UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D. C. 20549

FORM 10-K

(Mark One)

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

For the fiscal year ended December 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 001-37961

ICHOR HOLDINGS, LTD.
(Exact name of registrant as specified in its charter)

Cayman Islands	**Not Applicable**
(State or other jurisdiction of incorporation or organization)	**(IRS Employer Identification No.)**

3185 Laurelview Ct.
Fremont, California 94538
(Address of principal executive offices, including zip code)

(510) 897-5200
(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
Ordinary Shares, par value $0.0001 per share	ICHR	The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

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, a 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 has filed a report on and attestation to its management’s assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant’s executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

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

There were 34,644,332 ordinary shares, $0.0001 par value, outstanding as of February 13, 2026.

The aggregate market value of voting ordinary shares held by non-affiliates of the registrant was $658,256,416 based on the closing price of the ordinary shares as reported on The Nasdaq Global Select Market as of June 27, 2025, the last business day of the registrant's most recently completed second fiscal quarter. There are no non-voting ordinary shares held by non-affiliates of the registrant.

DOCUMENTS INCORPORATED BY REFERENCE

The information required by Part III of Form 10-K is incorporated herein by reference to portions of the registrant’s Definitive Proxy Statement relating to its 2026 Annual General Meeting of Shareholders, which will be filed with the Securities and Exchange Commission within 120 days after the end of the registrant’s fiscal year ended December 26, 2025.

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CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The words “anticipate,” “believe,” “contemplate,” “designed,” “estimate,” “expect,” “forecast,” “goal,” “guidance,” “intend,” “may,” “outlook,” “plan,” “predict,” “project,” “see,” “seek,” “target,” “would” and similar expressions or variations or negatives of these words are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Examples of forward-looking statements include statements relating to our future financial condition, industry outlooks and trends, and operating results, plans, objectives and goals, as well as any other statement that does not directly relate to any historical or current fact. These statements are contained in many sections of this Annual Report on Form 10-K, including those entitled *Item 1. – Business* and *Item 7. – Management’s Discussion and Analysis of Financial Condition and Results of Operations*. Although we believe that our plans, intentions and expectations reflected in or suggested by such forward-looking statements are reasonable, we cannot assure you that we will achieve those plans, intentions or expectations. All forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from those that we expected.

Important factors that could cause actual results to differ materially from our expectations, or cautionary statements, are disclosed under the sections entitled *Item 1A. – Risk Factors* and *Item 7. – Management’s Discussion and Analysis of Financial Condition and Results of Operations* in this Annual Report on Form 10-K. You should evaluate all forward-looking statements made in this report in the context of these risks and uncertainties.

We caution you that the important factors referenced above may not contain all of the factors that are important to you. In addition, we cannot assure you that we will realize the results or developments we expect or anticipate or, even if substantially realized, that they will result in the consequences or affect us or our operations in the way we expect. The forward-looking statements included in this Annual Report on Form 10-K are made only as of the date hereof. We undertake no obligation to publicly update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.

PART I

ITEM 1. BUSINESS

Unless expressly indicated or the context requires otherwise, the terms “Ichor,” “Company,” “we,” “us,” “our,” and similar terms in this Annual Report on Form 10-K refer to Ichor Holdings, Ltd. and its consolidated subsidiaries.

We were originally incorporated as Celerity, Inc. (“Celerity”) in 1999. Ichor Holdings, Ltd., an exempt limited company incorporated in the Cayman Islands, was formed in March 2012. We completed the initial public offering of our ordinary shares in December 2016.

We use a 52- or 53-week fiscal year ending on the last Friday in December. The following table details our fiscal periods included elsewhere in this Annual Report on Form 10-K. All references to 2025, 2024, and 2023, including the quarters thereto, relate to our fiscal periods as so detailed.

Fiscal Period	Period Ending	Weeks in Period
Fiscal Year 2025:	December 26, 2025	52
First Quarter	March 28, 2025	13
Second Quarter	June 27, 2025	13
Third Quarter	September 26, 2025	13
Fourth Quarter	December 26, 2025	13
Fiscal Year 2024:	December 27, 2024	52
First Quarter	March 29, 2024	13
Second Quarter	June 28, 2024	13
Third Quarter	September 27, 2024	13
Fourth Quarter	December 27, 2024	13
Fiscal Year 2023:	December 29, 2023	52
First Quarter	March 31, 2023	13
Second Quarter	June 30, 2023	13
Third Quarter	September 29, 2023	13
Fourth Quarter	December 29, 2023	13

Company Overview

We are a leader in the design, engineering and manufacturing of critical fluid delivery subsystems and components primarily for semiconductor capital equipment, as well as other industries such as defense/aerospace and medical. Our primary product offerings include gas and chemical delivery subsystems, collectively known as fluid delivery subsystems, which are key elements of the process tools used in the manufacturing of semiconductor devices. Our gas delivery subsystems deliver, monitor and control precise quantities of the specialized gases used in semiconductor manufacturing processes such as etch and deposition. Our chemical delivery subsystems precisely blend and dispense the reactive liquid chemistries used in semiconductor manufacturing processes such as chemical-mechanical planarization, electroplating, and cleaning. We also provide precision-machined components, weldments, e-beam and laser welded components, precision vacuum and hydrogen brazing, surface treatment technologies, and other proprietary products.

Fluid delivery subsystems ensure accurate measurement and uniform delivery of specialty gases and chemicals at critical steps in the semiconductor manufacturing processes. Any malfunction or material degradation in fluid delivery reduces yields and increases the likelihood of manufacturing defects in these processes. Most OEMs outsource all or a portion of the design, engineering, and manufacturing of their gas delivery subsystems to a few specialized suppliers, including us. Additionally, many OEMs are outsourcing the design, engineering, and manufacturing of their chemical delivery subsystems due to the increased fluid expertise required to manufacture these subsystems. Outsourcing these subsystems allows OEMs to leverage their suppliers' highly specialized engineering, design, and production skills while focusing their internal resources on their own value-added processes. Outsourcing enables OEMs to reduce their costs and development time, as well as provide growth opportunities for specialized subsystems suppliers like us.

Our goal is to be a leading supplier of fluid delivery subsystems and components to OEMs engaged in manufacturing capital equipment to produce semiconductors and to leverage our technology and products to expand the share of our addressable markets. To achieve this goal, we engage with our customers early in their design and development processes and utilize our deep engineering resources and operating expertise, as well as our expanded product portfolio, to jointly create, innovate, and advance solutions that are designed to meet the current and future needs of our customers. We believe this approach enables us to design products that meet the precise specifications our customers demand, allows us to be the sole supplier of these subsystems during the initial production ramp, and positions us to be the preferred supplier for the full lifespan of the process tool.

The broad technical expertise of our engineering team, coupled with our early customer engagement approach, enables us to offer innovative and reliable solutions to complex fluid delivery challenges. With over two decades of experience developing complex fluid delivery subsystems and meeting the constantly changing production requirements of leading semiconductor OEMs, we have developed expertise in fluid delivery that we offer to our OEM customers. With an aim to provide superior customer service, we have a global footprint with many facilities strategically located in close proximity to our customers. We have long standing relationships with top tier OEM customers, including Lam Research, Applied Materials, and ASML which were our largest customers by sales in 2025.

We generated revenue of $947.7 million, $849.0 million, and $811.1 million in 2025, 2024, and 2023, respectively. We generated net income (loss) of $(52.8) million, $(20.8) million, and $(43.0) million, calculated in accordance with generally accepted accounting principles in the United States ("GAAP") in 2025, 2024, and 2023, respectively, and $7.9 million, $5.9 million, and $12.3 million on a non-GAAP basis in 2025, 2024, and 2023, respectively. See *Item 7. – Management's Discussion and Analysis of Financial Condition and Results of Operations, Non-GAAP Results* for a discussion of non-GAAP net income, an accompanying presentation of the most directly comparable financial measure, GAAP net income, and a reconciliation of the differences between non-GAAP net income and GAAP net income.

Our Competitive Strengths

As a leader in the fluid delivery industry, we believe that our key competitive strengths include the following:

Deep Fluids Engineering Expertise

We believe that our engineering team, comprised of chemical, mechanical, electrical, software, and systems engineers, has positioned us to expand the scope of our solutions, provide innovative products and subsystems, and strengthen our incumbent position at our OEM customers. Our engineering team works with our customers' product development teams, providing our customers with technical expertise in fluid delivery system design.

Early Engagement with Customers on Product Development

We seek to engage with our customers and potential customers very early in their process for new product development. We believe this approach enables us to collaborate on product design, qualification, manufacturing, and testing in order to provide a comprehensive, customized solution. Through early engagement during the complex design stages, our engineering team gains early insight into our customers' technology roadmaps, which enables us to pioneer innovative and advanced solutions. In many cases, our early engagement with our customers enables us to be the sole source supplier when the product is initially introduced.

Long History and Strong Relationships with Top Tier Customers

We have established deep relationships with top tier OEMs, including Lam Research, Applied Materials, and ASML. Our customers are global leaders by sales in the semiconductor capital equipment industry. Our existing relationships with our customers have enabled us to effectively compete for new fluid delivery subsystems for our customers' next generation products in development. We leverage our deep-rooted existing customer relationships with these market leaders to penetrate new business opportunities created through industry consolidation. Our close collaboration with our global customers has contributed to our established market position and several key supplier awards.

Operational Excellence with Scale to Support the Largest Customers

With over 20 years of experience in designing and building fluid delivery systems, we have developed deep capabilities in operations. We have strategically located our manufacturing facilities near our customers' locations in order to provide fast and efficient responses to new product introductions and accommodate configuration or design changes late in the manufacturing process. We will continue adding capacity as needed to support future growth. In addition to providing high quality and reliable fluid delivery subsystems and components, one of our principal strategies is delivering lead-times that provide our customers with the required flexibility needed in their production processes. We have accomplished this by investing in scalable manufacturing systems and processes and an efficient supply chain. Our focus on operational efficiency and flexibility allows us to reduce manufacturing cycle times in order to respond quickly to customer requests.

Capital Efficient and Scalable Business Model

Our business requires modest levels of capital investments to support production capacity and new product development. The amount of necessary investment fluctuates over time depending on business outlook, new product strategy, and timing of introductions. In 2025, 2024, and 2023, our total capital expenditures were $36.2 million, $17.6 million, and $15.5 million, respectively, representing 3.8%, 2.1%, and 1.9%, of sales, respectively. The semiconductor capital equipment market has historically been cyclical. We have structured our business to reduce fixed manufacturing overhead and operating expenses to enable us to grow net income at a higher rate than sales during periods of growth.

Our Growth Strategy

Our objective is to leverage our position as a leader in high-precision engineering and manufacturing in the semiconductor, aerospace, and defense industries to grow revenue at rates faster than the industries we serve. We provide fluid delivery solutions, subsystems, and complex machined components to our customers, supporting their most advanced products. The key elements of our growth strategy are:

Grow Our Market Share within Existing Semiconductor Customer Base

We intend to grow our position within our existing semiconductor customers by continuing to leverage our specialized engineering talent, early collaboration approach with OEMs to foster long-term relationships, and expanded product offerings. Each of our customers produces many different process tools for various semiconductor processing steps. At each semiconductor customer, we are an outsourced supplier of fluid delivery subsystems and components for a subset of their entire process tool offerings. We are constantly looking to expand our market share at our existing customers. We believe that our early collaborative approach with customers positions us to deliver innovative and dynamic solutions, offer timely deployment, and meet competitive cost targets, further increasing our market share. Additionally, as semiconductor devices become more complex, atomic layer deposition ("ALD"), etch, and chemical vapor deposition ("CVD"), and extreme ultraviolet ("EUV") lithography require more precise gas control, with faster response times, tighter repeatability, and cleaner, more corrosion-resistant systems. By leveraging our existing customer relationships and strong history of solving these challenges, we believe this will enable us to achieve more design wins on our customers' products and grow our market share.

Grow Our Total Available Market and Share of the Semiconductor Market with Expanded Product Offerings

We continue to work with our existing semiconductor customer base on additional opportunities, including machined products, proprietary components, chemical delivery systems, and fluid control products. Our internally developed proprietary components can be integrated into our existing fluid delivery systems as well as our next generation gas panels. We believe that the semiconductor industry has a growing need for the unique expertise we offer in precision machining, fluid mechanics, controls, and the components needed for next generation processes. Utilizing our internally developed components allows us to grow our total available market while offering our customers improved performance at competitive price points. We have expanded our product offerings through both internal development and opportunistic acquisitions.

Expand Our Total Customer Base Beyond the Semiconductor Industry

We support a number of aerospace and defense related customers with advanced, high-precision manufacturing services. We are strengthening our support for these customers to increase our new design win rate. The aerospace and defense sector represents a high-growth opportunity where our current market share is low. We believe that additional focus on this industry segment will be a strong contributor to our future growth and profitability.

Continue to Improve Our Manufacturing Process Efficiency

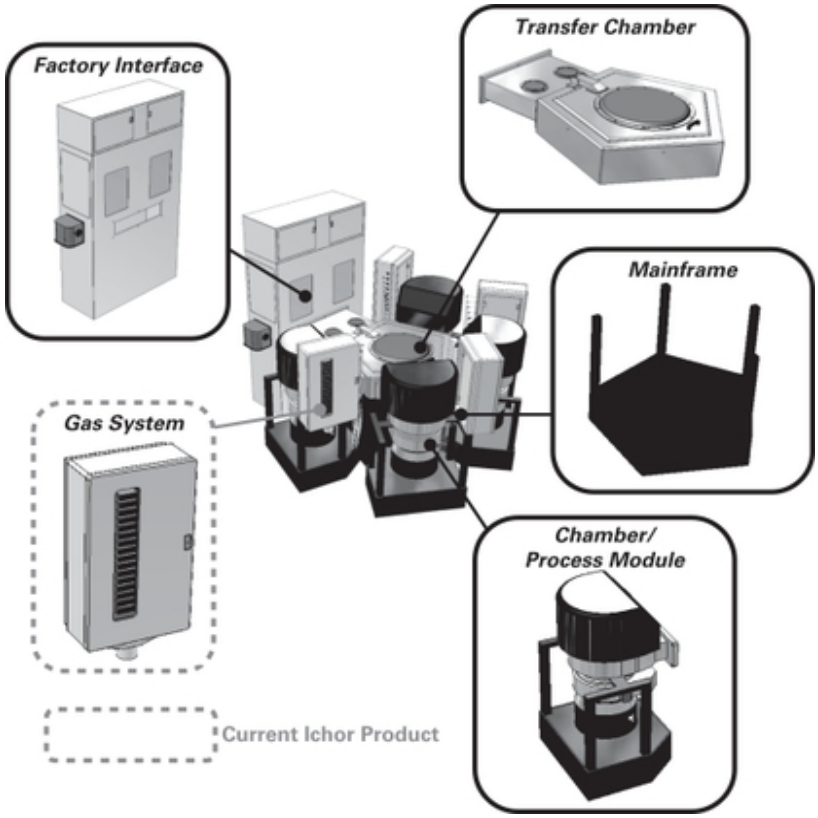
We continually strive to improve our processes to reduce our manufacturing process cycle time, increase our ability to respond to short lead-time and last-minute configuration changes, reduce our manufacturing costs, and improve our inventory efficiency requirements in order to improve profitability and make our product offerings more attractive to new and existing customers.

Our Products and Services

We are a leader in the design, engineering, and manufacturing of critical fluid delivery subsystems and components. Our product and service offerings are classified in the following categories:

Gas Delivery Subsystems

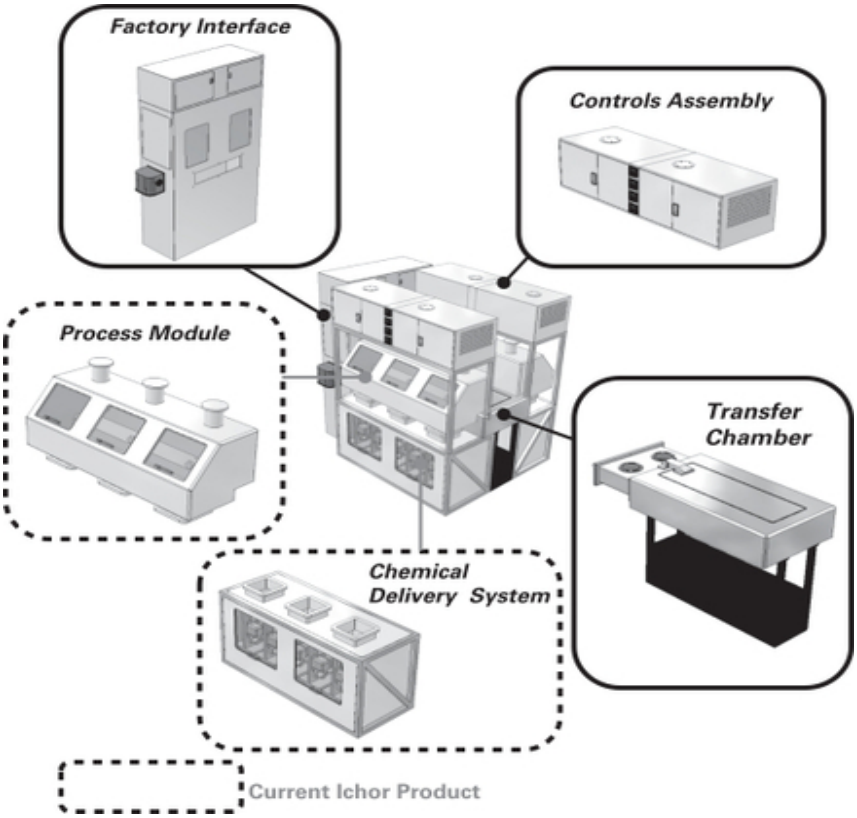
Gas delivery is among the most technologically complex functions in semiconductor capital equipment and is used to deliver, monitor, and control precise quantities of the vapors and gases critical to the manufacturing process. Our gas delivery systems consist of a number of gas lines, each controlled by a series of mass flow controllers, regulators, pressure transducers, valves, and an integrated electronic control system. Our gas delivery subsystems are primarily used in “dry” manufacturing process tools, such as etch, chemical vapor deposition, physical vapor deposition, epitaxy, strip, and lithography.



Chemical Delivery Products and Subsystems

Our chemical delivery products and subsystems are used to precisely blend and dispense reactive chemistries and colloidal slurries critical to “wet” front-end process, such as wet clean, electro chemical deposition, and chemical-mechanical planarization (“CMP”). In addition to the chemical delivery subsystems, we also manufacture the process modules that apply chemicals directly to the wafer in a process- and application-unique manner to create the desired chemical reaction.

The image below shows a typical wet-process front end semiconductor tool, with a chemical delivery subsystem and corresponding application process module highlighted:



Weldments and Specialty Joining

Our complete offering of weldments support the delivery of gases through the process tool. We have developed both automated and manual welding processes to support world class workmanship on all types of metals needed to support fluid delivery within the semiconductor market. The welded assemblies are used in both wet and dry processes, as well as non-semiconductor applications including in the aerospace, commercial space, defense, medical device, and general industrial markets. We offer a wide range of specialty joining technologies including orbital, tungsten inert gas, e-beam, and laser welding, as well as hydrogen and vacuum brazing.

Valves

Ichor manufactures a full line of diaphragm valves, including conventional and modular diaphragm valves, modular metering valves, and check valves that are engineered to meet or exceed all industry standards in performance and purity. We offer high reliability conventional diaphragm valves ("CDV") for conventional mounting systems, as well as modular diaphragm valves ("MDV") for surface mount systems. All of our valves are engineered to meet SEMI specifications, provide outstanding reliability and performance, and are compatible with all current competitive systems in the marketplace.

Advanced Flow Control

Our advanced flow controller ("AFC") is our patented state-of-the-art mass flow technology manufactured to replace the mass flow controllers ("MFC") in traditional fluid delivery subsystems. The AFC product line is the first to incorporate the flow restrictor in the downstream positive shut-off valve, allowing for gas box size and component reduction while also improving performance specifications. Our AFC has the fastest on/off response, at less than 100ms, with no bursting and is insensitive to inlet/outlet pressure. It also provides the lowest flow, down to 0.01 sccm, for high-precision applications.

Precision Machining

For our semiconductor customers, precision machining enables us to serve as our own supplier for the components used in our gas delivery systems and weldments, while also providing custom machined solutions throughout our customers' equipment. Many of these items are used downstream of the gas system in process-critical applications. Our precision machined products can be used in both wet and dry applications and include both small- and large-format machining applications.

For our aerospace and defense customers, we offer a variety of machined components to meet critical design requirements that typically incorporate complex features and tight dimensional tolerances.

Customers, Sales, and Marketing

For the semiconductor industry, we primarily market and sell our products directly to equipment OEMs in the semiconductor equipment market. We are dependent upon a small number of customers, as the semiconductor equipment manufacturer market is highly concentrated with five companies accounting for over 70% of all semiconductor wafer fabrication equipment revenues. For 2025, two customers with individual sales over 10%, Lam Research and Applied Materials, accounted for a combined 76% of total sales. We do not have long-term contracts that require customers to place orders with us in fixed or minimum volumes, and we generally operate on a purchase order basis with customers.

We have established relationships with a number of aerospace and defense customers that have led to recurring work and collaboration on new design activities. Currently, revenue from the aerospace and defense industry represent less than 10% of our total sales. Additional focus is being placed on expanding our engagement in this industry as a source for future revenue growth.

Our sales and marketing efforts focus on fostering close business relationships with our customers. As a result, we locate many of our account managers near the customers they support. Our sales process involves close collaboration between our account managers, engineering, and operations teams. Account managers and engineers work together with customers, and in certain cases provide on-site support, including attending customers' internal meetings related to production and engineering design. Each customer project is supported by our account managers and customer support team who ensure alignment with all of the customer's quality, cost, and delivery expectations.

Operations, Manufacturing, and Supply Chain Management

We have developed a highly flexible manufacturing model with cost-effective locations situated nearby the manufacturing facilities of our largest customers. We have facilities in the United States, Singapore, Malaysia, and Mexico.

Operations

Our product cycle engagements begin by working closely with our customers to outline the solution specifications before design and prototyping even begin. Our design and manufacturing process is highly flexible, enabling our customers to make alterations to their final requirements throughout the design, engineering, and manufacturing process. This flexibility results in significantly decreased order-to-delivery cycle times for our customers. For instance, it can take as little as 20 to 30 days for us to manufacture a gas delivery system with fully evaluated performance metrics after receiving an order.

Manufacturing

We are ISO 9001 certified at our manufacturing locations, and our manufactured subsystems and modules adhere to strict design tolerances and specifications. We operate clean rooms at our facilities in Singapore, Oregon, and Texas that meet Class 100 and Class 10,000 standards for customer-specified testing, assembly, and integration of high-purity gas and chemical delivery systems. We operate additional facilities in Malaysia, Oregon, Texas, and California for weldments and related components used in our gas delivery subsystems, and we operate facilities in Oregon and Malaysia for critical components used in our chemical delivery subsystems. We operate facilities in California, Minnesota, and Mexico for precision machining of components for sale to our customers and internal use, as well as specialty joining and plating technologies. Our quality management system is AS9100 certified and we operate International Traffic in Arms Regulations ("ITAR") compliant facilities in Minnesota and California. Many of our facilities are located in close proximity to our largest customers to allow us to collaborate with them on a regular basis and to aid us in delivering our products on a just-in-time basis, regardless of order size or the degree of changes in the applicable configuration or specifications.

We qualify and test key components that are integrated into our subsystems and test our fluid delivery subsystems during the design process and again prior to shipping. Our quality management system allows us to access real-time corrective action reports, non-conformance reports, customer complaints, and controlled documentation. In addition, our senior management conducts quarterly reviews of our quality control system to evaluate effectiveness. We actively solicit customer satisfaction through periodic business reviews with our strategic customer base.

Supply Chain Management

We use a wide range of components and materials in the production of our gas and chemical delivery systems, including filters, mass flow controllers, regulators, pressure transducers, substrates, and valves. We obtain components and materials from a large number of sources, including single source and sole source suppliers.

We use supplier-consigned material and just-in-time stocking programs for a portion of our inventories to effectively manage our component inventories and better respond to changing customer requirements. These approaches are designed to reduce our inventory levels and maintain flexibility in responding to changes in product demand. A key part of our strategy is to identify multiple suppliers with a strong global reach that are located within close proximity to our manufacturing locations.

Technology Development and Engineering

We have a long history of engineering innovation and development. We continue to transition from being an integration engineering and components company into a gas and chemical delivery subsystem leader with product development and systems engineering. Our industry continues to experience rapid technological change, requiring us to continuously invest in technology and product development and regularly introduce new products and features that meet our customers' evolving requirements.

We have built a team of fluid delivery experts. Our engineering team consists of engineers and designers with chemical, mechanical, electrical, software, systems, and manufacturing-engineering expertise. Our engineers are closely connected with our customers and often work at our customers' sites and operate as an extension of our customers' design team. We engineer within our customers' processes, design vaults, drawing standards, and part numbering systems. These development efforts are designed to meet specific customer requirements in the areas of subsystem design, materials, component selection, and functionality. The majority of our sales are generated from projects during which our engineers cooperated with our customer early in the design cycle. Through this early collaborative process, we become an integral part of our customers' design and development processes, and we are able to quickly anticipate and respond to our customers' changing requirements.

Our engineering team also works directly with our suppliers to help them identify new component technologies and make necessary changes in, and enhancements to, the components that we integrate into our products. Our analytical and testing capabilities enable us to evaluate multiple supplier component technologies and provide customers with a wide range of appropriate component and design choices for their gas and chemical delivery systems and other critical subsystems. These capabilities also help us anticipate technological changes and the requirements in component features for future gas delivery systems and other critical subsystems.

Competition

The market for our products is very competitive. When we compete for new business, we face competition from other suppliers of gas or chemical delivery subsystems, and in some cases with the internal manufacturing groups of OEMs. While many OEMs have outsourced the design and manufacturing of their gas and chemical delivery systems, we would face additional competition if in the future these OEMs elected to develop and build these systems internally.

The fluid delivery subsystem market is concentrated, and we face competition from Ultra Clean Technology, with additional competition from other suppliers. The chemical delivery subsystem, weldment, and precision machining industries are fragmented, and we face competition from numerous smaller suppliers. The primary competitive factors we emphasize include:

- customer relationships;
- early engagement with customers;
- large and experienced engineering staff;
- design-to-delivery cycle times; and
- flexible manufacturing capabilities.

We expect our competitors to continue to improve the performance of their current products and to introduce new products or new technologies that could adversely affect sales of our current and future products. In addition, the limited number of potential customers in our industry further intensifies competition. We anticipate that increased competitive pressures may cause intensified price-based competition and we may have to reduce the prices of our products. In addition, we expect to face new competitors as we enter new markets.

Intellectual Property

Our success depends, in part, upon our ability to develop, maintain, and protect our technology and products and to conduct our business without infringing the proprietary rights of others. We continue to invest in securing intellectual property protection for our technology and products and protect our technology by, among other things, filing patent applications. We also rely on a combination of trade secrets and confidentiality provisions, and to a much lesser extent, copyrights and trademarks, to protect our proprietary rights. As of December 26, 2025, we had 103 granted patents and 105 pending patent applications, of which 44 and 32, respectively, were filed in the U.S. The expiration dates of our granted patents range from 2027 to 2043. While we consider our patents to be valuable assets, we do not believe the success of our business or our overall operations are dependent upon any single patent or group of related patents. In addition, we do not believe that the loss or expiration of any single patent or group of related patents would materially affect our business.

We develop intellectual property for our own use in our products, as well as for our customers. Intellectual property developed on behalf of our customers is generally owned exclusively by those customers. In addition, we have agreed to indemnify certain of our customers against claims of infringement of the intellectual property rights of others with respect to our products. Historically, we have not paid any claims under these indemnification obligations, and we do not have any pending indemnification claims against us.

Human Capital Resources

Our ability to execute our strategy and deliver value to our customers and shareholders depends on attracting, developing, and retaining a highly skilled global workforce. We are committed to responsible human management practices that support operational excellence, innovation, and long-term business performance.

We operate with a global workforce strategically balanced between Singapore, Malaysia, and North America. This footprint aligns our talent base with our customer demand, precision manufacturing capabilities, and cost-efficient operations. Our culture is grounded in our core values of innovation, collaboration, honesty, operational excellence, and reliability, which guide how we operate, make decisions, and engage with one another.

Workforce

As of December 26, 2025, we employed approximately 1,891 full-time employees and 557 contingent/temporary employees worldwide. A significant portion of our workforce supports manufacturing, engineering, and technical operations. Our workforce model is designed to support a dynamic, demand-driven business, enabling us to scale capabilities while maintaining operational continuity, quality, and customer responsiveness across geographies.

Total Rewards

We offer competitive total rewards programs designed to attract, motivate, and retain talent in the markets in which we operate. Our compensation philosophy emphasizes market-aligned and pay-for-performance practices, with rewards differentiated based on individual performance and business impact.

Our compensation programs include fixed and variable pay components tailored to functional and business needs. For select leaders and high-potential employees, we provide equity-based long-term incentives aligned with our strategic objectives and long-term value creation. Our benefits offerings are locally competitive and include health and wellness programs, retirement savings plans with company contributions, and an employee stock purchase plan. We also provide recognition programs, including cash spot bonus and continuous improvement awards to reinforce performance and operational excellence.

Learning and Development

We invest in developing the skills and capabilities needed to support our business today and into the future. Our learning and development approach includes on-the-job training, digital learning platforms, tuition reimbursement, and targeted leadership development programs.

Our performance management framework emphasizes clear goal-setting, regular feedback through quarterly check-ins, and annual evaluations, enabling alignment with business priorities and supporting employee development and accountability. These processes help managers identify growth opportunities, build leadership capability, and strengthen succession readiness.

Health and Safety

The safety and well-being of our employees is a core priority. We maintain health and safety programs across our global manufacturing operations and promote a strong safety culture, including site-based initiatives.

We maintain formal mechanisms for employee feedback and ethical reporting, including an annual core value survey, skip-level discussions, and a confidential whistleblower hotline. Our human resources and compliance functions support adherence to applicable labor, employment, and workplace safety regulations across the regions in which we operate.

Commitment

Through these practices, we seek to maintain a skilled, engaged, and resilient workforce capable of supporting our strategic objectives and long-term success.

Environmental, Health, and Safety Regulations

Our operations and facilities are subject to a variety of federal, state, and local regulatory requirements and laws, as well as foreign laws and regulations. These laws and regulations include regulations related to employment, tax, product, anti-bribery, environmental, waste management, and health and safety matters, including those relating to the release, use, storage, treatment, transportation, discharge, disposal, and remediation of contaminants, hazardous substances, and wastes, as well as practices and procedures applicable to the construction and operation of our facilities.

We believe that our business is operated in substantial compliance with applicable laws and regulations. In 2025, compliance with the governmental regulations applicable to us, including environmental regulations, did not have a material effect on our capital expenditures, earnings, or competitive position.

However, in the future we could incur substantial costs, including cleanup costs, fines or civil or criminal sanctions, or third-party property damage, or personal injury claims, in the event of violations or liabilities under these laws and regulations, or non-compliance with the environmental permits required at our facilities. Potentially significant expenditures could be required in order to comply with environmental laws that may be adopted or imposed in the future. We are not aware of any threatened or pending environmental investigations, lawsuits, or claims involving us, our operations, or our current or former facilities, nor do we expect to incur material capital expenditures related to compliance with regulations during 2025.

Available Information

Our internet address is ichorsystems.com. We make a variety of information available, free of charge, at our investor relations website, ir.ichorsystems.com. This information includes our Annual Reports on Form 10-K, our Quarterly Reports on Form 10-Q, our Current Reports on Form 8-K, and any amendments to those reports as soon as reasonably practicable after we electronically file those reports with or furnish them to the SEC, as well as our Code of Business Ethics and Conduct and other governance documents.

The SEC maintains an internet site that contains reports, proxy and information statements, and other information regarding issuers that file documents electronically with the SEC at sec.gov.

The contents of these websites, or the information connected to those websites, are not incorporated into this Annual Report on Form 10-K. References to websites in this Annual Report on Form 10-K are provided as a convenience and do not constitute, and should not be viewed as, incorporation by reference of the information contained on, or available through, the website.

ITEM 1A. RISK FACTORS

There are many factors that affect our business and the results of operations, some of which are beyond our control. The following is a description of some important factors that may cause the actual results of operations in future periods to differ materially from those currently expected or desired.

Risk Factor Summary

The following is a summary of some important risk factors that could adversely affect our business, operations, and financial results.

Economic and Strategic Risks

- Our business depends significantly on expenditures by manufacturers in the semiconductor capital equipment industry.
- We rely on a very small number of OEM customers for a significant portion of our sales.
- Our customers exert a significant amount of negotiating leverage over us.
- The industries in which we participate are highly competitive and rapidly evolving.
- We are exposed to risks associated with weakness in the global economy and geopolitical instability.
- If we do not keep pace with developments in the industries we serve and with technological innovation generally, our products and services may not be competitive.
- We must design, develop, and introduce new products that are accepted by OEMs in order to retain our existing customers and obtain new customers.
- Acquisitions may present integration challenges, and the goodwill, indefinite-lived intangible assets, and other long-term assets recorded in connection with such acquisitions may become impaired.
- We are subject to fluctuations in foreign currency exchange rates.

Business and Operational Risks

- The manufacturing of our products is highly complex.
- Defects in our products could damage our reputation, decrease market acceptance of our products, and result in potentially costly litigation.
- We may incur unexpected warranty and performance guarantee claims.
- Our dependence on a limited number of suppliers may harm our production output and increase our costs.

- We may face supply chain disruptions, manufacturing interruptions or delays.
- We are subject to order and shipment uncertainties.
- Our customers generally require that they qualify our engineering, documentation, manufacturing and quality control procedures.
- We may be subject to interruptions, failures, or cybersecurity breaches in our information technology systems.
- Certain of our customers require that we consult with them in connection with specified fundamental changes in our business.
- Our business is largely dependent on the know-how of our employees, and we generally do not have an intellectual property position that is protected by patents.
- Our business will suffer if we are unable to attract, hire, integrate, and retain key personnel and other necessary employees, particularly in the highly competitive technology labor market, or if we experience labor disruptions at our facilities.
- The technology labor market is very competitive, and labor disruptions could materially adversely affect our business.
- Our business is subject to the risks of catastrophic events.
- We may be classified as a passive foreign investment company ("PFIC"), which could result in adverse U.S. federal income tax consequences for U.S. holders.

Legal and Regulatory Risks

- Our business is subject to a variety of U.S. and international laws, rules, policies, and other obligations regarding privacy, data protection, and other matters.
- Third parties have claimed and may in the future claim we are infringing their intellectual property.
- From time to time, we may become involved in other litigation and regulatory proceedings.
- As a global company, we are subject to the risks of doing business internationally.
- Changes in U.S. or international trade policy, tariffs, and import/export regulations may have a material adverse effect on our business.
- We are subject to numerous environmental laws and regulations.
- If we fail to maintain an effective system of internal controls and procedures, it may cause investors to lose confidence in our financial reporting.
- Changes in tax laws, tax rates or tax assets and liabilities could materially adversely affect our financial condition and results of operations.

Liquidity and Capital Resources Risks

- We have a substantial amount of indebtedness and are subject to restrictive covenants.
- We are subject to interest rate risk associated with variable rates on our outstanding indebtedness.

Ordinary Share Ownership Risks

- Our quarterly sales and operating results fluctuate significantly from period to period, and the price of our ordinary shares may fluctuate substantially.
- Our articles of association contain anti-takeover provisions that could adversely affect the rights of our shareholders.
- The issuance of preferred shares could adversely affect holders of ordinary shares.
- Our shareholders may face difficulties in protecting their interests under the laws of the Cayman Islands compared to the laws of the U.S.
- If a U.S. person is treated as owning at least 10% of our shares, such person may be subject to adverse U.S. federal income tax consequences.

Economic and Strategic Risks

Our business depends significantly on expenditures by manufacturers in the semiconductor capital equipment industry, which, in turn, is dependent upon the semiconductor device industry. When that industry experiences cyclical downturns, demand for our products and services generally decreases, resulting in decreased sales. We may also be forced to reduce our prices during cyclical downturns without being able to proportionally reduce costs.

Our business, financial condition and results of operations depend significantly on expenditures by manufacturers in the semiconductor capital equipment industry. In turn, the semiconductor capital equipment industry depends upon the current and anticipated market demand for semiconductor devices. The semiconductor device industry is subject to cyclical and volatile fluctuations in supply and demand and in the past has experienced significant downturns, including in the fourth quarter of 2022, which often occur in connection with declines in general economic conditions, and which have resulted in significant volatility in the semiconductor capital equipment industry and resulted in weakened customer demand. The semiconductor device industry has also experienced recurring periods of over-supply of products that have had a severe negative effect on the demand for capital equipment used to manufacture such products. Even as the industry recovers from periods of downturns, inventory digestion at our customers and the relative spending levels within our primary served markets, in particular lower spending levels for deposition and etch equipment, may result in decreased demand from our customers, such as in 2023 and early 2024. Our revenue exposure to specific end markets and technology nodes may amplify cyclicality, and downturns with respect to the demand for certain of our products may disproportionately impact our results even when other products are experiencing growth. We anticipate that we will continue to experience significant fluctuations in customer orders for our products and services as a result of such fluctuations and cycles, which may have a material adverse effect on our business, financial condition and results of operations.

In addition, we must be able to appropriately align our cost structure with prevailing market conditions, effectively manage our supply chain and motivate and retain employees, particularly during periods of decreasing demand for our products. We may be forced to reduce our prices during periods of decreasing demand. During the third quarter of 2025, we initiated the Consolidation Restructuring Plan to better align our footprint with the demand environment. While we operate under a low fixed cost model, we may not be able to proportionally reduce all of our costs if we are required to reduce our prices. The cyclical and volatile nature of the semiconductor device industry and the absence of long-term fixed or minimum volume contracts make any effort to project a material reduction in future sales volume difficult. If we overbuild inventory in a period of decreased demand, or we expand our operations and workforce too rapidly, or procure excessive resources in anticipation of increased demand for our products, and that demand does not materialize at the pace at which we expect, or declines, our operating results may be adversely affected as a result of underutilization of capacity, charges related to excess or obsolete inventory, asset impairment or inventory write-downs, increased operating expenses or reduced margins. Further, any future capacity expansion by us or our competitors could also lead to overcapacity and oversaturation in our target markets, which could lead to price erosion that could adversely impact our operating results.

We rely on a very small number of OEM customers for a significant portion of our sales. Any adverse change in our relationships with these customers could materially adversely affect our business, financial condition and results of operations.

The semiconductor capital equipment industry is highly concentrated and has experienced significant consolidation in recent years. As a result, a relatively small number of OEM customers have historically accounted for a significant portion of our sales, and we expect this trend to continue for the foreseeable future. For 2025, two customers with individual sales over 10%, Lam Research and Applied Materials, accounted for a combined 76% of total sales, and we expect that our sales will continue to be concentrated among a very small number of customers. We do not have any long-term contracts that require customers to place orders with us in fixed or minimum volumes. Accordingly, the success of our business depends on the success of our customers and those customers and other OEMs continuing to outsource the manufacturing of critical subsystems and process solutions to us. Because of the small number of OEMs in the markets we serve, a number of which are already our customers, it is difficult to replace lost sales resulting from the loss of, or the reduction, cancellation or delay in purchase orders by, any one of these customers, whether due to a reduction in the amount of outsourcing they do, their giving orders to our competitors, an adverse change to their business or financial condition, their acquisition by an OEM who is not a customer or with whom we do less business, or otherwise. We have in the past lost business from customers for a number of these reasons. If we are unable to replace sales from customers who reduce the volume of products and services they purchase from us or terminate their relationship with us entirely, such events could have a material adverse impact on our business, financial condition and results of operations.

Our ability to lessen the adverse effect of any loss of, or reduction in sales to, an existing customer through the rapid addition of one or more new customers is limited because onboarding a new customer is a time-consuming process as our customers generally require that they qualify our engineering, documentation, manufacturing and quality control procedures. Consequently, the risk that our business, financial condition and results of operations would be materially adversely affected by the loss of, or any reduction in orders by, any of our significant customers is increased. Moreover, if we lost our existing status as a qualified supplier to any of our customers, such customer could cancel its orders from us or otherwise terminate its relationship with us, which could have a material adverse effect on our business, financial condition and results of operations.

Additionally, if one or more of the largest OEMs were to decide to single- or sole-source all or a significant portion of manufacturing and assembly work to a single equipment manufacturer, such a development would heighten the risks discussed above.

Our customers exert a significant amount of negotiating leverage over us, which requires us to accept lower prices and gross margins or take on increased liability risk in order to retain or expand our market share with them.

By virtue of our largest customers' size and the significant portion of our sales that is derived from them, as well as the competitive landscape, our customers exert significant influence and pricing pressure in the negotiation of our commercial arrangements and the conduct of our business with them. Our customers often require price reductions and quality or delivery commitments as conditions to their purchasing from us, which have, among other things, resulted in reduced gross margins in order for us to maintain or expand our market share. Our customers' negotiating leverage also can result in customer arrangements that contain significant liability risk to us. For example, some of our customers require that we provide them indemnification against certain liabilities in our arrangements with them, including claims of losses by their customers caused by our products. Pursuant to certain of these arrangements, we indemnify, hold harmless, and agree to reimburse the indemnified parties for losses suffered or incurred by the indemnified party for third party claims in connection with our breach of the agreement, our negligence or willful misconduct in connection with the agreement, or any trade secret, copyright, patent or other intellectual property infringement claim with respect to our products. Any increase in our customers' negotiating leverage may expose us to increased liability risk in our arrangements with them, which, if realized, may have a material adverse effect on our business, financial condition and results of operations. In addition, new products often carry lower gross margins than existing products for several quarters following their introduction. If we are unable to retain and expand our business with our customers on favorable terms, or if we are unable to achieve gross margins on new products that are similar to or more favorable than the gross margins we have historically achieved, our business, financial condition and results of operations may be materially adversely affected.

The industries in which we participate are highly competitive and rapidly evolving, and if we are unable to compete effectively, our business, financial condition and results of operations could be materially adversely affected.

We face intense competition from other suppliers of gas or chemical delivery subsystems, as well as the internal manufacturing groups of OEMs. Increased competition has in the past resulted, and could in the future result, in price reductions, reduced gross margins or loss of market share, any of which would materially adversely affect our business, financial condition and results of operations. We are subject to significant pricing pressure as we attempt to maintain and increase market share with our existing customers. Our competitors may offer reduced prices or introduce new products or services for the markets currently served by our products and services. These products may have better performance, lower prices and achieve broader market acceptance than our products. OEMs also typically own the design rights to their products. Further, if our competitors obtain proprietary rights to these designs such that we are unable to obtain the designs necessary to manufacture products for our OEM customers, our business, financial condition and results of operations could be materially adversely affected.

Certain of our competitors may have or may develop greater financial, technical, manufacturing and marketing resources than we do. As a result, they may be able to respond more quickly to new or emerging technologies and changes in customer requirements, devote greater resources to the development, promotion, sale and support of their products and services, and reduce prices to increase market share. In addition to organic growth by our competitors, there may be merger and acquisition activity among our competitors and potential competitors that may provide our competitors and potential competitors with an advantage over us by enabling them to expand their product offerings and service capabilities to meet a broader range of customer needs. The introduction of new technologies and new market entrants may also increase competitive pressures.

Additionally, from time to time, governments around the world may provide incentives or make other investments that could benefit and give competitive advantages to our competitors. For example, in August 2022, the U.S. government enacted the CHIPS and Science Act of 2022 to provide financial incentives to the U.S. semiconductor industry. Government incentives, including any that may be offered in connection with the CHIPS Act, may not be available to us on acceptable terms or at all and to the extent that the current administration modifies or repeals the CHIPS Act the availability of any such incentives may be even less certain. If our competitors can benefit from such government incentives and we cannot, it could strengthen our competitors' relative position and have a material adverse effect on our business.

We are exposed to risks associated with weakness in the global economy and geopolitical instability.

Continuing uncertainty regarding the global economy and geopolitical instability continues to pose challenges to our business. Geopolitical instability, including the conflict between Russia and Ukraine, the conflict in the Middle East, actual and potential shifts in U.S. (including as a result of the 2024 U.S. presidential and congressional elections) and foreign trade, economic and other policies, and rising trade tensions between the U.S. and China, as well as other global events, have significantly increased macroeconomic uncertainty at a global level. The current macroeconomic environment is characterized by high inflation, supply chain challenges, shortages of skilled labor and higher labor costs, high interest rates, foreign currency exchange volatility, volatility in the global capital markets, and uncertainty in debt markets, which exacerbates negative trends in business and consumer spending and causes certain of our customers to push out, cancel or refrain from placing orders for products or services, which may reduce sales, reduce our backlog, increase our inventory and materially adversely affect our business, financial condition and results of operations. While inflation has slowed from its peak in 2022 and the U.S. Federal Reserve decreased the federal funds rate in 2024 and 2025, the rate continues to be elevated and there can be no assurances that the rate will continue to decrease or that it will not be increased in 2026 or beyond. Further, difficulties in obtaining capital, uncertain market conditions or reduced profitability may also cause some customers to scale back operations, exit businesses, merge with other manufacturers, or file for bankruptcy protection and potentially cease operations, leading to customers' reduced research and development funding or capital expenditures and, in turn, lower orders from our customers or additional slow moving or obsolete inventory or bad debt expense for us. These conditions may also similarly affect our key suppliers, which could impair their ability to deliver parts and result in delays for our products or require us to procure products from higher-cost suppliers, or if no additional suppliers exist, to reconfigure the design and manufacture of our products, and we may be unable to fulfill some customer orders. Any of these conditions or events could have a material adverse effect on our business, financial condition and results of operations.

If we do not keep pace with developments in the industries we serve and with technological innovation generally, our products and services may not be competitive.

Rapid technological innovation in the markets we serve requires us to anticipate and respond quickly to evolving customer requirements and could render our current product offerings, services and technologies obsolete. In particular, the design and manufacturing of semiconductors is constantly evolving and becoming more complex in order to achieve greater power, performance and efficiency with smaller devices. Capital equipment manufacturers need to keep pace with these changes by refining their existing products and developing new products.

We believe that our future success will depend upon our ability to design, engineer and manufacture products that meet the changing needs of our current and potential customers, including potentially through the incorporation or use of software or artificial intelligence technology, which as a novel business model could expose us to new risks. This requires that we successfully anticipate and respond to technological changes in design, engineering and manufacturing processes in a cost-effective and timely manner. If we are unable to integrate new technical specifications into competitive product designs, develop the technical capabilities necessary to manufacture new products or make necessary modifications or enhancements to existing products, our business, financial condition and results of operations could be materially adversely affected.

The timely development of new or enhanced products is a complex and uncertain process which requires that we:

- design innovative and performance-enhancing features that differentiate our products from those of our competitors;
- identify emerging technological trends in the industries we serve, including new standards for our products;
- accurately identify and design new products to meet market needs;
- collaborate with OEMs to design and develop products on a timely and cost-effective basis;
- ramp-up production of new products, especially new subsystems, in a timely manner and with acceptable yields;
- manage our costs of product development and the costs of producing the products that we sell;
- successfully manage development production cycles; and
- respond quickly and effectively to technological changes or product announcements by others.

If we are unsuccessful in keeping pace with technological developments for the reasons above or other reasons, our business, financial condition and results of operations could be materially adversely affected.

We must design, develop, and introduce new products that are accepted by OEMs in order to retain our existing customers and obtain new customers.

While we continue to invest in research and development initiatives for new products, the introduction of new products is inherently risky because it is difficult to foresee the adoption of new standards, coordinate our technical personnel and strategic relationships and win acceptance of new products by OEMs. Further, we cannot ensure that we will be able to successfully introduce, market and cost-effectively manufacture new products, or that we will be able to develop new or enhanced products and processes that satisfy customer needs. In addition, new capital equipment typically has a lifespan of five to ten years, and OEMs frequently specify which systems, subsystems, components and instruments are to be used in their equipment. Once a specific system, subsystem, component or instrument is incorporated into a piece of capital equipment, it will often continue to be purchased for that piece of equipment on an exclusive basis for 18 to 24 months before the OEM generates enough sales volume to consider adding alternative suppliers. Accordingly, it is important that our products are designed into the new systems introduced by the OEMs. If any of the new products we develop are not launched or successful in the market, our business, financial condition and results of operations could be materially adversely affected.

Acquisitions may present integration challenges, and if the goodwill, indefinite-lived intangible assets, and other long-term assets recorded in connection with such acquisitions become impaired, we would be required to record impairment charges, which may be significant.

We have acquired strategic businesses in the past and if we find appropriate opportunities in the future, we may acquire businesses, products or technologies that we believe are strategic. The process of integrating an acquired business, product or technology may produce unforeseen operating difficulties and expenditures, fail to result in expected synergies or other benefits or absorb significant attention of our management that would otherwise be available for the ongoing development of our business. Our ability to realize anticipated benefits of acquisitions and other strategic initiatives may also be affected by the incurrence of additional indebtedness in connection with financing; regulatory challenges; our ability to retain key employees and customers of the acquired company; our ability to successfully integrate personnel from the acquired company; our ability to establish, integrate or combine operations and systems; or our ability to retain the customers of an acquired business. In addition, we may record a portion of the assets we acquire as goodwill, other indefinite-lived intangible assets or finite-lived intangible assets. We review goodwill for impairment on an annual basis or whenever events or changes in circumstances indicate that its carrying value may not be recoverable. The recoverability of goodwill and indefinite-lived intangible assets is dependent on our ability to generate sufficient future earnings and cash flows. Changes in estimates, circumstances or conditions, resulting from both internal and external factors, could have a significant impact on our fair valuation determination, which could then have a material adverse effect on our business, financial condition and results of operations.

We are subject to fluctuations in foreign currency exchange rates, which could cause operating results and reported financial results to vary significantly from period to period.

The vast majority of our sales are denominated in U.S. dollars. Many of the costs and expenses associated with our Singapore, Malaysian, Korean, U.K., Mexico and European Union operations are paid in Singapore dollars, Malaysian ringgit, Korean won, British pounds, Mexican pesos or euros, respectively, and we expect our exposure to these currencies to increase as we increase our operations in those jurisdictions. As a result, our risk exposure from transactions denominated in non-U.S. currencies is primarily related to the Singapore dollar, Malaysian ringgit, Korean won, British pound, Mexican peso and euro. In addition, because the majority of our sales are denominated in the U.S. dollar, if one or more of our competitors sells to our customers in a different currency than the U.S. dollar, we are subject to the risk that the competitors' products will be relatively less expensive than our products due to exchange rate effects. We have not historically established transaction-based hedging programs. Foreign currency exchange risks inherent in doing business in foreign countries could have a material adverse effect on our business, financial condition and results of operations.

Business and Operational Risks

The manufacturing of our products is highly complex, and if we are not able to manage our manufacturing and procurement process effectively, our business, financial condition and results of operations may be materially adversely affected.

The manufacturing of our products is a highly complex process that involves the integration of multiple components and requires effective management of our supply chain while meeting our customers' design-to-delivery cycle time requirements. Through the course of the manufacturing process, our customers may modify design and system configurations in response to changes in their own customers' requirements. In order to rapidly respond to these modifications and deliver our products to our customers in a timely manner, we must effectively manage our manufacturing and procurement process. If we fail to manage this process effectively, we risk losing customers and damaging our reputation. We may also be subject to liability under our agreements with our customers if we or our suppliers fail to re-configure manufacturing processes or components in response to these modifications. In addition, the acquisition of inventory in excess of demand, or that does not meet customer specifications, causes us to incur excess or obsolete inventory charges. We have from time to time experienced bottlenecks and production difficulties that have caused delivery delays and quality control problems. These risks are even greater as we seek to expand our business into new subsystems. In addition, certain of our suppliers have been, and may in the future be, forced out of business as a result of the economic environment. In such cases, we may be required to procure products from higher-cost suppliers or, if no additional suppliers exist, reconfigure the design and manufacture of our products. This could materially limit our growth, adversely impact our ability to win future business and have a material adverse effect on our business, financial condition and results of operations.

Defects in our products could damage our reputation, decrease market acceptance of our products, and result in potentially costly litigation.

A number of factors, including design flaws, material and component failures, contamination in the manufacturing environment, impurities in the materials used and unknown sensitivities to process conditions, such as temperature and humidity, as well as equipment failures, may cause our products to contain undetected errors or defects. Errors, defects or other problems with our products may:

- cause delays in product introductions and shipments;
- result in increased costs and diversion of development resources;
- cause us to incur increased charges due to unusable inventory;
- require design modifications;
- result in liability for the unintended release of hazardous materials;
- result in product warranty liability;
- create claims for rework, replacement or damages under our contracts with customers, as well as indemnification claims from customers;
- decrease market acceptance of, or customer satisfaction with, our products, which could result in decreased sales and increased product returns;
- result in the loss of existing customers or impair our ability to attract new customers; or
- result in lower yields for semiconductor manufacturers.

If any of our products contain defects or have reliability, quality or compatibility problems, our reputation may be damaged and customers may be reluctant to buy our products. We may also face a higher rate of product defects as we increase our production levels in periods of significant growth. In addition, we may not find defects or failures in our products until after they are installed in a manufacturer's fabrication facility. We may have to invest significant capital and other resources to correct these problems. Our customers also might seek to recover from us any losses resulting from defects or failures in our products. In addition, hazardous materials flow through and are controlled by certain of our products and an unintended release of these materials could result in serious injury or death. Liability claims could require us to spend significant time and money in litigation or pay significant damages.

We may incur unexpected warranty and performance guarantee claims that could materially adversely affect our business, financial condition and results of operations.

In connection with our products and services, we provide various product warranties, performance guarantees and indemnification rights. Warranty or other performance guarantee or indemnification claims against us could cause us to incur significant expense to repair or replace defective products or indemnify the affected customer for losses. In addition, quality issues have various other ramifications, including delays in the recognition of sales, loss of sales, loss of future sales opportunities, increased costs associated with repairing or replacing products, and a negative impact on our reputation, all of which could materially adversely affect our business, financial condition and results of operations.

Our dependence on a limited number of suppliers may harm our production output and increase our costs, and may prevent us from delivering acceptable products on a timely basis.

Our ability to meet our customers' demand for our products depends upon obtaining adequate supplies of quality components and other raw materials on a timely basis. In addition, our customers often specify components from particular suppliers that we must incorporate into our products. We also use consignment and just-in-time stocking programs, which means we carry very little inventory of components or other raw materials, and we rely on our suppliers to deliver necessary components and raw materials in a timely manner. However, our suppliers are under no obligation to continue to provide us with components or other raw materials. As a result, the loss of or failure to perform by any of our key suppliers could materially adversely affect our ability to deliver products on a timely basis. In addition, if a supplier is unable to provide the volume of components we require on a timely basis and at acceptable prices and quality, we would have to identify and qualify replacements from alternative sources of supply, and the process of qualifying new suppliers for complex components is lengthy and could delay our production. We may also experience difficulty in obtaining sufficient supplies of components and raw materials in times of significant growth in our business. If we are unable to procure sufficient quantities of components or raw materials from suppliers, our customers may elect to delay or cancel existing orders or not place future orders, which could have a material adverse effect on our business, financial condition and results of operations.

Supply chain disruptions, manufacturing interruptions or delays, or the failure to accurately forecast customer demand could affect our ability to meet customer demand, lead to higher costs, or result in excess or obsolete inventory.

Our business depends on our timely supply of equipment, services and related products to meet the changing requirements of our customers, which depends in part on the timely delivery of parts, materials and services from suppliers and contract manufacturers. Shortages of parts, materials and services needed to manufacture our products, as well as delays in and unpredictability of shipments due to transportation interruptions, have adversely impacted, and may continue to adversely impact, our manufacturing operations and our ability to meet customer demand. Ongoing supply chain constraints may continue to increase costs of logistics and parts for our products and may cause us to pass on increased costs to our customers, which may lead to reduced demand for our products and materially and adversely impact our operating results. Supply chain disruptions have caused and may continue to cause delays in our equipment production and delivery schedules, which could have an adverse impact on our operating and financial results.

We may experience supply chain disruptions, significant interruptions of our manufacturing operations, delays in our ability to deliver or install products or services, increased costs, customer order cancellations or reduced demand for our products as a result of:

- global trade issues and changes in and uncertainties with respect to trade and export regulations, trade policies and sanctions, tariffs (including uncertainty around increased, new, or retaliatory tariffs and trade restrictions resulting from the current presidential administration), international trade disputes and new and unchanging regulations for exports of certain technologies to China, where a portion of our supply chain is located, and any retaliatory measures, that adversely impact us or our suppliers;
- the failure or inability to accurately forecast demand and obtain quality parts on a cost-effective basis;
- volatility in the availability and cost of parts, commodities, energy and shipping related to our products, including increased costs due to high inflation or interest rates or other market conditions;
- difficulties or delays in obtaining required import or export licenses and approvals;
- shipment delays due to transportation interruptions or capacity constraints;
- a worldwide shortage of manufacturing components as a result of sharp increases in demand for semiconductor products in general;
- cybersecurity incidents or information technology or infrastructure failures, including those of a third-party supplier or service provider; and
- natural disasters, the impacts of climate change or other events beyond our control (such as earthquakes, utility interruptions, tsunamis, hurricanes, typhoons, floods, storms or extreme weather conditions, fires, regional economic downturns, regional or global health epidemics, geopolitical turmoil, increased trade restrictions between the U.S. and China and other countries, social unrest, political instability, terrorism or acts of war) in locations where we or our customers or suppliers have manufacturing, research, engineering, or other operations.

If we need to rapidly increase our business and manufacturing capacity to meet increases in demand or expedited shipment schedules, this may strain our manufacturing and supply chain operations and negatively impact our working capital.

We are subject to order and shipment uncertainties, and any significant reductions, cancellations or delays in customer orders could have a material adverse effect on our business, financial condition and results of operations.

Our sales are difficult to forecast because we generally do not have a material backlog of unfilled orders and because of the short timeframe within which we are often required to manufacture and deliver products to our customers. Most of our sales for a particular quarter depend on customer orders placed during that quarter or shortly before it commences. Our contracts generally do not require our customers to commit to minimum purchase volumes. While most of our customers provide periodic rolling forecasts for product orders, those forecasts do not become binding until a formal purchase order is submitted, which generally occurs only a short time prior to shipment. As a result of the foregoing and the cyclicality and volatility of the industries we serve, it is difficult to predict future orders with precision and we may incur unexpected or additional costs to align our business operations with changes in demand. Occasionally, we order component inventory and build products in advance of the receipt of actual customer orders. Customers may cancel order forecasts, change production quantities from forecasted volumes, change product specifications or delay production for reasons beyond our control. Furthermore, reductions, cancellations or delays in customer order forecasts may occur from time to time without penalty to, or compensation from, the customer. Reductions, cancellations or delays in forecasted orders could cause us to hold inventory longer than anticipated, which could reduce our gross profit, restrict our ability to fund our operations, and result in unanticipated reductions or delays in sales. If we do not obtain orders as we anticipate, we could have excess components for a specific product or finished goods inventory that we would not be able to sell to another customer, likely resulting in inventory write-offs or selling inventory at lower margins, which could have a material adverse effect on our business, financial condition and results of operations.

We may be subject to interruptions, failures, or cybersecurity breaches in our information technology systems.

We rely on our information technology systems to process transactions, summarize our operating results and manage our business. Our information technology systems are subject to damage or interruption from power outages, computer and telecommunications failures, computer viruses, cyber-attack or other security breaches, catastrophic events, such as fires, floods, earthquakes, tornadoes, hurricanes, severe weather, acts of war or terrorism, and usage errors by our employees. If our information technology systems are damaged or cease to function properly, we may have to make a significant investment to fix or replace them, and we may suffer loss of critical data and interruptions or delays in our operations.

We may be the target of attempted cyber-attacks, computer viruses, malicious code, phishing attacks, denial of service attacks and other information security threats. In addition, artificial intelligence technologies are increasingly being used by malicious actors to identify vulnerabilities, automate reconnaissance, generate sophisticated phishing and social engineering attacks, develop polymorphic malware that evades traditional detection methods, and implement coordinated cyber-attacks at scale and speed that exceed human-directed attacks. As AI capabilities continue to advance, the sophistication, scale, and frequency of AI-enhanced cyber-attacks are expected to increase significantly, potentially outpacing our ability to defend against such threats using conventional cybersecurity measures. Our cybersecurity defenses may require substantial ongoing investment in AI-powered security tools, threat intelligence, and skilled security personnel to address the evolving AI threat landscape.

To date, cyber-attacks have not had a material impact on our financial condition, results or business; however, our efforts to maintain the security and integrity of our information technology systems may not be effective and security breaches or disruptions could result in material financial or other losses in the future, especially if we are not able to predict the probability and the severity of these attacks. Our risk and exposure to these matters remains heightened because of, among other things, the evolving nature of these threats, the current global economic and political environment, our prominent size and scale, the outsourcing of some of our business operations to foreign jurisdictions, the ongoing shortage of qualified cyber-security professionals, and the interconnectivity and interdependence of third parties to our systems. The occurrence of a cyber-attack, breach, unauthorized access, misuse, computer virus or other malicious code or other cyber-security event could jeopardize or result in the unauthorized disclosure, gathering, monitoring, misuse, corruption, loss or destruction of confidential and other information that belongs to us, our customers, our counterparties, third-party service providers or borrowers that is processed and stored in, and transmitted through, our computer systems and networks. The occurrence of such an event could also result in damage to our software, computers or systems, or otherwise cause interruptions or malfunctions in our, our customers', our counterparties' or third parties' operations. This could result in significant losses, loss of customers and business opportunities, reputational damage, litigation, regulatory fines, penalties or intervention, reimbursement or other compensatory costs, or otherwise materially adversely affect our business, financial condition or results of operations. While we have purchased cyber-security insurance, there can be no assurance that the coverage will be sufficient to cover all financial losses. Moreover, as cyber-security events increase in frequency and magnitude, we may be unable to obtain cyber-security insurance in amounts and on terms we view as appropriate for our operations.

The reliability and capacity of our information technology systems is critical to our operations and the implementation of our growth initiatives. Any material disruption in our information technology systems, or delays or difficulties in implementing or integrating new systems or enhancing current systems, could have a material adverse effect on our business, financial condition, and results of operations.

Our customers' adoption of artificial intelligence and machine learning technologies for semiconductor manufacturing process optimization and equipment control may create new technical requirements, interoperability challenges, and competitive risks.

Semiconductor equipment manufacturers and semiconductor device manufacturers are increasingly adopting artificial intelligence and machine learning technologies for process optimization, predictive maintenance, equipment control, yield enhancement, and fab automation. These AI/ML capabilities may become standard customer requirements for capital equipment and subsystems, requiring real-time data integration, edge computing capabilities, sophisticated sensors and instrumentation, and software interfaces that enable AI-driven process control and optimization.

If we are unable to develop and integrate AI/ML capabilities into our gas and chemical delivery subsystems at the pace required by our OEM customers and their end customers, we may be at a competitive disadvantage relative to suppliers who offer AI-enabled products. Developing AI/ML capabilities may require significant investments in software engineering, data science, sensor technologies, and computing infrastructure, and we may lack the internal expertise or resources to develop such capabilities as rapidly as the market demands. We may also face technical challenges in integrating AI/ML capabilities with our existing product architectures, or in ensuring interoperability with our OEM customers' AI platforms and industry-standard protocols.

Additionally, AI-enabled equipment and subsystems may create new data privacy, data security, and intellectual property issues, as process data, recipes, and performance information may be collected, transmitted, and analyzed by AI systems, potentially creating risks of data breaches, unauthorized access to confidential information, or disputes over ownership of AI-generated insights. Customer requirements for AI capabilities may also increase product complexity, development costs, and time-to-market for new products, and may require ongoing software updates, maintenance, and support that create new service obligations and cost structures.

Our failure to keep pace with customer AI adoption could result in loss of market share, reduced pricing power, or exclusion from next-generation equipment platforms, which could have a material adverse effect on our business, financial condition and results of operations.

Certain of our customers require that we consult with them in connection with specified fundamental changes in our business and that we address any concerns or requests such customer may have in connection with a fundamental change.

Certain of our key customers require that we consult with them in connection with specified fundamental changes in our business, including, among other things:

- entering into any new line of business;
- amending or modifying our organizational documents;
- selling all or substantially all of our assets, or merging or amalgamating with a third party;
- incurring borrowings in excess of a specific amount;
- making senior management changes; and
- entering into any joint venture arrangement.

These customers do not have contractual approval or veto rights with respect to any fundamental changes in our business. However, our failure to consult with such customers or to satisfactorily respond to their requests in connection with any such fundamental change could potentially constitute a breach of contract or otherwise be detrimental to our relationships with such customers, which could have a material adverse effect on our business, financial condition and results of operations.

Our business is largely dependent on the know-how of our employees, and we generally do not have an intellectual property position that is protected by patents.

We believe that the success of our business depends in part on our proprietary technology, information, processes and know-how and on our ability to operate without infringing on the proprietary rights of third parties. We rely on a combination of trade secrets and contractual confidentiality provisions and, to a much lesser extent, patents, copyrights and trademarks to protect our proprietary rights. Accordingly, our intellectual property position is more vulnerable than it would be if it were protected primarily by patents. We cannot ensure that we have adequately protected or will be able to adequately protect our technology, that our competitors will not be able to utilize our existing technology or develop similar technology independently, that the claims allowed with respect to any patents held by us will be broad enough to protect our technology or that foreign intellectual property laws will adequately protect our intellectual property rights. If we fail to protect our proprietary rights successfully, our competitive position could suffer. Any future litigation to enforce patents issued to us, to protect trade secrets or know-how possessed by us or to defend ourselves or to indemnify others against claimed infringement of the intellectual property rights of others could have a material adverse effect on our business, financial condition and results of operations.

Our business will suffer if we are unable to attract, hire, integrate and retain key personnel and other necessary employees, particularly in the highly competitive technology labor market, or if we experience labor disruptions at our facilities.

Our business will suffer if we are unable to attract, employ and retain highly skilled personnel as our future success depends in part on the continued service of our key executive officers, as well as our research, engineering, sales and manufacturing personnel, most of whom are not subject to employment or non-competition agreements. Competition for qualified personnel in the technology industry is particularly intense, and we operate in geographic locations in which labor markets are competitive. Our management team has significant industry experience, substantial institutional knowledge of our business and operations and deep customer relationships, and therefore would be difficult to replace. In addition, our business is dependent to a significant degree on the expertise and relationships which only a limited number of engineers possess. Many of these engineers often work at our customers' sites and serve as an extension of our customers' product design teams. The loss of any of our key executive officers or key engineers and other personnel, including our engineers working at our customers' sites, or the failure to attract additional personnel as needed, could have a material adverse effect on our business, financial condition and results of operations and could lead to higher labor costs, the use of less-qualified personnel and the loss of customers. We initiated labor cost reduction initiatives in the second quarter of 2025, continuing through the fourth quarter of 2025, which may adversely affect us as a result of decreased employee morale, the loss of institutional knowledge held by departing employees and the allocation of resources to reorganize and reassign job roles and responsibilities. Furthermore, we do not maintain key person life insurance with respect to any of our employees. In addition, if any of our key executive officers or other key employees were to join a competitor or form a competing company, we could lose customers, suppliers, know-how and key personnel.

As of December 26, 2025, we had approximately 1,891 full time employees and 557 contract/temporary employees worldwide. None of our employees are unionized, but in various countries, local law requires our participation in works councils. While we have not experienced any material work stoppages at any of our facilities, any stoppage or slowdown could cause material interruptions in manufacturing, and we cannot ensure that alternate qualified personnel would be available on a timely basis, or at all. As a result, labor disruptions at any of our facilities could materially adversely affect our business, financial condition and results of operations.

Our business is subject to the risks of severe weather, earthquakes, fire, power outages, floods, and other catastrophic events, including weather events resulting from climate change, and to interruption by man-made disruptions, such as terrorism.

Our facilities could be subject to a catastrophic loss caused by natural disasters, including severe weather, fires, earthquakes or other events, including a terrorist attack, a pandemic, epidemic or outbreak of a disease. Increasing concentrations of greenhouse gasses in the Earth's atmosphere and climate change may produce significant physical effects on weather conditions, such as increased frequency and severity of droughts, storms, floods, extreme temperatures, and other climatic events. While we maintain disaster recovery plans, they might not adequately protect us. These events, including terrorist attacks, pandemics, epidemics or outbreaks of a disease, hurricanes, fires, floods and ice and snow storms, could result in damage to and closure of our or our customers' facilities or the infrastructure on which such facilities rely. Additionally, it could delay production and shipments, reduce sales, result in large expenses to repair or replace the facility, and we may experience extended power outages at our facilities. Disruption in supply resulting from natural disasters or other causalities or catastrophic events may result in certain of our suppliers being unable to deliver sufficient quantities of components or raw materials at all or in a timely manner, which could cause disruptions in our operations or disruptions in our customers' operations. Although we carry business interruption insurance policies and typically have provisions in our contracts that protect us in certain events, our coverage might not be adequate to compensate us for all losses that may occur. To the extent that natural disasters or other calamities or causalities should result in delays or cancellations of customer orders, or the delay in the manufacture or shipment of our products, our business, financial condition and results of operations would be materially adversely affected.

Government subsidy programs for semiconductor manufacturing may create artificial and unsustainable demand patterns for capital equipment, and subsidy conditions may create competitive distortions or impose indirect obligations on us.

Governments in the United States, European Union, Japan, South Korea, China, and other countries have enacted substantial subsidy and incentive programs to encourage domestic semiconductor manufacturing capacity. These programs, including the U.S. CHIPS and Science Act, the EU Chips Act, and similar initiatives, provide grants, tax incentives, loan guarantees, and other financial support to semiconductor manufacturers who build or expand fabrication facilities in specific jurisdictions.

Government subsidy programs may create demand volatility and distortions in the semiconductor capital equipment market:

- Subsidized fabrication facility construction may create a near-term surge in capital equipment demand as multiple subsidized projects proceed simultaneously, followed by a sharp decline in demand once subsidy-driven projects are completed, creating boom-bust cycles that are more severe than normal industry cyclicality;
- Subsidized facilities may not be economically sustainable without ongoing government support, and may operate at low utilization rates or may be curtailed if subsidies are reduced or eliminated, resulting in lower ongoing demand for spare parts, upgrades, or capacity expansions;
- Government subsidy priorities may favor certain types of semiconductor manufacturing (e.g., mature node manufacturing for automotive or industrial applications versus leading-edge logic manufacturing), creating uneven demand across equipment categories and potentially reducing demand for equipment types where we have strong positions;
- Subsidized competitors in foreign markets may gain market share due to government support, while we may not have access to equivalent subsidies, creating competitive disadvantages; and
- Political changes or budget constraints may result in subsidy programs being reduced, delayed, or eliminated, causing sudden changes in expected demand.

Additionally, semiconductor manufacturers who receive government subsidies may be subject to various conditions and restrictions that could indirectly affect us:

- "Buy national" or domestic content requirements that encourage or require subsidized manufacturers to source equipment and subsystems from domestic suppliers, potentially disadvantaging us if we do not have manufacturing presence in the subsidy jurisdiction or if our products do not meet domestic content thresholds;
- Restrictions on subsidized manufacturers' ability to expand manufacturing capacity in certain countries, which may limit end-market demand for equipment in regions where we have sales or manufacturing presence;
- Labor, environmental, or social requirements imposed on subsidy recipients that may flow down through the supply chain to us as indirect requirements or customer expectations; and
- Transparency and reporting requirements that may require subsidized customers to disclose information about their supply chains, potentially affecting our confidential commercial information or competitive position.

We have limited visibility into how government subsidy programs will ultimately affect equipment demand patterns, customer behavior, or competitive dynamics. Our inability to accurately forecast subsidy-driven demand could result in capacity mismatches, inventory imbalances, or missed market opportunities. Subsidy-driven market distortions could have a material adverse effect on our business, financial condition and results of operations.

We may be classified as a passive foreign investment company ("PFIC"), which could result in adverse U.S. federal income tax consequences for U.S. holders.

Based on the current and anticipated valuation of our assets and the composition of our income and assets, we do not expect to be considered a PFIC, for U.S. federal income tax purposes for the foreseeable future. However, we must make a separate determination for each taxable year as to whether we are a PFIC after the close of each taxable year and we cannot assure you that we will not be a PFIC for our 2025 taxable year or any future taxable year. Under current law, a non-U.S. corporation will be considered a PFIC for any taxable year if either (1) at least 75% of its gross income is passive income or (2) at least 50% of the value of its assets, generally based on an average of the quarterly values of the assets during a taxable year, is attributable to assets that produce or are held for the production of passive income. PFIC status depends on the composition of our assets and income and the value of our assets, including, among others, a pro rata portion of the income and assets of each subsidiary in which we own, directly or indirectly, at least 25% by value of the subsidiary's equity interests, from time to time. Because we currently hold and expect to continue to hold a substantial amount of cash or cash equivalents, and because the calculation of the value of our assets may be based in part on the value of our ordinary shares, which may fluctuate considerably given that market prices of technology companies historically often have been volatile, we may be a PFIC for any taxable year. If we were treated as a PFIC for any taxable year during which a U.S. holder held ordinary shares, certain adverse U.S. federal income tax consequences could apply for such U.S. holder.

Legal and Regulatory Risks

Our business is subject to a variety of U.S. and international laws, rules, policies, and other obligations regarding privacy, data protection, and other matters.

We are subject to federal, state, and international laws relating to the collection, use, retention, security, and transfer of customer, employee, and business partner personally identifiable information, including the European Union's General Data Protection Regulation ("GDPR"), the California Consumer Privacy Act ("CCPA") and similar effective or proposed state legislation in the U.S. In many cases, these laws apply not only to third-party transactions, but also to transfers of information between one company and its subsidiaries, and among the subsidiaries and other parties with which we have commercial relations. The introduction of new products or expansion of our activities in certain jurisdictions may subject us to additional laws and regulations. Foreign data protection, privacy, and other laws and regulations, including GDPR, can be more restrictive than those in the U.S. These U.S. federal and state and foreign laws and regulations, including GDPR, which can be enforced by private parties or government entities, are constantly evolving and can be subject to significant change. In addition, the application and interpretation of these laws and regulations, including GDPR, are often uncertain, particularly in the new and rapidly evolving industry in which we operate, and may be interpreted and applied inconsistently from country to country and inconsistently with our current policies and practices. These existing and proposed laws and regulations can be costly to comply with and can delay or impede the development of new products, result in negative publicity, increase our operating costs, require significant management time and attention, and subject us to inquiries or investigations, claims or other remedies, including fines, which may be significant, or demands that we modify or cease existing business practices.

A failure by us, our suppliers, or other parties with whom we do business to comply with posted privacy policies or with other federal, state, or international privacy-related or data protection laws and regulations, including GDPR and CCPA, could result in proceedings against us by governmental entities or others, which could have a material adverse effect on our business, results of operations, and financial condition.

Third parties have claimed and may in the future claim we are infringing their intellectual property, which could subject us to litigation or licensing expenses, and we may be prevented from selling our products if any such claims prove successful.

We have received claims, and may in the future, that our products, processes or technologies infringe the patents or other proprietary rights of third parties. Any litigation regarding our patents or other intellectual property could be costly and time-consuming and divert our management and key personnel from our business operations, any of which could have a material adverse effect on our business, financial condition and results of operations. The complexity of the technology involved in our products, the uncertainty of intellectual property litigation, and the uncertainty of the intellectual property rights of others that may be applicable to our products increase these risks. Claims of intellectual property infringement may also require us to enter into costly license agreements which we may not be able to obtain on terms acceptable to us, or at all. We also may be subject to significant damages or injunctions against the development, manufacture and sale of certain of our products if any such claims prove successful. We rely on design specifications and other intellectual property of our customers in the manufacture of products for such customers. While our customer agreements generally provide for indemnification of us by a customer if we are subjected to litigation for third-party claims of infringement of such customer's intellectual property, such indemnification provisions may not be sufficient to fully protect us from such claims, or our customers may breach such indemnification obligations to us, which could result in costly litigation to defend against such claims or enforce our contractual rights to such indemnification.

From time to time, we may become involved in other litigation and regulatory proceedings, which could require significant attention from our management and result in significant expense to us and disruptions in our business.

We may in the future be named as a defendant from time to time in other lawsuits and regulatory actions relating to our business, such as commercial contract claims, employment claims and tax examinations, some of which may claim significant damages or cause us reputational harm. Due to the inherent uncertainties of litigation and regulatory proceedings, we cannot predict the ultimate outcome of any such proceeding. An unfavorable outcome could have a material adverse effect on our business, financial condition and results of operations or limit our ability to engage in certain of our business activities. In addition, regardless of the outcome of any litigation or regulatory proceeding, such proceedings are often expensive, time-consuming and disruptive to normal business operations and require significant attention from our management. As a result, any such lawsuits or proceedings could materially adversely affect our business, financial condition and results of operations.

As a global company, we are subject to the risks of doing business internationally, including periodic foreign economic downturns and political instability, which may adversely affect our sales and cost of doing business in those regions of the world.

Foreign economic downturns have adversely affected our business and results of operations in the past and could adversely affect our business and results of operations in the future. In addition, other factors relating to the operation of our business outside of the U.S. may have a material adverse effect on our business, financial condition and results of operations in the future, including:

- the imposition of governmental controls or changes in government regulations, including tax regulations;
- difficulties in enforcing our intellectual property rights;
- difficulties in developing relationships with local suppliers;
- difficulties in attracting new international customers;
- difficulties in complying with foreign and international laws and treaties;
- restrictions on the export of technology, including those based on positions taken by governmental agencies regarding possible national, commercial or security issues posed by the development, sale or export of certain products and technologies;
- compliance with U.S. and international laws involving international operations, including the Foreign Corrupt Practices Act, export control laws and export license requirements;
- difficulties in achieving headcount reductions due to unionized labor and works councils;
- restrictions on transfers of funds and assets between jurisdictions;
- geopolitical instability;
- change in currency controls; and
- trade restrictions and changes in taxes and tariffs.

In the future, we may seek to expand our presence in certain foreign markets or enter emerging markets. Evaluating or entering an emerging market may require considerable management time, as well as start-up expenses for market development before any significant sales and earnings are generated. Operations in new foreign markets may achieve low margins or may be unprofitable, and expansion in existing markets may be affected by local political, economic and market conditions. As we continue to operate our business globally, our success will depend, in part, on our ability to anticipate and effectively manage these and the other risks noted above. The impact of any one or more of these factors could materially adversely affect our business, financial condition and results of operations.

Changes in U.S. or international trade policy, tariffs, and import/export regulations may have a material adverse effect on our business, financial condition and results of operations.

Our international operations and transactions depend upon favorable trade relations between the U.S. and the foreign countries in which our customers and suppliers have operations. Changes in U.S. or international social, political, regulatory and economic conditions or in laws and policies governing foreign trade, manufacturing, development and investment in the territories or countries where we currently sell our products or conduct our business, as well as any negative sentiment toward the U.S. as a result of such changes, could adversely affect our business. Legislators in the U.S. may institute or propose changes to trade policies that include the negotiation or termination of trade agreements, the imposition of higher tariffs on imports into the U.S., economic sanctions on individuals, corporations or countries, and other government regulations affecting trade between the U.S. and other countries where we conduct our business. It may be time-consuming and expensive for us to alter our business operations in order to adapt to or comply with any such changes, and we may face competition from companies that exist in a more favorable legal or regulatory environment than we do who are able to sell products for certain applications to certain customers that we are prohibited from selling to under applicable export controls.

As a result of recent trade policy changes in the U.S., there may be greater restrictions and economic disincentives on international trade and a resulting impact on our operations, sales and financial condition. For example, the Bureau of Industry and Security (“BIS") has issued multiple rules in the last several years (the "BIS Rules") that restrict the export of advanced computing and semiconductor manufacturing items when provided for use in certain semiconductor manufacturing activities in China, which have impacted and may continue to impact our sales and operations. We have had some delays in export activity as we analyze available emergency authorizations and assess the new licensing requirements for our business. While we have applied and received licenses from the BIS for our products, we recognize that the BIS could revise or expand the BIS Rules in response to public comments and the BIS may issue guidance clarifying the scope of the BIS Rules. Such revisions, expansions or guidance could change the impact of the BIS Rules on our business and require us to apply for additional licenses. If the BIS denies our license applications or there are delays in issuing licenses, we may have to cease or delay exports, which would cause a reduction in revenue. Furthermore, to the extent any of our customers or counterparties are designated on the Entity List or Unverified List maintained by the BIS, to which BIS may continue to add customers, we could suffer additional disruptions to sales and operations.

More broadly, if customers do not view us as a reliable supplier because we cannot obtain the necessary licenses, we may lose business opportunities to competitors. In particular, competitors outside the U.S. whose products are not subject to the BIS Rules may replace us if we cannot obtain licenses in a timely manner. In the longer term, if our supply is less reliable due to the BIS Rules, Chinese entities that currently purchase our products may begin to develop their own products instead. China's investments in technology development and manufacturing capability in support of its stated policy of reducing its dependence on foreign semiconductor manufacturers and other technology companies has likely already resulted, and we expect will continue to result, in reduced demand for our products in China and other key markets as well as reduced supply of critical materials for our products. To the extent that the BIS or other relevant regulators impose additional export restrictions that apply to our business, it will have an adverse impact on our revenues and operations as well.

This represents a structural, long-term threat to our revenue rather than merely a cyclical or regulatory compliance issue. Chinese government-backed initiatives to achieve semiconductor self-sufficiency, including substantial state subsidies for domestic equipment manufacturers and semiconductor device manufacturers, may erode our market position in China over a multi-year period even if current export control regulations are not further tightened. We may experience permanent loss of market share in China as Chinese customers increasingly source equipment and subsystems from domestic suppliers, and we may be unable to offset such losses with growth in other geographic markets due to limited semiconductor manufacturing capacity outside of Asia.

In addition, geopolitical changes in China-Taiwan relations could disrupt the operations of companies in China or Taiwan that are suppliers to, or third-party partners of, the Company, our customers and our customers’ other suppliers. Disruption of certain critical operations in China or Taiwan would adversely affect our ability to manufacture certain products and would likely have substantial negative effects on the entire semiconductor industry.

Tariffs and other changes in U.S. trade policy could trigger retaliatory actions by affected countries, and certain foreign governments have instituted or are considering imposing trade sanctions on certain U.S. goods. For example, further U.S. government escalation of restrictions related to China and increased restrictions on Chinese exports, such as those tariffs contemplated by the current U.S. administration on goods originating from China, may lead to regulatory retaliation by the Chinese government and possibly further escalate geopolitical tensions, and any such scenarios may adversely impact our business. Such changes have the potential to adversely impact the U.S. economy or certain sectors thereof, our industry and the global demand for our products. We may not succeed in developing and implementing policies and strategies to counter the foregoing factors effectively in each location where we do business and the foregoing factors may cause a reduction in our sales, profitability or cash flows, or cause an increase in our liabilities.

U.S. export control regulations apply to "deemed exports" of controlled technology to foreign nationals, and the complexity of re-export controls across our international operations may limit our ability to hire qualified personnel and may create compliance challenges.

U.S. export control regulations apply not only to the physical export of products and technology from the United States, but also to "deemed exports," which occur when controlled technology or source code is released to a foreign national within the United States. A foreign national is any person who is not a U.S. citizen or lawful permanent resident. Deemed export rules mean that providing access to controlled technical data, software, or technology to foreign national employees, contractors, or visitors in the United States may require an export license, depending on the person's nationality and the classification of the technology.

Our business depends on our ability to hire and retain highly skilled engineers, many of whom may be foreign nationals, including individuals from China, Taiwan, and other countries that are subject to heightened export control scrutiny. Deemed export restrictions may limit our ability to:

- Recruit and hire qualified engineering talent, particularly in competitive labor markets where foreign nationals represent a significant portion of available candidates;
- Assign foreign national employees to work on projects involving controlled technologies, potentially creating inefficiencies in resource allocation and project staffing;
- Provide foreign national employees with access to technical information, training, or collaborative work environments necessary for effective performance of their duties;
- Utilize foreign national employees in customer-facing roles where exposure to customer proprietary information or controlled technologies may occur; and
- Compete for talent against companies that are not subject to deemed export restrictions or that have more permissive licensing arrangements.

Compliance with deemed export regulations requires careful tracking of employee nationalities, technology classifications, and license authorizations, and violations can result in significant civil and criminal penalties. We may be required to implement costly administrative controls, facility access restrictions, and information barriers to ensure deemed export compliance, and such measures may negatively impact operational efficiency, employee morale, and our culture of collaboration and innovation.

In addition, our international operations create re-export control complexity. Products, software, and technology that are manufactured, developed, or stored outside the United States but that incorporate U.S.-origin controlled content or that are produced using U.S.-origin technology may be subject to U.S. re-export controls. This means that transfers of items or technology among our foreign subsidiaries, from our foreign subsidiaries to customers or suppliers, or within the operations of our foreign subsidiaries may require U.S. export licenses or may be subject to U.S. export restrictions, even though such transfers do not physically touch the United States.

Tracking U.S.-origin controlled content across complex, multi-jurisdictional supply chains and manufacturing operations is administratively burdensome and creates risk of inadvertent violations. Re-export control requirements may limit our flexibility to optimize our global supply chain, to transfer manufacturing or engineering resources among facilities, or to respond quickly to customer requirements. Foreign governments may also object to the application of U.S. export controls to activities occurring outside U.S. territory, potentially creating conflicting legal obligations.

Our failure to comply with deemed export or re-export control regulations could result in loss of export privileges, significant fines and penalties, reputational damage, and criminal liability for responsible individuals, and could have a material adverse effect on our business, financial condition and results of operations.

We are subject to numerous environmental laws and regulations, including laws and regulations addressing climate change, which could require us to incur environmental liabilities, increase our manufacturing and related compliance costs or otherwise adversely affect our business.

We are subject to a variety of federal, state, local and foreign laws and regulations governing the protection of the environment or addressing climate change. These environmental laws and regulations include those relating to the use, storage, handling, discharge, emission, disposal and reporting of toxic, volatile or otherwise hazardous materials (such as regulations imposed on the use or sale of polyfluoroalkyl substances ("PFAS") or PFAS-containing products) used in our manufacturing processes. These materials may have been or could be released into the environment at properties currently or previously owned or operated by us, at other locations during the transport of materials or at properties to which we send substances for treatment or disposal. In addition, we may not be aware of all environmental laws or regulations that could subject us to liability in the U.S. or internationally. If we were to violate or become liable under environmental laws and regulations or become non-compliant with permits required at some of our facilities, we could be held financially responsible and incur substantial costs, including cleanup costs, fines and civil or criminal sanctions, third-party property damage or personal injury claims. We could also be required to alter or discontinue our product design, manufacturing and operations in certain jurisdictions and incur substantial expense in order to comply. In addition, our operations may be interrupted or restricted by the phase-out or ban of certain substances, materials or processes, which may impact the sourcing, supply and pricing of materials used in manufacturing our products.

Concern over climate change may continue to result in new or increased legal and regulatory requirements to reduce or mitigate the effects of climate change. Increased costs of energy or compliance with emissions standards due to legal or regulatory requirements related to climate change may cause disruptions in or increased costs associated with manufacturing our products.

Evolving environmental, social and governance disclosure requirements and stakeholder expectations may increase our compliance costs, expose us to reputational and litigation risks, and affect our ability to attract customers, investors, and employees.

We are subject to increasing requirements and expectations regarding environmental, social, and governance ("ESG") matters from regulators, investors, customers, employees, and other stakeholders. The U.S. Securities and Exchange Commission ("SEC") has proposed rules that would require public companies to provide detailed disclosures regarding climate-related risks, greenhouse gas emissions (including Scope 1, Scope 2, and in some cases Scope 3 emissions), climate-related financial impacts, and oversight and governance of climate-related risks. Although the SEC's proposed climate disclosure rules have faced legal and regulatory challenges and their final form and timing remain uncertain, we may ultimately be required to comply with such rules or with similar disclosure requirements adopted by the SEC or other regulators.

In addition, international ESG disclosure frameworks are creating compliance obligations for companies operating globally. The European Union's Corporate Sustainability Reporting Directive ("CSRD") requires detailed sustainability reporting covering environmental, social, employee, human rights, anti-corruption, and diversity matters, with requirements that extend to non-EU companies with significant EU operations or revenue. Other jurisdictions, including the United Kingdom, Singapore, and various other countries where we operate or sell products, have adopted or are considering mandatory ESG disclosure regimes. These various frameworks are not fully harmonized, creating complexity and potential inconsistency in reporting obligations across jurisdictions.

Compliance with evolving ESG disclosure requirements may require us to:

- Implement new systems, processes, and internal controls to measure, track, and report ESG metrics, including greenhouse gas emissions across our operations and supply chain;
- Engage third-party consultants, auditors, or verification services to validate ESG data and disclosures;
- Dedicate significant management time and attention to ESG strategy, governance, and reporting;
- Make costly changes to operations, supply chain, or business practices to improve ESG performance or to meet stakeholder expectations;
- Disclose information that we have historically treated as confidential or that may be competitively sensitive; and
- Subject our ESG disclosures to the same liability standards as financial disclosures, creating potential for securities litigation or regulatory enforcement if disclosures are deemed inaccurate or misleading.

Beyond regulatory compliance, our customers, particularly large OEMs and semiconductor manufacturers, are increasingly requiring their suppliers to meet specific ESG criteria as a condition of doing business. Customer requirements may include carbon neutrality commitments, renewable energy usage targets, supply chain transparency and due diligence regarding conflict minerals and human rights, diversity and inclusion metrics, and adherence to specific ESG standards or certifications. Our failure to meet customer ESG requirements could result in disqualification from bids, loss of business, or reduced competitiveness, particularly as ESG performance becomes a more prominent factor in OEM supplier selection processes.

Similarly, investors are increasingly incorporating ESG factors into investment decisions and may penalize companies with unfavorable ESG profiles through lower valuations, reduced access to capital, or higher cost of capital. Employees and prospective employees, particularly in competitive technology labor markets, may consider our ESG commitments and performance in making employment decisions, and our failure to meet employee expectations on ESG matters could affect our ability to attract and retain talent.

We may also face litigation or reputational risks related to our ESG disclosures or performance. "Greenwashing" litigation, in which companies are accused of making misleading or unsubstantiated environmental claims, has increased in recent years. Activist shareholders, non-governmental organizations, or other parties may publicly criticize our ESG performance or disclosures, potentially causing reputational harm. ESG-related litigation or controversies could be costly to defend, could divert management attention, and could damage our reputation with customers, investors, and other stakeholders.

The evolving and sometimes conflicting nature of ESG disclosure requirements and stakeholder expectations makes it difficult to predict the ultimate costs and operational impacts of ESG compliance. Our ESG-related investments and commitments may not be sufficient to meet future regulatory requirements or stakeholder expectations, and may not generate commensurate benefits in terms of customer retention, investor support, or competitive advantage. ESG compliance costs and related business impacts could have a material adverse effect on our business, financial condition and results of operations.

If we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results, prevent fraud, or file our periodic reports in a timely manner, which may cause investors to lose confidence in our reported financial information and may lead to a decline in our share price.

As a publicly traded company, we are required to comply with the SEC’s rules implementing Section 302 and 404 of the Sarbanes-Oxley Act, which require management to certify financial and other information in our quarterly and annual reports and to provide an annual management report on the effectiveness of controls over financial reporting. Our independent registered public accounting firm is required to attest to the effectiveness of our internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act.

If we are unable to maintain effective internal control over financial reporting or disclosure controls and procedures, our ability to record, process, and report financial information accurately and to prepare financial statements within required time periods could be adversely affected, which could subject us to litigation, investigations, or penalties; negatively affect our liquidity, our access to capital markets, perceptions of our creditworthiness, our ability to complete acquisitions, our ability to maintain compliance with covenants under our debt instruments or derivative arrangements regarding the timely filing of periodic reports, or investor confidence in our financial reporting, any of which may divert management resources or cause our stock price to decline.

Changes in tax laws, tax rates or tax assets and liabilities could materially adversely affect our financial condition and results of operations.

As a global company, we are subject to taxation in the U.S. and various other countries. Significant judgment is required to determine and estimate worldwide tax liabilities. Our future annual and quarterly tax rates could be affected by numerous factors, including changes in applicable tax laws, the amount and composition of pre-tax income in countries with differing tax rates or valuation of our deferred tax assets and liabilities. We have significant operations in the U.S. and our holding company structure includes entities organized in the Cayman Islands, Netherlands, Singapore and Scotland. As a result, changes in applicable tax laws in these jurisdictions could have a material adverse effect on our financial condition and results of operations.

We are also subject to regular examination by the Internal Revenue Service and other tax authorities, and from time to time we initiate amendments to previously filed tax returns. We regularly assess the likelihood of favorable or unfavorable outcomes resulting from these examinations and amendments to determine the adequacy of our provision for income taxes, which requires estimates and judgments. Although we believe our tax estimates are reasonable, we cannot ensure that the tax authorities will agree with such estimates. We may have to engage in litigation to achieve the results reflected in the estimates, which may be time-consuming and expensive. We cannot ensure that we will be successful or that any final determination will not be materially different from the treatment reflected in our historical income tax provisions and accruals, which could materially and adversely affect our financial condition and results of operations.

The U.S. enacted the Inflation Reduction Act of 2022 (“IRA”) in August 2022, which, among other provisions, creates a new corporate alternative minimum tax ("CAMT") of at least 15% for certain large corporations that have at least an average of $1 billion in adjusted financial statement income over a consecutive three-year period effective in tax years beginning after December 31, 2022. The IRA also includes a 1% excise tax on new corporate stock repurchases beginning in 2023. We do not expect to meet the CAMT threshold in the near term nor expect the IRA to have a material impact on our financial statements. On January 21, 2025, U.S. President Trump signed an executive order to immediately pause the disbursement of funds appropriated under the IRA. The pause applies to specific programs or activities related to climate change mitigation. While this executive order is not expected to materially adversely affect our operations, there can be no assurance that our customers, counterparties and suppliers will not be negatively impacted. In addition, it is possible that the U.S. Congress could advance other tax legislation proposals in the future that could have a material impact on our financial statements.

In October 2021, the Organization for Economic Co-operation and Development (“OECD”) issued model rules for a new global minimum tax framework, commonly referred to as “Pillar Two,” which includes the introduction of a 15% global minimum tax. Certain jurisdictions in which we operate have adopted rules locally consistent with the Pillar Two framework, including Singapore, a jurisdiction in which we earn significant profit and were granted a tax holiday expiring in 2026. Additionally, prior decisions by tax authorities regarding corporate tax treatments and positions could change, resulting in a change in tax policies or prior tax rulings. While we are still evaluating the impact of Pillar Two, these rules and/or changes to prior tax treatments and positions may materially and adversely impact our provision for income taxes, net income, and cash flows.

Evolving artificial intelligence regulations may restrict our use of AI technologies, impose compliance costs, create liability risks, and affect our competitiveness.

Governments and regulatory authorities worldwide are developing legal and regulatory frameworks specifically addressing artificial intelligence technologies. The European Union has adopted the AI Act, which classifies AI systems into risk categories and imposes requirements for high-risk AI systems including conformity assessments, risk management systems, data governance, transparency, human oversight, accuracy, and robustness. The U.S. federal government has issued Executive Orders on AI that direct agencies to develop AI regulations and policies, and various U.S. states have proposed or enacted AI-specific legislation. Other countries where we operate or sell products, have adopted or are developing AI regulatory frameworks.

AI regulations may impose various requirements and restrictions on our development, deployment, and use of AI technologies, including:

- Prohibitions or restrictions on certain AI applications deemed to be high-risk or unacceptable risk;
- Mandatory impact assessments, testing, validation, and certification of AI systems before deployment;
- Requirements for transparency and explainability of AI decision-making, which may be technically difficult to achieve for certain types of AI models;
- Human oversight and intervention requirements that may limit the efficiency benefits of AI automation;
- Data governance requirements that restrict the types of data that can be used to train or operate AI systems;
- Liability frameworks that impose strict liability or expanded liability for harms caused by AI systems; and
- Varying and potentially inconsistent requirements across different jurisdictions, creating compliance complexity for our global operations.

Compliance with AI regulations may require us to implement costly governance structures, conduct extensive documentation and testing, modify or limit our use of AI technologies, or forego certain AI applications altogether. We may face situations where AI use cases that are permissible in some jurisdictions are prohibited

or heavily restricted in others, forcing us to maintain multiple versions of products or processes or to limit AI deployment to the most restrictive common denominator.

AI regulations may also create competitive dynamics that favor certain companies or technologies. Large technology companies with greater resources may be better positioned to absorb AI compliance costs, while smaller companies or new entrants may face barriers to AI adoption. Alternatively, if our competitors are subject to less stringent AI regulations in their home jurisdictions, they may be able to develop and deploy AI capabilities more rapidly or at lower cost than we can.

The rapid pace of AI technology evolution and the nascent state of AI regulation create significant uncertainty regarding future compliance obligations. Regulatory frameworks adopted today may become outdated as AI technology advances, potentially leading to frequent regulatory changes that require ongoing adaptation. Our AI-related investments and product development decisions may be adversely affected by regulatory uncertainty, and we may make investments in AI capabilities that are later restricted or prohibited by regulation.

Violations of AI regulations could result in significant fines and penalties, prohibition on AI system deployment, requirements to withdraw products from the market, reputational damage, and potential criminal liability for responsible individuals. AI-related regulatory enforcement or compliance failures could have a material adverse effect on our business, financial condition and results of operations.

Liquidity and Capital Resources Risks

We have a substantial amount of indebtedness, which could adversely affect us, including by decreasing our business flexibility. The agreement that governs our indebtedness contains covenants that could impact our ability to perform certain transactions without obtaining pre-approval from our lenders.

As of December 26, 2025, we had total principal outstanding of $125.0 million under our term loan facility and no outstanding balance under our revolving credit facility (collectively "credit facilities"). We may incur additional indebtedness in the future. Our credit facilities contain certain restrictive covenants and conditions, including limitations on our ability to, among other things:

- incur additional indebtedness or contingent obligations;
- create or incur liens, negative pledges or guarantees;
- make investments;
- make loans;
- sell or otherwise dispose of assets;
- merge, consolidate or sell substantially all of our assets;
- make certain payments on indebtedness;
- pay dividends on or make distributions in respect of capital stock or make certain other restricted payments or investments;
- enter into certain agreements that restrict distributions from restricted subsidiaries;
- enter into transactions with affiliates;
- change the nature of our business; and
- amend the terms of our organizational documents.

As a result of these covenants, we may be restricted in our ability to pursue new business opportunities or strategies or to respond quickly to changes in the industries that we serve. A violation of any of these covenants would be deemed an event of default under our credit facilities. In such event, upon the election of the lenders, the loan commitments under our credit facilities would terminate and the principal amount of the loans and accrued interest then outstanding would be due and payable immediately. A default may also result in the acceleration of any other debt to which a cross-acceleration or cross-default provision applies. In the event our lenders accelerate the repayment of our borrowings, we cannot ensure that we and our subsidiaries would have sufficient funds to repay such indebtedness or be able to obtain replacement financing on a timely basis or at all. These events could force us into bankruptcy or liquidation, which could have a material adverse effect on our business, financial condition and results of operations.

We also may need to negotiate changes to the covenants in the agreements governing our credit facilities in the future if there are material changes in our business, financial condition or results of operations, but we cannot ensure that we will be able to do so on terms favorable to us or at all.

Furthermore, our ability to make scheduled payments on or to refinance our indebtedness, including under our credit facilities, depends on our financial condition and results of operations, which are subject to prevailing economic and competitive conditions and other factors beyond our control. We may be unable to maintain a level of cash flows from operating activities sufficient to permit us to fund our day-to-day operations or to pay the principal, premium, if any, and interest on our indebtedness. If our cash flows and capital resources are insufficient to fund our debt service obligations, we could face substantial liquidity problems and could be forced to reduce or delay investments and capital expenditures or to sell assets or operations, seek additional capital or restructure or refinance our indebtedness. If we cannot make scheduled payments on our debt, we will be in default and, as a result, the lenders under our credit facilities could terminate their commitments to loan money, or foreclose against the assets securing such borrowings, and we could be forced into bankruptcy or liquidation, in each case, which would have a material adverse effect on our business, financial condition and results of operations.

The interest expense associated with our indebtedness is subject to variable rates, and increased debt service costs as a result of higher interest rates could adversely affect our business, financial condition and results of operations.

Borrowings under our credit facilities are generally subject to variable interest rates, which fluctuate depending on macroeconomic factors, and expose us to interest rate risk. If interest rates increase, our debt service costs on these borrowings would also increase, even if the amount borrowed remains the same, and would require us to use more of our available cash to service our indebtedness, resulting in decreased net income and cash flows, including cash available for servicing our indebtedness. There can also be no assurance that we will be able to enter into swap agreements or other hedging arrangements in the future if we desire to do so, or that any future hedging arrangements will offset increases in interest rates.

Ordinary Share Ownership Risks

Our quarterly sales and operating results fluctuate significantly from period to period, and this may cause volatility in our share price.

Our quarterly sales and operating results have fluctuated significantly in the past, and we expect them to continue to fluctuate in the future for a variety of reasons, including the following:

- demand for and market acceptance of our products as a result of the cyclical nature of the industries we serve or otherwise, often resulting in reduced sales during industry downturns and increased sales during periods of industry recovery or growth;
- overall economic conditions;
- changes in the timing and size of orders by our customers;
- strategic decisions by our customers to terminate their outsourcing relationship with us or give market share to our competitors;
- consolidation by our customers;
- cancellations and postponements of previously placed orders;
- pricing pressure from either our competitors or our customers, resulting in the reduction of our product prices or loss of market share;
- disruptions or delays in the manufacturing of our products or in the supply of components or raw materials that are incorporated into or used to manufacture our products, thereby causing us to delay the shipment of products;
- decreased margins for several or more quarters following the introduction of new products, especially as we introduce new subsystems or other products or services;
- changes in design-to-delivery cycle times;
- inability to reduce our costs quickly in step with reductions in our prices or in response to decreased demand for our products;
- changes in our mix of products sold;
- write-offs of excess or obsolete inventory;
- increased fixed overhead;
- one-time expenses or charges; and
- announcements by our competitors of new products, services or technological innovations, which may, among other things, render our products less competitive.

As a result of the foregoing, we believe that quarter-to-quarter comparisons of our sales and results of operations may not be meaningful and that these comparisons may not be an accurate indicator of our future performance. Changes in the timing or terms of a small number of transactions could disproportionately affect our results of operations in any particular quarter. Moreover, our results of operations in one or more future quarters may fail to meet our guidance or the expectations of securities analysts or investors. If this occurs, we would expect to experience an immediate and significant decline in the trading price of our ordinary shares.

Further, if the market for stocks in our industry or industries related to our industry, or the stock market in general, experiences a loss of investor confidence, the trading price of our ordinary shares could decline for reasons unrelated to our business, financial condition and results of operations. If any of the foregoing occurs, it could cause our share price to fall and may expose us to lawsuits that, even if unsuccessful, could be costly to defend and a distraction to management.

Our amended and restated memorandum and articles of association contains anti-takeover provisions that could adversely affect the rights of our shareholders.

Our amended and restated memorandum and articles of association contains provisions to limit the ability of others to acquire control of the Company or cause us to engage in change-of-control transactions, including, among other things:

- provisions that authorize our Board of Directors, without action by our shareholders, to issue additional ordinary shares and preferred shares with preferential rights determined by our Board of Directors;
- provisions that permit only a majority of our Board of Directors or the chairman of our Board of Directors to call shareholder meetings and therefore do not permit shareholders to call shareholder meetings; and
- provisions that impose advance notice requirements, grant the Board of Directors the right to decline to register any transfer of shares, and ownership thresholds, and other requirements and limitations on the ability of shareholders to propose matters for consideration at shareholder meetings.

These provisions could have the effect of depriving our shareholders of an opportunity to sell their shares at a premium over prevailing market prices by discouraging third parties from seeking to obtain control of the Company in a tender offer or similar transaction.

The issuance of preferred shares could adversely affect holders of ordinary shares.

Our Board of Directors is authorized to issue preferred shares without any action on the part of holders of our ordinary shares. Our Board of Directors also has the power, without shareholder approval, to set the terms of any such preferred shares that may be issued, including voting rights, dividend rights, and preferences over our ordinary shares with respect to dividends or if we liquidate, dissolve or wind up our business and other terms. If we issue preferred shares in the future that have preference over our ordinary shares with respect to the payment of dividends or upon our liquidation, dissolution or winding up, or if we issue preferred shares with voting rights that dilute the voting power of our ordinary shares, the rights of holders of our ordinary shares or the price of our ordinary shares could be adversely affected.

Our shareholders may face difficulties in protecting their interests as a shareholder, as Cayman Islands law provides substantially less protection when compared to the laws of the U.S.

Our corporate affairs are governed by our amended and restated memorandum and articles of association and by the Companies Law (2013 Revision) and common law of the Cayman Islands. The rights of shareholders to take legal action against our directors and us, actions by minority shareholders and the fiduciary responsibilities of our directors to us under Cayman Islands law are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from English common law, which has persuasive, but not binding, authority on a court in the Cayman Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedents in the U.S. In particular, the Cayman Islands have a less exhaustive body of securities laws as compared to the U.S. In addition, Cayman Islands companies may not have standing to initiate a shareholder derivative action before the U.S. federal courts.

Furthermore, since we are a Cayman Islands company with a portion our assets located outside of the U.S., it may be difficult or impossible for shareholders to bring an action against us in the U.S. in the event that shareholders believe that their rights have been infringed under U.S. federal securities laws or otherwise. Even if shareholders are successful in bringing an action of this kind, the laws of the Cayman Islands may render shareholders unable to enforce a judgment against our assets. There is no statutory recognition in the Cayman Islands of judgments obtained in the U.S..

As a result of all of the above, our shareholders may have more difficulty in protecting their interests through actions against us or our officers, directors or major shareholders than would shareholders of a corporation incorporated in a jurisdiction in the U.S..

If a U.S. person is treated as owning at least 10% of our shares, such person may be subject to adverse U.S. federal income tax consequences.

If a U.S. person is treated as owning (directly, indirectly, or constructively) at least 10% of the value or voting power of our shares, such person may be treated as a "United States shareholder" with respect to each "controlled foreign corporation" in our group (if any). Because our group includes one or more U.S. subsidiaries, in certain circumstances we could be treated as a controlled foreign corporation or certain of our non-U.S. subsidiaries could be treated as controlled foreign corporations (regardless of whether we are or are not treated as a controlled foreign corporation).

A U.S. shareholder of a controlled foreign corporation may be required to annually report and include in its U.S. taxable income its pro rata share of "Subpart F income," "global intangible low-taxed income" and investments in U.S. property by controlled foreign corporations, whether or not we make any distributions. An individual that is a U.S. shareholder with respect to a controlled foreign corporation generally would not be allowed certain tax deductions or foreign tax credits that would be allowed to a U.S. shareholder that is a U.S. corporation. A failure to comply with these reporting obligations may subject a U.S. shareholder to significant monetary penalties and may prevent starting of the statute of limitations with respect to such shareholder's U.S. federal income tax return for the year for which reporting was due. We do not intend to monitor whether we are or any of our current or future non-U.S. subsidiaries is treated as a controlled foreign corporation or whether any investor is treated as a U.S. shareholder with respect to us or any of our controlled foreign corporation subsidiaries. In addition, we cannot provide assurances that we will furnish to any U.S. shareholders information that may be necessary to comply with the aforementioned reporting and tax paying obligations.

A U.S. investor should consult its tax advisors regarding the potential application of these rules to an investment in our shares in its particular circumstances.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

Risk Management and Strategy

Our cybersecurity program is designed from a risk- and compliance-based approach to achieve system-wide resilience and protection across our operations. We regularly assess risks from cybersecurity threats and monitor our information systems for potential vulnerabilities. We model our cybersecurity program after the National Institute of Standards and Technology Cybersecurity Framework to deliver clear and proactive processes, multi-layered defenses, and relevant technologies that are designed to control, audit, monitor, and protect access to sensitive information. Our cybersecurity program includes physical, administrative, and technical safeguards, and we maintain plans and procedures the objective of which is to help us prevent, detect and timely and effectively respond to, and as necessary, recover from, cybersecurity incidents. Through our cybersecurity risk management program, we have established operational processes to address issues including monitoring and patching of vulnerabilities, regularly updating our information systems, and evaluating new countermeasures made to defend against an evolving landscape of threats. This process is overseen by the Audit Committee of our Board of Directors.

In addition, we periodically engage third-party consultants and providers to assist us in assessing, testing, enhancing and monitoring our cybersecurity risk management programs and responding to any incidents. These third parties work in conjunction with our information security team in an effort to continuously improve our cyber risk posture. Examples of third-party actions include the engagement of a security operations center for real-time monitoring and response to incidents, independent audits, risk assessments and security certifications. We have established processes to help identify and manage cybersecurity risks associated with the use of these third-party consultants and providers, which include the completion of due diligence before engaging with a third-party and assessments and reviews throughout the relationship.

We believe cybersecurity awareness is important in helping prevent cyber threats. To that end, we provide monthly cybersecurity awareness training and regular phishing awareness exercises to our tech-enabled employees. We monitor and assess the success rate of employees reporting phishing scams, and the results inform the development of our security trainings, systems and programs. Additionally, role-based security training is provided to employees in certain higher-risk positions (including those who handle sensitive information, technology or funds), which is tailored to the heightened cybersecurity risks they face.

We have experienced, and may in the future experience, whether directly or through our third-party service providers or other channels, cybersecurity incidents. While prior incidents have not had a material impact on us, future incidents could have a material impact on our business, operations and reputation. Although our processes are designed to help prevent, detect, respond to and mitigate the impact of such incidents, there is no guarantee that they will be sufficient to prevent or mitigate the risk of a cyberattack or the potentially serious reputational, operational, legal or financial impacts that may result. Refer to “Item 1A. – Risk Factors” in this Annual Report on Form 10-K, including, “We may be subject to interruptions or failures in our information technology systems,” for additional discussion on our cybersecurity related risks.

Cybersecurity Governance

Cybersecurity is an important part of our risk management and strategy activities and an area of focus for our Board of Directors and management. Our Board of Directors has delegated to the Audit Committee oversight of our cybersecurity and information security policies and our internal controls regarding cybersecurity and information security. Our Audit Committee receives regular reports from members of our senior management and other personnel that include assessments and potential mitigation of the risks and exposures to cybersecurity incidents.

Our cybersecurity risk management and strategy activities are overseen by executive management, made up of the IT Steering Committee and Chief Information Officer. Our Chief Information Officer has over 25 years of experience in information technology and security as well as extensive experience working in and leading our information systems and technology function. The IT Steering Committee and Chief Information Officer receive regular updates on cybersecurity matters, results of mitigation efforts and cybersecurity incident response and remediation through the management of, and participation in, the cybersecurity risk management and strategy activities described above, and report to the Audit Committee quarterly on any appropriate items.

ITEM 2. PROPERTIES

Our principal executive offices are located at 3185 Laurelview Ct., Fremont, California 94538. As of December 26, 2025, our principal manufacturing and administrative facilities, including our executive offices, are comprised of approximately 1,038,600 square feet. All of our facilities are leased, which allows for flexibility as business conditions and geographic demand change. The table below sets forth the approximate square footage of each of our facilities.

Location	Approximate Square Footage
Malaysia	271,500
California	262,200
Oregon	150,700
Minnesota	133,300
Singapore	97,700
Mexico	62,900
Texas	47,800
Nevada	12,500

We do not anticipate difficulty in either retaining occupancy of any of our facilities through lease renewals prior to expiration or through month-to-month occupancy or replacing them with equivalent facilities. We believe that our existing facilities and equipment are well maintained, in good operating condition, and are adequate to meet our currently anticipated requirements.

ITEM 3. LEGAL PROCEEDINGS

We may be subject to various legal claims and proceedings involving claims incidental to our business, including employment-related claims. We are presently not a party to any material litigation or regulatory proceeding and are not aware of any pending or threatened litigation or regulatory proceeding against us which, individually or in the aggregate, could have a material adverse effect on our business, financial condition, or results of operations.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information and Holders of Record

Our ordinary shares are listed for trading on The NASDAQ Global Select Market under the symbol "ICHR."

As of February 13, 2026, there were 2 holders of record of our ordinary shares. This number does not include shareholders for whom shares are held in "nominee" or "street" name or in our treasury account.

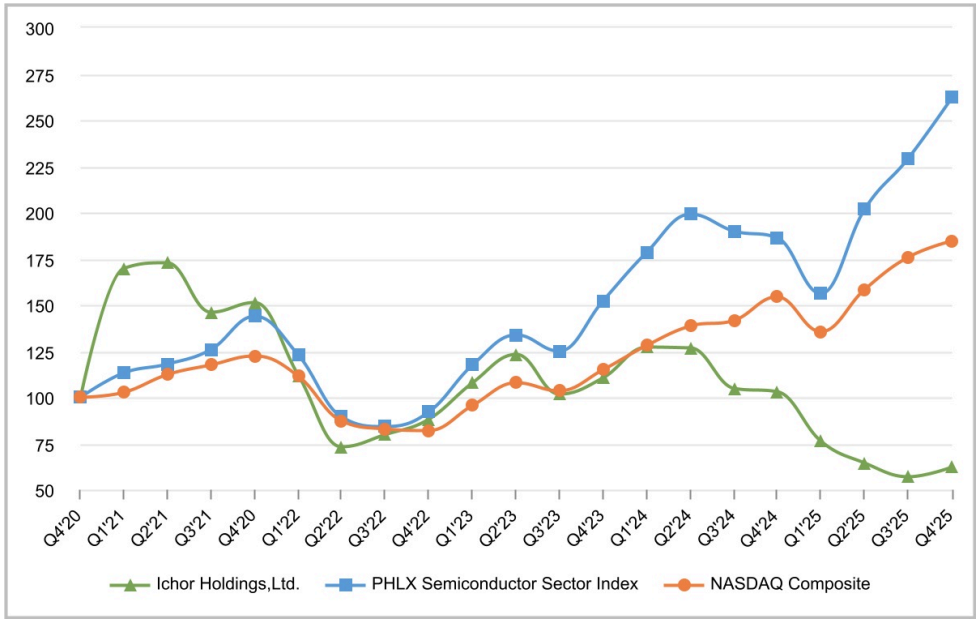
Dividends

We do not anticipate that we will pay any cash dividends on our ordinary shares for the foreseeable future. Any determination to pay dividends in the future will be at the discretion of our Board of Directors and will depend upon our financial condition, results of operations, contractual restrictions (including those under our credit facilities and any potential indebtedness we may incur in the future), restrictions imposed by applicable law, tax considerations, and other factors our Board of Directors deems relevant.

Stock Performance Graph

The information included under the heading *Item 5. – Stock Performance Graph* is "furnished" and not "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed to be "soliciting material" subject to Regulation 14A or incorporated by reference in any filing under the Securities Act of 1933, as amended or the Exchange Act regardless of any general incorporation language in such filing, except as shall be expressly set forth by specific reference in such filing.

The Stock Price Performance Graph set forth below plots the cumulative total shareholder return on a quarterly basis of our ordinary shares from December 25, 2020 through December 26, 2025, with the cumulative total return of the Nasdaq Composite Index and the PHLX Semiconductor Sector Index over the same period. The comparison assumes $100 was invested on December 25, 2020 in the ordinary shares of Ichor Holdings, Ltd., in the Nasdaq Composite Index, and in the PHLX Semiconductor Sector Index and assumes reinvestment of dividends, if any.



The stock price performance shown on the graph above is not necessarily indicative of future price performance. Information used in the graph was obtained from the Nasdaq Stock Market, a source believed to be reliable, but we are not responsible for any errors or omissions in such information.

Recent Sales of Unregistered Securities

None.

Issuer Purchase of Equity Securities

None.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with our consolidated financial statements and related notes included elsewhere in this Annual Report on Form 10-K. The following discussion contains forward-looking statements based upon our current plans, expectations and beliefs that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this Annual Report on Form 10-K, particularly in the section entitled Item 1A. – Risk Factors. For a comparison of our financial condition, results of operations, and cash flows for 2024 to 2023, refer to Part II, Item 7. in our 2024 Annual Report on Form 10-K, which was filed with the SEC on February 21, 2025.

Overview

We are a leader in the design, engineering, and manufacturing of critical fluid delivery subsystems and components primarily for semiconductor capital equipment, as well as other industries such as defense/aerospace and medical. Our product offerings include gas and chemical delivery subsystems, collectively known as fluid delivery subsystems, which are key elements of the process tools used in the manufacturing of semiconductor devices. Our gas delivery subsystems deliver, monitor and control precise quantities of the specialized gases used in semiconductor manufacturing processes such as etch and deposition. Our chemical delivery subsystems precisely blend and dispense the reactive liquid chemistries used in semiconductor manufacturing processes such as chemical-mechanical planarization, electroplating, and cleaning. We also provide precision-machined components, weldments, e-beam and laser welded components, precision vacuum and hydrogen brazing and surface treatment technologies, and other proprietary products.

Fluid delivery subsystems ensure accurate measurement and uniform delivery of specialty gases and chemicals at critical steps in the semiconductor manufacturing processes. Any malfunction or material degradation in fluid delivery reduces yields and increases the likelihood of manufacturing defects in these processes. Most OEMs outsource all or a portion of the design, engineering, and manufacturing of their gas delivery subsystems to a few specialized suppliers, including us. Additionally, many OEMs are outsourcing the design, engineering, and manufacturing of their chemical delivery subsystems due to the increased fluid expertise required to manufacture these subsystems. Outsourcing these subsystems allows OEMs to leverage their suppliers' highly specialized engineering, design, and production skills while focusing their internal resources on their own value-added processes. Outsourcing enables OEMs to reduce their costs and development time, as well as provide growth opportunities for specialized subsystems suppliers like us.

We have a global footprint with production facilities in California, Minnesota, Oregon, Texas, Singapore, Malaysia, and Mexico.

The following table summarizes key financial information for the periods indicated. Amounts are presented in accordance with GAAP unless explicitly identified as being a non-GAAP metric. For a description of our non-GAAP metrics and reconciliations to the most comparable GAAP metrics, please refer to *Item 7. – Management's Discussion and Analysis of Financial Condition and Results of Operations – Non-GAAP Financial Results* within this Annual Report on Form 10-K.

	Year Ended	
	December 26, 2025	December 27, 2024
	(dollars in thousands, except per share amounts)	
Net sales	$ 947,652	$ 849,040
Gross margin	9.3 %	12.2 %
Gross margin, non-GAAP	12.2 %	12.7 %
Operating margin	(4.1)%	(0.9)%
Operating margin, non-GAAP	2.2 %	2.2 %
Net loss	$ (52,781)	$ (20,820)
Net income, non-GAAP	$ 7,915	$ 5,888
Diluted EPS	$ (1.54)	$ (0.64)
Diluted EPS, non-GAAP	$ 0.23	$ 0.18

Key Factors Affecting Our Business

Investment in Semiconductor Manufacturing Equipment

The design and manufacturing of semiconductor devices is constantly evolving and becoming more complex in order to achieve greater performance and efficiency. To keep pace with these changes, OEMs need to refine their existing products and invest in developing new products. In addition, semiconductor device manufacturers will continue to invest in new wafer fabrication equipment to expand their production capacity and to support new manufacturing processes.

Outsourcing of Subsystems by Semiconductor OEMs

Faced with increasing manufacturing complexities, more complex subsystems, shorter product lead times, shorter industry spend cycles, and significant capital requirements, outsourcing of subsystems and components by OEMs has continued to grow. In the past two decades, OEMs have outsourced most of their gas delivery systems to suppliers such as us. OEMs have also started to outsource their chemical delivery systems in recent years. Our results will be affected by the degree to which outsourcing of these fluid delivery systems by OEMs continues to grow.

Cyclicality of Semiconductor Capital Equipment Industry

Our business is subject to the cyclicality of the capital expenditures of the semiconductor industry, which drives cyclicality in the semiconductor capital equipment industry in which we operate. In 2025, we derived over 90% of our sales from the semiconductor capital equipment industry. Demand for semiconductor capital equipment can fluctuate significantly based on changes in regulatory intervention and general economic conditions, including consumer spending, increased tariffs and trade restrictions, demand for semiconductor products, pricing, and other factors. In the past, these fluctuations have resulted in significant variations in the levels of spending within the semiconductor capital equipment industry, and as a result, our results of operations. The cyclicality of the semiconductor industry will continue to impact our results of operations in the future.

Customer Concentration

The number of capital equipment manufacturers for the semiconductor device industry is significantly consolidated, resulting in a small number of large manufacturers. Our customers are a significant component of this consolidation, resulting in our sales being concentrated in a few customers. For 2025, two customers with individual sales over 10%, Lam Research and Applied Materials, accounted for a combined 76% of total sales. Our customers often require reduced prices or other pricing, quality, or delivery commitments as a condition to their purchasing from us or increasing their purchase volume, which can, among other things, result in reduced gross margins in order to maintain or expand our market share. Although we do not have any long-term contracts that require customers to place certain order quantities with us, Lam Research and Applied Materials have been our customers for over 20 years.

Macroeconomic Conditions

The semiconductor capital equipment industry is inherently cyclical. Overall semiconductor equipment spending in 2025 increased compared to 2024 levels, characterized by healthy demand in our primary markets of etch and deposition. During fiscal year 2025, our revenue grew 11.6% to $947.7 million, driven by sustained demand from our primary customers, including Lam Research and Applied Materials. To better align our global operations with evolving customer demand and drive operational efficiencies, we initiated a geographic footprint rationalization and restructuring plan in 2025. As part of this realignment, we began transitioning certain manufacturing activities and relocating machining assets to our expanded high-volume facilities, while concurrently consolidating our footprint through the closure of our facilities in Scotland and Korea. During fiscal year 2025, we incurred restructuring, exit, severance, and related asset impairment charges of approximately $35 million in connection with these activities.

While we continue to benefit from the broader growth and cyclical recovery in the semiconductor equipment industry, our operations and financial results remain subject to significant risks and uncertainties within the global trade and regulatory landscape. Specifically, the global trade environment remains complex. The outcome of ongoing negotiations between the United States and other countries regarding "reciprocal tariffs" and national security-based trade measures remains uncertain and could materially affect our material costs, product pricing, and overall demand. To date, although we have experienced modest increases in the costs of certain materials, tariffs have not had a material adverse impact on our overall demand or cost structure. Additionally, our operations in Mexico currently benefit from exemptions under the U.S.-Mexico-Canada Agreement; however, we cannot provide any assurance that these exclusions and exemptions will remain in place indefinitely, particularly as the USMCA undergoes its scheduled joint review in July 2026. Any new, expanded, or reciprocal tariffs could have a material adverse impact on our business, financial condition, and results of operations in the future. The U.S. government also continues to expand and refine export controls and similar regulations aimed at restricting access to advanced semiconductor technology, particularly in China. These controls, which require specific export licenses for many of our customers' products, create ongoing market uncertainty, could reduce demand for our equipment, and may disrupt our global supply chain.

While challenging macroeconomic and geopolitical conditions may persist in the near and intermediate term, we remain confident in our belief that the long-term demand for semiconductors, semiconductor capital equipment, and our products will continue to grow, driven by an increasing need for expanded semiconductor productive capacity and advanced manufacturing process technologies.

Components of Our Results of Operations

The following discussion sets forth certain components of our statements of operations as well as significant factors impacting those items.

Net sales

We generate sales primarily from the design, manufacture, and sale of subsystems and components for semiconductor capital equipment. Sales are recognized when control of promised goods or services is transferred to our customers, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services. Sales are recognized at a point-in-time, upon "delivery," as such term is defined within the contract, which is generally at the time of shipment, as that is when control of the promised good has transferred.

Cost of sales, gross profit, and gross margin

Cost of sales consists primarily of purchased materials, direct labor, indirect labor, factory overhead cost, and depreciation expense for our manufacturing facilities and equipment. Our business has a variable cost structure, with fixed costs comprising a smaller percentage of cost of sales compared to variable costs. Our existing global manufacturing plant capacity is scalable, and we are able to adjust to increased customer demand for our products without significant additional capital investment. We operate our business in this manner to avoid having excessive fixed costs during a cyclical downturn, while retaining flexibility to expand our production volumes during periods of growth. However, during a cyclical downturn, fixed costs become a larger percentage of cost of sales, which could result in a decrease to gross margin. Additionally, since the gross margin on each of our products can differ, our overall gross margin as a percentage of our sales can change based on the mix of products we sell in any period.

Operating expenses

Our operating expenses primarily include research and development and sales, general, and administrative expenses. Personnel costs are the most significant component of operating expenses and consist of salaries, benefits, bonuses, and share-based compensation. Operating expenses also include overhead costs for facilities, IT, and depreciation. In addition, our operating expenses include amortization expense of acquired intangible assets.

Research and development – Research and development expense consists primarily of activities related to product design and other development activities, new component testing and evaluation, and test equipment and fixture development. We expect research and development expense will continue to increase in absolute dollars due to continued development of our own intellectual property and product offerings for existing and new customer markets and increases in our customers' demand for new product designs.

Selling, general, and administrative – Selling expense consists primarily of salaries and commissions paid to our sales and sales support employees and other costs related to the sales of our products. General and administrative expense consists primarily of salaries, professional fees, and overhead associated with our administrative staff. We expect selling expenses to increase in absolute dollars as we continue to invest in expanding our markets and as we expand our international operations. We expect general and administrative expenses to also increase in absolute dollars as our business grows, due to an increase in employee-related costs, regulatory compliance, and accounting-related expenses.

Amortization of intangibles – Amortization of intangible assets is related to our finite-lived intangible assets and is computed using the straight-line method over the estimated economic life of the asset.

Interest expense, net

Interest expense, net of interest income on our cash deposits, consists of interest on our outstanding debt under our credit facilities, including amortization of debt issuance costs, and any other indebtedness we may incur in the future. Borrowings under our credit facilities are generally subject to variable interest rates, which fluctuate depending on macroeconomic factors and can result in increased interest expense in periods of rising interest rates.

Other expense, net

The functional currency of our international operations is the U.S. dollar. Transactions denominated in currencies other than the functional currency generate foreign exchange gains and losses that are included in other expense, net on the accompanying consolidated statements of operations. Substantially all of our sales contracts, and most of our agreements with third-party suppliers, provide for pricing and payment in U.S. dollars. Accordingly, these transactions are not subject to material exchange rate fluctuations.

Income tax expense

Income tax expense consists primarily of taxes on our taxable income related to our domestic and foreign operations, offset by the benefit of our tax holiday in Singapore, which expires in 2026. In 2025, the tax benefit resulting from our Singapore tax holiday, compared to the Singapore statutory tax rate, was approximately $3.4 million. During 2025, we maintained a valuation allowance against our U.S. state and federal deferred tax assets; therefore, we are not recording income tax benefits related to our U.S. GAAP losses. Income tax is also impacted by certain withholding taxes, Pillar 2 top-up taxes, stock option and restricted share unit ("RSU") activity, and credit generation.

Critical Accounting Estimates

Our consolidated financial statements have been prepared in accordance with GAAP. The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, sales, expenses, and related disclosures. We base our estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances. We evaluate our estimates and assumptions on an ongoing basis. Actual results may differ from these estimates. To the extent that there are material differences between these estimates and our actual results, our future financial statements will be affected.

The critical accounting policies requiring estimates, assumptions, and judgments that we believe have the most significant impact on our consolidated financial statements are described below.

Inventory Valuation

Inventories are stated at the lower of cost or net realizable value. The majority of our inventories are valued on a standard cost basis, which approximates actual costs on a first-in, first-out basis. The remainder of our inventories are valued on an average cost basis, which approximates actual costs on a first-in, first-out basis. Quarterly, we assess the value of our inventory and periodically write it down for excess quantities or obsolescence to its estimated net realizable value. This assessment is based on estimated future consumption compared to inventory quantities on-hand. The estimate for future consumption is based on how assumptions of historical consumption, recency of purchases, backlog, and other factors indicate future consumption. Once the value of inventory is adjusted, the original cost of our inventory, less the write-down, represents its new cost basis. During 2025, 2024, and 2023, we wrote down inventory determined to be excessive or obsolete by $3.6 million, $8.6 million, and $9.8 million, respectively. We believe the accounting estimate related to excess and obsolete inventory is a critical accounting estimate because it requires us to make assumptions about future inventory consumption and recoverability of cost, which can be uncertain. Changes in these estimates can have a material impact on our financial statements.

Results of Operations

The following table sets forth our results of operations for the periods presented. The period-to-period comparison of results is not necessarily indicative of results for future periods.

	Year Ended	
	December 26, 2025	December 27, 2024
	(in thousands)	
Net sales	$ 947,652	$ 849,040
Cost of sales	859,877	745,706
Gross profit	87,775	103,334
Operating expenses:		
Research and development	23,086	23,018
Selling, general, and administrative	95,650	79,384
Amortization of intangible assets	8,311	8,572
Total operating expenses	127,047	110,974
Operating loss	(39,272)	(7,640)
Interest expense, net	6,620	9,266
Other expense, net	1,674	1,148
Loss before income taxes	(47,566)	(18,054)
Income tax expense	5,215	2,766
Net loss	$ (52,781)	$ (20,820)

The following table sets forth our results of operations as a percentage of our total net sales for the periods presented.

	Year Ended	
	December 26, 2025	December 27, 2024
Net sales	100.0	100.0
Cost of sales	90.7	87.8
Gross profit	9.3	12.2
Operating expenses:		
Research and development	2.4	2.7
Selling, general, and administrative	10.1	9.3
Amortization of intangible assets	0.9	1.0
Total operating expenses	13.4	13.1
Operating loss	(4.1)	(0.9)
Interest expense, net	0.7	1.1
Other expense, net	0.2	0.1
Loss before income taxes	(5.0)	(2.1)
Income tax expense	0.6	0.3
Net loss	(5.6)	(2.5)

Comparison of 2025 and 2024

Net sales

	Year Ended		Change	
	December 26, 2025	December 27, 2024	Amount	%
	(dollars in thousands)			
Net sales	$ 947,652	$ 849,040	$ 98,612	11.6 %

The increase in net sales from 2024 to 2025 was primarily due to increased customer demand stemming from increased spending within the semiconductor capital equipment industry. Further detail is provided above under the section entitled *"Key Factors Affecting Our Business"*.

Gross margin

	Year Ended		Change	
	December 26, 2025	December 27, 2024	Amount	%
	(dollars in thousands)			
Cost of sales	$ 859,877	$ 745,706	$ 114,171	15.3 %
Gross profit	$ 87,775	$ 103,334	$ (15,559)	(15.1 %)
Gross margin	9.3 %	12.2 %		-290 bps

The decrease in gross margin from 2024 to 2025 was primarily due to increased restructuring, country exit, and reduction-in-force related costs; increased supplies and tooling, employee, and occupancy costs; and unfavorable sales mix, partially offset by lower excess and obsolete inventory expense.

Research and development

	Year Ended		Change	
	December 26, 2025	December 27, 2024	Amount	%
	(dollars in thousands)			
Research and development	$ 23,086	$ 23,018	$ 68	0.3 %

Research and development expenses remained approximately unchanged from 2024 to 2025.

Selling, general, and administrative

	Year Ended		Change	
	December 26, 2025	December 27, 2024	Amount	%
	(dollars in thousands)			
Selling, general, and administrative	$ 95,650	$ 79,384	$ 16,266	20.5 %

The increase in selling, general, and administrative expenses from 2024 to 2025 was primarily due to increased non-recurring restructuring, country exit, and reduction-in-force related costs of $9.4 million, increased employee-related costs of $2.8 million, increased legal and professional consulting costs of $1.3 million, increased outside service provider costs of $1.0 million, increased costs associated with software and IT services of $0.8 million, and increased share-based compensation of $1.7 million, partially offset by reduced transaction-related costs associated with our acquisitions pipeline of $0.8 million.

Amortization of intangible assets

	Year Ended		Change	
	December 26, 2025	December 27, 2024	Amount	%
	(dollars in thousands)			
Amortization of intangibles assets	$ 8,311	$ 8,572	$ (261)	(3.0)%

The decrease in amortization expense from 2024 to 2025 was primarily due to certain intangible assets becoming fully amortized in the fourth quarter of 2024.

Interest expense, net

	Year Ended		Change	
	December 26, 2025	December 27, 2024	Amount	%
	(dollars in thousands)			
Interest expense, net	$ 6,620	$ 9,266	$ (2,646)	(28.6 %)
Weighted average borrowings outstanding	$ 125,508	$ 159,427	$ (33,919)	(21.3 %)
Weighted average borrowing rate	6.16 %	7.31 %		-115 bps

The decrease in interest expense, net from 2024 to 2025 was primarily due to decreases in the weighted average amounts borrowed and decreases in our weighted average borrowing rate. The reduction in our weighted average borrowings outstanding was primarily due to paying off our revolving credit facility in the first quarter of 2024. The decrease in our weighted average borrowing rate was due to lower average Secured Overnight Financing Rate ("SOFR") rates (-93bps), the variable component of our borrowing rate, and lower applicable margin (-22bps), the fixed component of our borrowing rate, as a result of lower average leverage ratios in 2025.

Other expense, net

	Year Ended		Change	
	December 26, 2025	December 27, 2024	Amount	%
	(dollars in thousands)			
Other expense, net	$ 1,674	$ 1,148	$ 526	45.8 %

The change in other expense, net from 2024 to 2025 was primarily due to debt issuance and modification costs connected to amending our credit agreement.

Income tax expense

	Year Ended		Change	
	December 26, 2025	December 27, 2024	Amount	%
	(dollars in thousands)			
Income tax expense	$ 5,215	$ 2,766	$ 2,449	88.5 %
Loss before income taxes	$ (47,566)	$ (18,054)	$ (29,512)	163.5 %
Effective tax rate	(11.0)%	(15.3)%		+430 bps

The increase in income tax expense from 2024 to 2025 was primarily due to the impact of Organization for Economic Co-operation and Development ("OECD") Global Anti-Base Erosion Model Rules ("Pillar Two") on our Singapore operations, resulting in an increased tax accrual of $2.0 million. Because we have a valuation allowance recorded against our U.S. state and federal deferred income taxes, we did not record tax benefits from our U.S. taxable losses during 2025.

Non-GAAP Financial Results

Management uses certain non-GAAP metrics to evaluate our operating and financial results. We believe the presentation of non-GAAP results is useful to investors for analyzing business trends and comparing performance to prior periods, along with enhancing investors' ability to view our results from management's perspective. All non-GAAP adjustments are presented on a gross basis. Non-GAAP gross profit, operating income, and net income (loss) are defined as: gross profit, operating income (loss), or net income (loss), respectively, excluding (1) amortization of intangible assets, share-based compensation expense, and discrete or infrequent charges and gains that are outside of normal business operations, including transaction-related costs, contract and legal settlement gains and losses, facility shutdown costs, inventory impairment charges, and severance costs associated with reduction-in-force programs, to the extent they are present in gross profit, operating income (loss), and net income (loss), respectively; and (2) with respect to non-GAAP net income (loss), the tax impacts associated with these non-GAAP adjustments, as well as non-recurring discrete tax items, including deferred tax asset valuation allowance charges. All non-GAAP adjustments are presented on a gross basis; the related income tax effects, including current and deferred income tax expense, are included in the adjustment line under the heading "Tax adjustments related to non-GAAP adjustments". Non-GAAP diluted earnings per share ("EPS") is defined as non-GAAP net income divided by weighted average diluted ordinary shares outstanding during the period. Non-GAAP gross margin and non-GAAP operating margin are defined as non-GAAP gross profit and non-GAAP operating income, respectively, divided by net sales.

Non-GAAP results have limitations as an analytical tool, and you should not consider them in isolation or as a substitute for our results reported under GAAP. Other companies may calculate non-GAAP results differently or may use other measures to evaluate their performance, both of which could reduce the usefulness of our non-GAAP results as a tool for comparison.

Because of these limitations, you should consider non-GAAP results alongside other financial performance measures and results presented in accordance with GAAP. In addition, in evaluating non-GAAP results, you should be aware that in the future we will incur expenses such as those that are the subject of adjustments in deriving non-GAAP results and you should not infer from our presentation of non-GAAP results that our future results will not be affected by these expenses or other discrete or infrequent charges and gains that are outside of normal business operations.

The following table presents our unaudited non-GAAP gross profit and non-GAAP gross margin and a reconciliation from gross profit, the most comparable GAAP measure, for the periods indicated:

	Year Ended	
	December 26, 2025	December 27, 2024
	(dollars in thousands)	
U.S. GAAP gross profit	$ 87,775	$ 103,334
Non-GAAP adjustments:		
Restructuring plan costs (1)	20,711	—
Share-based compensation	2,856	3,360
Facility shutdown costs (2)	2,760	—
Other (3)	1,171	908
Non-GAAP gross profit	$ 115,273	$ 107,602
U.S. GAAP gross margin	9.3 %	12.2 %
Non-GAAP gross margin	12.2 %	12.7 %

(1) Represents the costs associated with our Consolidation Restructuring Plan. Included in this amount for the twelve months ended December 26, 2025 are: (i) inventory impairment costs of $19.8 million; and (ii) severance costs associated with affected employees of $0.9 million.

(2) Represents costs associated with the exit from our Scotland and Korea operations. Included in this amount for the twelve months ended December 26, 2025 are: (i) inventory write-off charges of $1.7 million; and (ii) severance costs associated with affected employees of $1.1 million.

(3) Represents severance costs associated with our global reduction-in-force programs (other than severance costs associated with the exit from our Scotland and Korea operations, as described above).

The following table presents our unaudited non-GAAP operating income and non-GAAP operating margin and a reconciliation from operating loss, the most comparable GAAP measure, for the periods indicated:

	Year Ended	
	December 26, 2025	December 27, 2024
	(dollars in thousands)	
U.S. GAAP operating loss	$ (39,272)	$ (7,640)
Non-GAAP adjustments:		
Restructuring plan costs (1)	26,644	—
Share-based compensation	16,728	15,576
Amortization of intangible assets	8,311	8,572
Facility shutdown costs (2)	6,726	—
Other (3)	1,408	1,600
Transaction-related costs (4)	—	785
Non-GAAP operating income	$ 20,545	$ 18,893
U.S. GAAP operating margin	(4.1)%	(0.9)%
Non-GAAP operating margin	2.2 %	2.2 %

(1) Represents the costs associated with our Consolidation Restructuring Plan. Included in this amount for the twelve months ended December 26, 2025 are: (i) inventory impairment costs of $19.8 million; (ii) fixed asset charges of $3.1 million; (iii) severance costs associated with affected employees of $1.7 million; (iv) other direct and incremental restructuring related costs of $1.2 million; and (v) operating lease ROU asset impairment charges of $0.9 million.

(2) Represents costs associated with the exit from our Scotland and Korea operations. Included in this amount for the twelve months ended December 26, 2025 are: (i) severance costs associated with affected employees of $1.8 million; (ii) inventory write-off charges of $1.7 million; (iii) operating lease ROU asset impairment charges of $1.3 million; (iv) other direct and incremental facility exit-related costs of $1.3 million; and (v) accelerated depreciation charges of $0.6 million.

(3) Represents severance costs associated with our global reduction-in-force programs (other than severance costs associated with the exit from our Scotland and Korea operations, as described above).

(4) Represents transaction-related costs incurred in connection with our acquisitions pipeline.

The following table presents our unaudited non-GAAP net income and non-GAAP diluted EPS and a reconciliation from net income (loss), the most comparable GAAP measure, for the periods indicated. All non-GAAP adjustments are presented on a gross basis; the related income tax effects, including current and deferred income tax expense, are included in the adjustment line under the heading "Tax adjustments related to non-GAAP adjustments."

	Year Ended	
	December 26, 2025	December 27, 2024
	(dollars in thousands, except per share amounts)	
U.S. GAAP net loss	$ (52,781)	$ (20,820)
Non-GAAP adjustments:		
Restructuring plan costs (1)	26,644	—
Share-based compensation	16,728	15,576
Amortization of intangible assets	8,311	8,572
Facility shutdown costs (2)	6,726	—
Other (3)	1,408	1,600
Transaction-related costs (4)	—	785
Loss on extinguishment of debt (5)	667	—
Tax adjustments related to non-GAAP adjustments (6)	129	175
Tax expense (benefit) from valuation allowance (7)	83	—
Non-GAAP net income	$ 7,915	$ 5,888
U.S. GAAP diluted EPS	$ (1.54)	$ (0.64)
Non-GAAP diluted EPS	$ 0.23	$ 0.18
Shares used to compute non-GAAP diluted EPS	34,358,211	33,135,552

(1) Represents the costs associated with our Consolidation Restructuring Plan. Included in this amount for 2025 are: (i) inventory impairment costs of $19.8 million; (ii) fixed asset charges of $3.1 million; (iii) severance costs associated with affected employees of $1.7 million; (iv) other direct and incremental restructuring related costs of $1.2 million; and (v) operating lease ROU asset impairment charges of $0.9 million.

(2) Represents costs associated with the exit from our Scotland and Korea operations. Included in this amount for the twelve months ended December 26, 2025 are: (i) severance costs associated with affected employees of $1.8 million; (ii) inventory write-off charges of $1.7 million; (iii) operating lease ROU asset impairment charges of $1.3 million; (iv) other direct and incremental facility exit-related costs of $1.3 million; and (v) accelerated depreciation charges of $0.6 million.

(3) Represents severance costs associated with our global reduction-in-force programs (other than severance costs associated with the exit from our Scotland and Korea operations, as described above).

(4) Represents transaction-related costs incurred in connection with our acquisitions pipeline.

(5) In September 2025, we entered into an amended and restated credit agreement, which includes a group of financial institutions as direct lenders underlying the agreement. Under the debt modification literature codified in ASC 470, a portion of the refinance was treated as an extinguishment. Accordingly, $0.2 million of existing capitalized deferred issuance costs were written off as a loss on extinguishment of debt and $0.5 million of third-party and lender fees were expensed as incurred.

(6) Adjusts GAAP income tax expense for the impact of our non-GAAP adjustments, which are presented on a gross basis.

(7) During the first quarter of 2025, we recorded a valuation allowance against the deferred tax assets of our Korea operations.

Liquidity and Capital Resources

The following section discusses our liquidity and capital resources, including our primary sources of liquidity and our material cash requirements. Our cash and cash equivalents are maintained in highly liquid and accessible accounts with no significant restrictions.

Material Cash Requirements

Our primary liquidity requirements arise from: (i) working capital requirements, including procurement of raw materials inventory for use in our factories and employee-related costs, (ii) business acquisitions, (iii) interest and principal payments under our credit facilities, (iv) research and development investments and capital expenditures, (v) payment of income taxes, and (vi) payments associated with our noncancellable leases and related occupancy costs. We have no significant long-term purchase commitments related to procuring raw materials inventory. Our ability to fund these requirements will depend, in part, on our future cash flows, which are determined by our future operating performance and are therefore subject to prevailing global macroeconomic conditions, such as interest rates, increased tariffs and retaliatory trade policies, geopolitical events, and financial, business, and other factors, some of which are beyond our control.

We believe that our cash and cash equivalents, the amounts available under our credit facilities, and our operating cash flow will be sufficient to fund our business and our current obligations for at least the next 12 months and beyond.

Sources and Conditions of Liquidity

Our ongoing sources of liquidity to fund our material cash requirements are primarily derived from: (i) sales to our customers and the related changes in our net operating assets and liabilities and (ii) proceeds from our credit facilities and equity offerings, when applicable.

Summary of Cash Flows

We ended 2025 with cash and cash equivalents of $98.3 million, a decrease of $10.4 million from 2024, which was primarily due to capital expenditures of $36.2 million and net payments on our credit facilities of $4.4 million, partially offset by cash provided by operating activities of $29.9 million.

The following table sets forth a summary of operating, investing, and financing activities for the periods presented:

	Year Ended		
	December 26, 2025	December 27, 2024	December 29, 2023
		(in thousands)	
Cash provided by operating activities	$ 29,886	$ 27,880	$ 57,632
Cash used in investing activities	(36,169)	(17,636)	(15,496)
Cash provided by (used in) financing activities	(4,096)	18,470	(48,651)
Net increase (decrease) in cash	$ (10,379)	$ 28,714	$ (6,515)

Our cash provided by operating activities of $29.9 million during 2025 consisted of net non-cash charges of $73.7 million, which consisted primarily of depreciation and amortization of $33.5 million, inventory impairment of $19.8 million, and share-based compensation expense of $16.7 million, and a decrease in our net operating assets and liabilities of $9.0 million, partially offset by a net loss of $52.8 million.

The decrease in our net operating assets and liabilities of $9.0 million during 2025 was primarily due to a decrease in accounts receivable of $16.1 million and a decrease in prepaid assets of $7.9 million, partially offset by a decrease in accrued and other liabilities of $7.1 million and a decrease in accounts payable of $6.4 million.

Cash used in investing activities during 2025 and 2024 consisted of capital expenditures.

Cash used in financing activities during 2025 consisted of net payments on our credit facilities of $4.4 million. The decrease in cash provided by financing activities from 2024 to 2025 was primarily due to net proceeds from our issuance of shares in the prior year.

Recent Accounting Pronouncements

From time to time, the Financial Accounting Standards Board ("FASB") or other standards setting bodies issue new accounting pronouncements. Updates to the FASB Accounting Standards Codification are communicated through issuance of an Accounting Standards Update ("ASU").

To understand the impact of recently issued guidance, whether adopted or to be adopted, please review the information provided in *Note 1 – Organization and Summary of Significant Accounting Policies* of our consolidated financial statements in Part IV, Item 15 of this Annual Report on Form 10-K.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to financial market risks, including changes in currency exchange rates and interest rates.

Foreign Currency Exchange Risk

Substantially all of our sales arrangement with customers, and the significant majority of our arrangements with third-party suppliers, provide for pricing and payment in U.S. dollars and, therefore, are not subject to material exchange rate fluctuations. As a result, we do not expect foreign currency exchange rate fluctuations to have a material effect on our results of operations. However, increases in the value of the U.S. dollar relative to other currencies would make our products more expensive relative to competing products priced in such other currencies, which could negatively impact our ability to compete. Conversely, decreases in the value of the U.S. dollar relative to other currencies could result in our foreign suppliers raising their prices in order to continue doing business with us.

We have certain operating expenses that are denominated in currencies of the countries in which our operations are located, and may be subject to fluctuations due to foreign currency exchange rates, particularly the Singapore dollar, Malaysian ringgit, British pound, euro, Korean won, and Mexican peso. Fluctuations in foreign currency exchange rates may cause us to recognize transaction gains and losses in our statement of operations. To date, foreign currency transaction gains and losses have not been material to our financial statements, and we have not engaged in any foreign currency hedging transactions.

Interest Rate Risk

We had total indebtedness of $125.0 million as of December 26, 2025, exclusive of $1.5 million in debt issuance costs, of which $6.3 million was payable within the next 12 months. We do not enter into investments for trading or speculative purposes and have not used any derivative financial instruments to manage our interest rate risk exposure. We have not been, nor do we anticipate being exposed to, material risks due to changes in interest rates. As of December 26, 2025, the interest rate on our outstanding debt was based on SOFR, plus an applicable rate depending on our leverage ratio. A hypothetical 100 basis point change in the interest rate on our outstanding debt would have resulted in a $1.3 million change to interest expense on an annualized basis.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The financial statements and supplementary financial information required to be filed under this Item 8 are presented beginning on page F-1 in Part IV, Item 15 of this Annual Report on Form 10-K and are incorporated herein by reference.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We carried out an evaluation under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer (the certifying officers), of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of December 26, 2025. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives. Based on this evaluation, our certifying officers concluded that our disclosure controls and procedures were effective as of December 26, 2025.

Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act). With the participation of our certifying officers, our management, under the oversight of our Board of Directors, evaluated the effectiveness of our internal control over financial reporting as of December 26, 2025, using the framework issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in Internal Control – Integrated Framework (2013). Our internal control over financial reporting is designed to provide reasonable assurance with U.S. GAAP and includes those policies and procedures that: (1) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect our transactions and the dispositions of our assets; (2) provide reasonable assurance that our transactions are recorded as necessary to permit preparation of the financial statements in accordance with GAAP and that our receipts and expenditures are being made in accordance with appropriate authorizations; and (3) provide reasonable assurance regarding the prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements. Based on that evaluation, management concluded that our internal control over financial reporting was effective as of December 26, 2025.

The effectiveness of our internal control over financial reporting as of December 26, 2025 has been audited by KPMG LLP, an independent registered accounting firm, as stated in their attestation report which appears in Item 15 of this Annual Report on Form 10-K.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) or 15d-15(f) of the Exchange Act) that occurred during the fourth quarter ended December 26, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls and Procedures

A company's internal control over financial reporting is a process designed by, or under the supervision of, a company's principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with policies or procedures may deteriorate. If we cannot provide reliable financial information, our business, operating results, and share price could be negatively impacted.

ITEM 9B. OTHER INFORMATION

During the fourth quarter of 2025, none of our directors or officers (as defined in Section 16 of the Exchange Act), adopted or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement" (each as such term is defined in Item 408 of Regulation S-K).

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS, AND CORPORATE GOVERNANCE

Code of Conduct

We have adopted a code of business ethics and conduct (the "Code of Conduct") that applies to all employees, officers, and directors, including the principal executive officer, principal financial officer, and principal accounting officer. The Code of Conduct is available on our investor relations website at ir.ichorsystems.com. We intend to post on our investor relations website all disclosures that are required by law or NASDAQ listing rules regarding any amendment to, or a waiver of, any provision of the Code of Conduct for the principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions.

All other information required by this item is incorporated by reference to our Definitive Proxy Statement for our 2026 Annual General Meeting of Shareholders (the "Proxy Statement") to be filed with the SEC within 120 days after the close of the year ended December 26, 2025.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item is incorporated by reference to our Proxy Statement to be filed with the SEC within 120 days after the close of the year ended December 26, 2025.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this item is incorporated by reference to our Proxy Statement to be filed with the SEC within 120 days after the close of the year ended December 26, 2025.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this item is incorporated by reference to our Proxy Statement to be filed with the SEC within 120 days after the close of the year ended December 26, 2025.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this item is incorporated by reference to our Proxy Statement to be filed with the SEC within 120 days after the close of the year ended December 26, 2025.

PART IV

ITEM 15. EXHIBIT AND FINANCIAL STATEMENT SCHEDULES

(a) The following documents are filed as a part of this Annual Report on Form 10-K:

(1) Financial Statements.

The following Consolidated Financial Statements are filed as part of this Annual Report on Form 10-K under *Item 8. – Financial Statements and Supplementary Data*.

Reports of Independent Registered Public Accounting Firm (KPMG LLP, Portland, Oregon, PCAOB ID: 185)	F-1
Consolidated Balance Sheets	F-4
Consolidated Statements of Operations	F-5
Consolidated Statements of Shareholders' Equity	F-6
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Notes to Consolidated Financial Statements	F-8

(2) Financial Statement Schedules. All financial statement schedules are omitted because they are not applicable or the required information is shown in the financial statements or the notes thereto.

(3) Exhibits. Exhibits are listed on the Exhibit Index at the end of this Annual Report on Form 10-K.

ITEM 16. FORM 10-K SUMMARY

None.

Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
Ichor Holdings, Ltd.:

Opinion on Internal Control over Financial Reporting

We have audited Ichor Holdings, Ltd. and subsidiaries' (the Company) internal control over financial reporting as of December 26, 2025, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 26, 2025, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 26, 2025 and December 27, 2024, the related consolidated statements of operations, shareholders' equity, and cash flows for each of the years in the three-year period ended December 26, 2025, and the related notes (collectively, the consolidated financial statements), and our report dated February 20, 2026 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

Portland, Oregon
February 20, 2026

Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
Ichor Holdings, Ltd.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Ichor Holdings, Ltd. and subsidiaries (the Company) as of December 26, 2025 and December 27, 2024, the related consolidated statements of operations, shareholders' equity, and cash flows for each of the years in the three-year period ended December 26, 2025, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 26, 2025 and December 27, 2024, and the results of its operations and its cash flows for each of the years in the three-year period ended December 26, 2025, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 26, 2025, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 20, 2026 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of excess and obsolete inventory

As discussed in Notes 1 and 2 to the consolidated financial statements, the Company reported inventories of $231.8 million as of December 26, 2025, including an adjustment for excess and obsolete inventory of $37.5 million. The Company states its inventories at the lower of cost or net realizable value. The Company records an adjustment to the cost basis of inventory when evidence exists that the net realizable value of inventory is lower than its cost, which occurs when the Company has excess and/or obsolete inventory. The Company's model to estimate excess and/or obsolete inventory is based on an analysis of existing inventory quantities on-hand compared to estimated future consumption. Future consumption is estimated based upon assumptions about how historical consumption, recent purchases, backlog, and other factors indicate future consumption.

We identified the evaluation of excess and obsolete inventory as a critical audit matter. There was subjective auditor judgment in evaluating whether historical consumption reasonably indicates future consumption used by the Company in their determination that inventory is recorded at the lower of its cost or net realizable value.

The following are the primary procedures we performed to address the critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the Company's excess and obsolete inventory process, including controls over the determination of the assumptions used to estimate future consumption of inventory. We evaluated whether historical consumption reasonably indicates future consumption by (1) examining historical write-down trends; (2) inspecting publicly available industry and market information to assess relevant changes to the overall business environment; and (3) selected a sample of inventory items and for each selection we evaluated whether the historical data accurately supported the Company's estimate of future consumption.

/s/ KPMG LLP

We have served as the Company's auditor since 2011.

Portland, Oregon
February 20, 2026

ICHOR HOLDINGS, LTD.
Consolidated Balance Sheets
(dollars in thousands, except per share data)

	December 26, 2025	December 27, 2024
Assets		
Current assets:		
Cash and cash equivalents	$ 98,290	$ 108,669
Accounts receivable, net	70,514	86,619
Inventories	231,794	250,102
Prepaid expenses and other current assets	9,531	7,230
Total current assets	410,129	452,620
Property and equipment, net	103,922	94,867
Operating lease right-of-use assets	35,046	44,461
Other non-current assets	13,638	15,182
Deferred tax assets, net	4,337	4,316
Intangible assets, net	40,405	48,716
Goodwill	335,402	335,402
Total assets	$ 942,879	$ 995,564
Liabilities and Shareholders' Equity		
Current liabilities:		
Accounts payable	$ 84,007	$ 91,719
Accrued liabilities	17,479	15,992
Other current liabilities	10,602	8,965
Current portion of long-term debt	6,250	7,500
Current portion of lease liabilities	11,250	11,494
Total current liabilities	129,588	135,670
Long-term debt, less current portion, net	117,278	121,023
Lease liabilities, less current portion	25,413	34,189
Deferred tax liabilities, net	1,961	1,555
Other non-current liabilities	4,753	4,791
Total liabilities	278,993	297,228
Shareholders' equity:		
Preferred shares ($0.0001 par value; 20,000,000 shares authorized; zero shares issued and outstanding)	—	—
Ordinary shares ($0.0001 par value; 200,000,000 shares authorized; 34,433,776 and 33,859,542 shares outstanding, respectively; 38,871,215 and 38,296,981 shares issued, respectively)	3	3
Additional paid in capital	624,391	606,060
Treasury shares at cost (4,437,439 shares)	(91,578)	(91,578)
Retained earnings	131,070	183,851
Total shareholders' equity	663,886	698,336
Total liabilities and shareholders' equity	$ 942,879	$ 995,564

See accompanying notes to consolidated financial statements.

ICHOR HOLDINGS, LTD.
Consolidated Statements of Operations
(dollars in thousands, except per share data)

	Year Ended		
	December 26, 2025	December 27, 2024	December 29, 2023
Net sales	$ 947,652	$ 849,040	$ 811,120
Cost of sales	859,877	745,706	707,724
Gross profit	87,775	103,334	103,396
Operating expenses:			
Research and development	23,086	23,018	20,223
Selling, general, and administrative	95,650	79,384	79,334
Amortization of intangible assets	8,311	8,572	14,734
Total operating expenses	127,047	110,974	114,291
Operating loss	(39,272)	(7,640)	(10,895)
Interest expense, net	6,620	9,266	19,379
Other expense, net	1,674	1,148	804
Loss before income taxes	(47,566)	(18,054)	(31,078)
Income tax expense	5,215	2,766	11,907
Net loss	$ (52,781)	$ (20,820)	$ (42,985)
Net loss per share			
Basic	$ (1.54)	$ (0.64)	$ (1.47)
Diluted	$ (1.54)	$ (0.64)	$ (1.47)
Shares used to compute Net loss per share:			
Basic	34,232,198	32,759,896	29,200,796
Diluted	34,232,198	32,759,896	29,200,796

See accompanying notes to consolidated financial statements.

ICHOR HOLDINGS, LTD.
Consolidated Statements of Shareholders' Equity
(dollars in thousands)

	Ordinary Shares		Additional Paid-In Capital	Treasury Shares		Retained Earnings	Total Shareholders' Equity
	Shares	Amount		Shares	Amount		
Balance at December 30, 2022	28,861,949	$ 3	$ 431,415	4,437,439	$ (91,578)	$ 247,656	$ 587,496
Ordinary shares issued from exercise of stock options	215,884	—	4,467	—	—	—	4,467
Ordinary shares issued from vesting of restricted share units	259,944	—	(3,672)	—	—	—	(3,672)
Ordinary shares issued from employee share purchase plan	97,621	—	2,033	—	—	—	2,033
Share-based compensation expense	—	—	17,338	—	—	—	17,338
Net income	—	—	—	—	—	(42,985)	(42,985)
Balance at December 29, 2023	29,435,398	3	451,581	4,437,439	(91,578)	204,671	564,677
Ordinary shares issued, net of transaction costs	3,833,334	—	136,738	—	—	—	136,738
Ordinary shares issued from exercise of stock options	216,439	—	5,301	—	—	—	5,301
Ordinary shares issued from vesting of restricted share units	293,331	—	(5,443)	—	—	—	(5,443)
Ordinary shares issued from employee share purchase plan	81,040	—	2,307	—	—	—	2,307
Share-based compensation expense	—	—	15,576	—	—	—	15,576
Net loss	—	—	—	—	—	(20,820)	(20,820)
Balance at December 27, 2024	33,859,542	3	606,060	4,437,439	(91,578)	183,851	698,336
Ordinary shares issued from exercise of stock options	137,080	—	3,404	—	—	—	3,404
Ordinary shares issued from vesting of restricted share units	322,456	—	(4,134)	—	—	—	(4,134)
Ordinary shares issued from employee share purchase plan	114,698	—	2,333	—	—	—	2,333
Share-based compensation expense	—	—	16,728	—	—	—	16,728
Net loss	—	—		—	—	(52,781)	(52,781)
Balance at December 26, 2025	34,433,776	$ 3	$ 624,391	4,437,439	$ (91,578)	$ 131,070	$ 663,886

See accompanying notes to consolidated financial statements.

ICHOR HOLDINGS, LTD.
Consolidated Statements of Cash Flows
(in thousands)

	Year Ended		
	December 26, 2025	December 27, 2024	December 29, 2023
Cash flows from operating activities:			
Net loss	$ (52,781)	$ (20,820)	$ (42,985)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation and amortization	33,505	30,744	34,577
Inventory Impairment	19,811	—	—
Share-based compensation	16,728	15,576	17,338
Impairment of lease right-of-use assets	2,158	—	—
Deferred income taxes	385	(782)	9,314
Loss on disposal of equipment	475	—	—
Amortization of debt issuance costs	426	465	465
Loss on extinguishment of debt	169	—	—
Changes in operating assets and liabilities:			
Accounts receivable, net	16,105	(19,898)	69,600
Inventories	(1,503)	(4,217)	37,775
Prepaid expenses and other assets	7,866	2,343	10,204
Accounts payable	(6,377)	29,110	(50,974)
Accrued liabilities	1,596	929	(9,766)
Other liabilities	(8,677)	(5,570)	(17,916)
Net cash provided by operating activities	29,886	27,880	57,632
Cash flows from investing activities:			
Capital expenditures	(36,169)	(17,636)	(15,496)
Net cash used in investing activities	(36,169)	(17,636)	(15,496)
Cash flows from financing activities:			
Issuance of ordinary shares, net of fees	—	136,738	—
Issuance of ordinary shares under share-based compensation plans	5,628	7,800	7,521
Employees' taxes paid upon vesting of restricted share units	(4,134)	(5,443)	(3,672)
Debt issuance and modification costs	(1,215)	—	—
Repayments on revolving credit facility	—	(115,000)	(45,000)
Proceeds from term loan	57,003	—	—
Repayments on term loan	(61,378)	(5,625)	(7,500)
Net cash provided by (used in) financing activities	(4,096)	18,470	(48,651)
Net increase (decrease) in cash	(10,379)	28,714	(6,515)
Cash at beginning of period	108,669	79,955	86,470
Cash at end of period	$ 98,290	$ 108,669	$ 79,955
Supplemental disclosures of cash flow information:			
Cash paid during the period for interest	$ 8,503	$ 11,650	$ 20,368
Cash paid during the period for taxes, net of refunds	$ 3,009	$ 3,333	$ 3,877
Supplemental disclosures of non-cash activities:			
Capital expenditures included in accounts payable	$ 3,626	$ 4,961	$ 625
Right-of-use assets obtained in exchange for new operating lease liabilities, including those acquired through acquisitions	$ 1,256	$ 16,418	$ 4,789

See accompanying notes to consolidated financial statements.

ICHOR HOLDINGS, LTD.
Notes to Consolidated Financial Statements
(dollar figures in tables in thousands, except per share data)

Note 1 – Organization and Summary of Significant Accounting Policies

Organization and Operations of the Company

Ichor Holdings, Ltd. and Subsidiaries ("we", "us", "our", the "Company") are a leader in the design, engineering and manufacturing of critical fluid delivery subsystems and components primarily for semiconductor capital equipment, as well as other industries such as defense/aerospace and medical. Our primary product offerings include gas and chemical delivery subsystems, collectively known as fluid delivery subsystems, which are key elements of the process tools used in the manufacturing of semiconductor devices. Our gas delivery subsystems deliver, monitor and control precise quantities of the specialized gases used in semiconductor manufacturing processes such as etch and deposition. Our chemical delivery subsystems precisely blend and dispense the reactive liquid chemistries used in semiconductor manufacturing processes such as chemical-mechanical planarization, electroplating, and cleaning. We also provide precision-machined components, weldments, e-beam and laser welded components, precision vacuum and hydrogen brazing, surface treatment technologies, and other proprietary products. We are headquartered in Fremont, California and have operations in the United States, Singapore, Malaysia, and Mexico.

On December 30, 2011, Ichor Systems Holdings, LLC consummated a sales transaction with Icicle Acquisition Holdings, LLC, a Delaware limited liability company. Shortly after consummation of the sale transaction, Icicle Acquisition Holdings, LLC changed its name to Ichor Holdings, LLC.

In March 2012, Ichor Holdings, LLC completed a reorganization of its legal structure, forming Ichor Holdings, Ltd., a Cayman Islands entity. Ichor Holdings, Ltd. is now the reporting entity and the ultimate parent company of the operating entities.

Basis of Presentation

These consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the U.S. ("GAAP"). All intercompany balances and transactions have been eliminated upon consolidation. All dollar figures presented in tables in the notes to consolidated financial statements are in thousands, except per share amounts.

Year End

We use a 52- or 53-week fiscal year ending on the last Friday in December. The years ended December 26, 2025, December 27, 2024, and December 29, 2023 were each 52 weeks. All references to 2025, 2024, and 2023 are references to the fiscal years then ended.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting periods presented. We base our estimates and judgments on historical experience and on various other assumptions that we believe are reasonable under the circumstances. Actual results could differ from the estimates made by management. Significant estimates include inventory valuation, valuation allowance on deferred tax assets, and impairment analyses for both definite-lived intangible assets and goodwill.

Change in Accounting Estimate

In the second quarter of 2025, we changed our accounting estimate for the expected useful lives of Computer Numerical Control ("CNC") machinery, which was applied prospectively. We evaluated our current asset base and reassessed the estimated useful lives of the CNC machinery in connection with our recent usage of older machinery, including considering the technological and physical obsolescence of such machinery. Based on this evaluation, we determined the expected useful life of the CNC machinery should be increased from seven to ten years to more closely reflect the estimated economic life of those assets. For 2025, the change resulted in a decrease to depreciation expense in cost of sales of $3.0 million, which reduced operating loss and net loss by the same amount, and net loss per share by $0.09.

Cash and Cash Equivalents

Cash and cash equivalents consist of deposits and financial instruments which are readily convertible into cash and have original maturities of 90 days or less at the time of acquisition.

Revenue Recognition

We recognize revenue when control of promised goods or services is transferred to our customers in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services. This amount is recorded as net sales in our consolidated statements of operations.

Transaction price – In most of our contracts, prices are generally determined by a customer-issued purchase order and generally remain fixed over the duration of the contract. Certain contracts contain variable consideration, including early-payment discounts and rebates. When a contract includes variable consideration, we evaluate the estimate of the variable consideration to determine whether the estimate needs to be constrained; therefore, we include variable consideration in the transaction price only to the extent that it is probable that a significant reversal will not occur. Variable consideration estimates are updated at each reporting date. Historically, we have not incurred significant costs to obtain a contract. All amounts billed to a customer relating to shipping and handling are classified as net sales, while all costs incurred by us for shipping and handling are classified as cost of sales.

Performance obligations – Substantially all of our performance obligations pertain to promised goods (“products”), which are primarily comprised of fluid delivery subsystems, weldments, and other components. Most of our contracts contain a single performance obligation and are generally completed within 12 months. Product sales are recognized at a point-in-time, upon "delivery," as such term is defined within the contract, which is generally at the time of shipment, which is when control of products has transferred. Products are covered by a standard assurance warranty, generally extended for a period of one to two years depending on the customer, which promises that delivered products conform to contract specifications. As such, we account for such warranties under ASC 460, *Guarantees*, and not as a separate performance obligation.

Contract balances – Accounts receivable represents our unconditional right to receive consideration from our customers. Accounts receivable are carried at invoice price less an estimate for doubtful accounts and estimated payment discounts. Payment terms vary by customer but are generally due within 15 to 60 days. Historically, we have not incurred significant payment issues with our customers. We had no significant contract assets or liabilities on our consolidated balance sheets in any of the periods presented.

Commitments and Contingencies

We are periodically involved in legal actions and claims that arise as a result of events that occur in the normal course of operations. The ultimate resolution of these actions is not expected to have a material adverse effect on our financial position or results of operations.

We periodically enter into contractual arrangements with third parties that include indemnification obligations. Under these agreements, we may be required to indemnify, hold harmless, and reimburse the indemnified parties for losses suffered or incurred by the indemnified party for third party claims. These claims may arise from our breach of the agreement, our negligence or willful misconduct in connection with the agreement, or from any claims related to trade secret, copyright, patent, or other intellectual property infringement with respect to our products. The maximum potential amount of future payments under these indemnification obligations is difficult to determine or reasonably estimate due to the varying terms of these obligations, the absence of a history of prior indemnification claims, the unique facts and circumstances surrounding each contractual arrangement, and the contingency of potential liabilities, which depend on events that are not reasonably determinable. We do not expect the potential indemnification obligations to have a material adverse effect on our financial position or results of operations.

Concentrations

Financial instruments that subject us to concentration risk consist of accounts receivable, accounts payable, and long-term debt. At December 26, 2025 and December 27, 2024, three and four customers (with each single customer representing 10% or more of the balance of accounts receivable) represented, in the aggregate, approximately 66% and 77%, respectively, of the balance of accounts receivable.

We establish an allowance for doubtful accounts based upon the credit risk of specific customers, historical trends, and other information. We require collateral, typically cash, in the normal course of business if customers do not meet our criteria established for offering credit. If the financial condition of our customers were to deteriorate and result in an impaired ability to make payments, additions to the allowance may be required. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded to income when received. Activity and balances related to our allowance for doubtful accounts was not significant during any period presented.

We use qualified manufacturers to supply many components and subassemblies of our products. We obtain the majority of our components from a limited group of suppliers. A majority of the purchased components used in our products are customer specified. An interruption in the supply of a particular component would have a temporary adverse impact on our operating results.

We maintain cash balances at global systemically important banks in both United States and internationally. Cash balances in the United States exceed amounts that are insured by the Federal Deposit Insurance Corporation. The majority of the cash maintained in foreign-based commercial banks is insured by the government where the foreign banking institutions are based. Cash held in foreign-based commercial banks totaled $52.9 million and $47.1 million at December 26, 2025 and December 27, 2024, respectively, and at times exceeds insured amounts. No losses have been incurred as of December 26, 2025 or December 27, 2024 for amounts exceeding the insured limits.

Fair Value Measurements

We estimate the fair value of financial assets and liabilities based upon comparison of such assets and liabilities to the current market values for instruments of a similar nature and degree of risk. We utilize valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. We determine fair value based on assumptions that market participants would use in pricing an asset or liability in the principal or most advantageous market. When considering market participant assumptions in fair value measurements, the following fair value hierarchy distinguishes between observable and unobservable inputs, which are categorized in one of the following levels:

- Level 1 Inputs: Unadjusted quoted prices in active markets for identical assets or liabilities accessible to the reporting entity at the measurement date
- Level 2 Inputs: Other than quoted prices included in Level 1 inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the asset or liability
- Level 3 Inputs: Unobservable inputs for the asset or liability used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at the measurement date

There were no changes to our valuation techniques during 2025. We estimate the recorded value of our financial assets and liabilities approximates fair value as of December 26, 2025 and December 27, 2024.

The carrying values of financial instruments including cash and cash equivalents, accounts receivable and accounts payable approximate their fair values due to their short-term maturities. The carrying value of amounts borrowed under our credit facilities approximate their fair values because the interest rates on these borrowings are floating.

We estimate the value of acquired intangible assets, on a nonrecurring basis, based on an income approach utilizing discounted cash flows. Under this approach, we estimate the future cash flows from our asset groups and discount the income stream to its present value to arrive at fair value. Future cash flows are based on recently prepared operating forecasts. Operating forecasts and cash flows include, among other things, revenue growth rates that are calculated based on management's forecasted sales projections. A discount rate is utilized to convert the forecasted cash flows to their present value equivalent. The discount rate applied to the future cash flows includes a subject-company risk premium, an equity market risk premium, a beta, and a risk-free rate. As this approach contains unobservable inputs, the measurement of fair value for intangible assets is classified as Level 3.

Inventories

Inventories are stated at the lower of cost or net realizable value. The majority of our inventories are valued on a standard cost basis, which approximates actual costs on a first-in, first-out basis. The remainder of our inventories are valued on an average cost basis, which approximates actual costs on a first-in, first-out basis. Quarterly, we assess the value of our inventory and periodically write it down for excess quantities or obsolescence to its estimated net realizable value. This assessment is based on estimated future consumption compared to inventory quantities on-hand. The estimate for future consumption is based on how assumptions of historical consumption, recency of purchases, backlog, and other factors indicate future consumption. Once the value of inventory is adjusted, the original cost of our inventory, less the write-down, represents its new cost basis.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the following estimated useful lives:

	Estimated useful lives of property & equipment
Machinery	5-10 years
Leasehold improvements	10 years
Computer software, hardware, and equipment	3-5 years
Office furniture, fixtures, and equipment	5-7 years
Vehicles	5 years

Maintenance and repairs that neither add material value to the asset nor appreciably prolong its useful life are charged to expense as incurred. Gains or losses on the disposal of property and equipment are included in selling, general, and administrative expenses on the consolidated statements of operations.

Leases

We determine if an arrangement is a lease, or contains a lease, at the inception of the arrangement. If we determine the arrangement is a lease, or contains a lease, at lease inception, we then determine whether the lease is an operating lease or a finance lease. Operating and finance leases result in recording a right-of-use ("ROU") asset and lease liability on our consolidated balance sheets. ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. For purposes of calculating operating lease ROU assets and operating lease liabilities, we use the non-cancellable lease term plus options to extend that we are reasonably certain to take. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term. Our leases generally do not provide an implicit rate. As such, we use our incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. This rate is generally consistent with the interest rate we pay on borrowings under our credit facilities, as this rate approximates our collateralized borrowing capabilities over a similar term of lease payments. We utilize the consolidated group incremental borrowing rate for all leases, as we have centralized treasury operations. We have elected not to recognize ROU assets and lease liabilities that arise from short-term (12 months or less) leases for any class of underlying asset. We have elected not to separate lease and non-lease components for any class of underlying asset.

Intangible Assets

We account for intangible assets that have a definite life and are amortized on a basis consistent with their expected cash flows over the following estimated useful lives:

	Estimated useful lives of intangible assets
Customer relationships	6-10 years
Developed technology	10 years

Impairment of Long-Lived Assets

Long-lived assets, which include property and equipment, ROU assets and amortizable intangible assets are reviewed for impairment whenever events or changes in circumstances indicate, in management's judgment, that the carrying amount of an asset (or asset group) may not be recoverable. In analyzing potential impairments, projections of future cash flows from the asset group are used to estimate fair value. If the sum of the expected future undiscounted cash flows is less than the carrying amount of the asset group, a loss is recognized for the difference between the estimated fair value and the carrying value of the asset group. During 2025, we identified and recognized fixed asset accelerated depreciation $3.2 million and operating lease ROU asset impairment charges of $2.2 million, both of which are included in selling, general, and administrative expenses within the accompanying consolidated statement of operations. During 2024, and 2023, we did not identify any triggering events that would indicate impairment.

Goodwill

Goodwill represents the future economic benefits arising from other assets acquired in a business combination that are not individually identified and separately recognized. We review goodwill for impairment annually and whenever events or changes in circumstances indicate the carrying value of goodwill may not be recoverable. We first make a qualitative assessment of whether it is more likely than not that a reporting unit's fair value is less than its carrying amount before applying a quantitative goodwill impairment test. Under the quantitative test, the fair value of the reporting unit is compared to its carrying value and an impairment loss is recognized for any excess of carrying amount over the reporting unit's fair value. Fair value of the reporting unit is determined using a discounted cash flow analysis. For purposes of testing goodwill for impairment, we have concluded that we operate as one reporting unit.

We performed a qualitative goodwill assessment at December 26, 2025 and December 27, 2024. This assessment indicated that it was more likely than not our reporting unit's fair value exceeded its carrying value.

Research and Development Costs

Research and development costs are expensed as incurred.

Income Taxes

We recognize deferred income taxes using the asset and liability method of accounting for income taxes. Under the asset and liability method, deferred income taxes are recognized for differences between the financial reporting and tax bases of assets and liabilities at enacted statutory tax rates in effect for the years in which the differences are expected to reverse. The effect on deferred taxes of a change in tax rates is recognized in income in the period that includes the enactment date. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized.

When tax returns are filed, it is highly certain that some positions taken would be sustained upon examination by the taxing authorities, while others may be subject to uncertainty about the merits of the position taken or the amount of the position that would be ultimately sustained. The benefit of a tax position is recognized in the consolidated financial statements in the period during which, based on all available evidence, management believes it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Tax positions taken are not offset or aggregated with other positions. Tax positions that meet the more-likely-than-not recognition threshold are measured as the largest amount of tax benefit that is more than 50% likely of being realized upon settlement with the applicable taxing authority. The portion of the benefits associated with tax positions taken that exceeds the amount measured as described above is reflected as a liability for unrecognized tax benefits in our consolidated balance sheets along with any associated interest and penalties that would be payable to the taxing authorities upon examination. We recognize interest and penalties as a component of income tax expense.

Foreign Operations

The functional currency of our international operations is the U.S. dollar. Transactions denominated in currencies other than the functional currency generate foreign exchange gains and losses that are included in other expense, net on our consolidated statements of operations. Substantially all of our sales contracts, and most of our agreements with third-party suppliers, provide for pricing and payment in U.S. dollars. Accordingly, these transactions are not subject to material exchange rate fluctuations.

Accounting Pronouncements Recently Adopted

In December 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-09, *Improvements to Income Tax Disclosures (Topic 740)*. The ASU is intended to enhance the transparency, decision usefulness, and effectiveness of income tax disclosures. The ASU requires a public entity to disclose a tabular tax rate reconciliation, using both percentages and currency, with specific categories. The ASU also requires a public entity to provide a qualitative description of the states and local income tax category and the net amount of income taxes paid, disaggregated by federal, state, and foreign taxes as well as by individual jurisdictions. The ASU is effective on a prospective basis for annual periods beginning after December 15, 2024, and early adoption and retrospective application are permitted. We adopted this standard in the fourth quarter of 2025 for the annual period ended December 26, 2025, and applied it retrospectively to all periods presented. It did not have a material impact on our consolidated financial statements. The standard is effective for our interim periods beginning in 2026.

Accounting Pronouncements Recently Issued

In November 2024, the FASB issued ASU 2024-03, *Disaggregation of Income Statement Expenses (Subtopic 220-40)*. The ASU requires disaggregation of certain expense captions into specified natural expense categories in the disclosures within the notes to the financial statements. In addition, it requires disclosure of selling expenses and its definition. The ASU is effective for fiscal years beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027, with early adoption permitted. The guidance can be applied either prospectively or retrospectively. We are currently evaluating the effect that the adoption of this ASU may have on our consolidated financial statements.

Note 2 – Inventories

Inventories consist of the following:

	December 26, 2025	December 27, 2024
Raw materials	$ 204,166	$ 197,975
Work in process	39,595	45,075
Finished goods	45,393	43,445
Excess and obsolete adjustment	(37,549)	(36,393)
Impairment of inventory	(19,811)	—
Total inventories	$ 231,794	$ 250,102

The following table presents changes to our excess and obsolete adjustment and inventory impairment balance:

	Excess and obsolete adjustment	Impairment of inventory
Balance at December 30, 2022	$ (17,543)	$ —
Charge to cost of sales	(9,784)	—
Disposition of inventory	(1,113)	—
Balance at December 29, 2023	(28,440)	—
Charge to cost of sales	(8,584)	—
Disposition of inventory	631	—
Balance at December 27, 2024	(36,393)	—
Charge to cost of sales	(3,566)	(19,811)
Disposition of inventory	2,410	—
Balance at December 26, 2025	$ (37,549)	$ (19,811)

Note 3 – Property and Equipment

Property and equipment consist of the following:

	December 26, 2025	December 27, 2024
Machinery	$ 141,095	$ 123,509
Leasehold improvements	48,955	48,487
Computer software, hardware, and equipment	9,548	8,707
Office furniture, fixtures, and equipment	1,529	1,593
Vehicles	365	395
Construction-in-process	21,955	12,612
	223,447	195,303
Less accumulated depreciation	(119,525)	(100,436)
Total property and equipment, net	$ 103,922	$ 94,867

Depreciation expense for 2025, 2024, and 2023 was $23.5 million, $21.0 million, and $18.8 million, respectively.

Cloud Computing Implementation Costs

We incur costs to implement cloud computing arrangements that are service contracts. In accordance with ASC 350-40, *Goodwill and other, Internal-Use Software*, for cloud computing arrangements that meet the definition of a service contract, we capitalize qualifying implementation costs incurred during the application development stage which are recorded in other non-current assets. To-date, these costs represent those incurred to implement a new company-wide ERP system. The balance of capitalized cloud computing implementation costs, net of accumulated amortization, was $12.4 million and $11.2 million as of December 26, 2025 and December 27, 2024, respectively, and is included in other non-current assets on our consolidated balance sheets. The related amortization expense was $1.7 million, $1.2 million, and $1.1 million during 2025, 2024, and 2023, respectively, and is included in selling, general, and administrative expense on our consolidated statements of operations.

Note 4 – Intangible Assets

Definite-lived intangible assets consist of the following:

	December 26, 2025				
	Gross value	Accumulated amortization	Accumulated impairment charges	Carrying amount	Weighted average useful life
Customer relationships	$ 71,583	$ (34,457)	$ —	$ 37,125	9.9 years
Developed technology	11,047	(7,767)	—	3,280	10.0 years
Total intangible assets	$ 82,630	$ (42,224)	$ —	$ 40,405	

	December 27, 2024				
	Gross value	Accumulated amortization	Accumulated impairment charges	Carrying amount	Weighted average useful life
Customer relationships	$ 73,142	$ (28,779)	$ —	$ 44,363	9.9 years
Developed technology	11,047	(6,694)	—	4,353	10.0 years
Total intangible assets	$ 84,189	$ (35,473)	$ —	$ 48,716	

Fully amortized finite-lived intangible assets are removed from the presentation of gross intangible assets along with the related accumulated amortization.

Future projected annual amortization expense consists of the following:

	Future amortization expense
2026	$ 7,729
2027	7,290
2028	7,055
2029	6,579
2030	6,240
Thereafter	5,512
	$ 40,405

Note 5 – Leases

We lease facilities under various non-cancellable operating leases expiring through 2037. In addition to base rental payments, we are generally responsible for our proportionate share of operating expenses, including facility maintenance, insurance, and property taxes. As these amounts are variable, they are not included in lease liabilities. As of December 26, 2025, we had no operating leases executed for which the rental period had not yet commenced.

The components of lease expense are as follows:

	Year Ended		
	December 26, 2025	December 27, 2024	December 29, 2023
Operating lease cost	$ 11,206	$ 10,009	$ 9,656

Supplemental cash flow information related to leases is as follows:

	Year Ended		
	December 26, 2025	December 27, 2024	December 29, 2023
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	$ 11,571	$ 9,834	$ 9,494

Supplemental balance sheet information related to leases is as follows:

	December 26, 2025	December 27, 2024
Weighted-average remaining lease term of operating leases	5.7 years	6.1 years
Weighted-average discount rate of operating leases	4.9%	4.7%

Future minimum lease payments under non-cancellable leases as of December 26, 2025 are as follows:

2026	$ 11,248
2027	10,405
2028	5,571
2029	3,122
2030	2,808
Thereafter	9,900
Total future minimum lease payments	43,054
Less imputed interest	(6,391)
Total lease liabilities	36,663
Less current portion	(11,250)
Total lease Liabilities, less current portion	$ 25,413

Note 6 – Income Taxes

Loss before provision of income taxes consisted of the following:

	Year Ended		
	December 26, 2025	December 27, 2024	December 29, 2023
United States	$ (65,843)	$ (58,245)	$ (69,040)
Foreign	18,277	40,191	37,962
Loss before tax	$ (47,566)	$ (18,054)	$ (31,078)

Significant components of income tax expense consist of the following:

	Year Ended		
	December 26, 2025	December 27, 2024	December 29, 2023
Current:			
Federal	$ (220)	$ (115)	$ (56)
State	572	585	16
Foreign	4,733	3,078	2,633
Total current tax expense	5,085	3,548	2,593
Deferred:			
Federal	326	326	8,471
State	80	62	1,529
Foreign	(276)	(1,170)	(686)
Total deferred tax expense (benefit)	130	(782)	9,314
Income tax expense	$ 5,215	$ 2,766	$ 11,907

Deferred income taxes reflect the net tax effects of (i) temporary differences between the carrying amounts of assets and liabilities for the financial reporting purposes and the amounts used for income tax purposes, and (ii) operating losses and tax credit carryforwards.

	December 26, 2025	December 27, 2024
Deferred tax assets:		
Inventory	$ 6,717	$ 8,701
Share-based compensation	2,600	3,103
Accrued payroll	1,555	1,580
Net operating loss carryforwards	34,833	16,817
Tax credits	8,478	6,678
Interest carryforwards	7,056	6,298
Capitalized research expenses	7,810	9,838
Intercompany interest	3,144	2,906
Operating lease liabilities	4,858	11,140
Other assets	1,070	534
Deferred tax assets	78,121	67,595
Valuation allowance	(58,321)	(42,281)
Total deferred tax assets	19,800	25,314
Deferred tax liabilities:		
Intangible assets	(6,997)	(5,438)
Property, plant and equipment	(5,778)	(5,851)
Operating lease right-of-use assets	(4,649)	(10,890)
Other liabilities	—	(374)
Total deferred tax liabilities	(17,424)	(22,553)
Net deferred tax asset	$ 2,376	$ 2,761

At December 26, 2025, we had federal, state, and foreign net operating loss carryforwards ("NOLs") of $139.7 million, $63.1 million and $6.8 million, respectively. The federal NOLs carry forward indefinitely. The state and foreign NOLs, if not utilized, will begin to expire in 2028 and 2039, respectively. At December 26, 2025, we had federal and state research and development credits of $3.1 million and $0.4 million, respectively, which, if not utilized, will begin to expire in 2042 and 2029, respectively. At December 26, 2025, we had foreign tax credits of $3.2 million, which, if not utilized, will begin to expire in 2033.

We have determined the amount of our valuation allowance based on our estimates of taxable income by jurisdiction in which we operate over the periods in which the related deferred tax assets will be recoverable. As of December 26, 2025, we believe it is not more-likely-than-not that our U.S. entities will generate sufficient taxable income to offset reversing deductible timing differences and to fully utilize carryforward tax attributes. Accordingly, we have recorded a valuation allowance against U.S. federal and state deferred tax assets, net of deferred tax liabilities related to indefinite-lived intangible assets for which no future realization can be expected. The valuation allowance increased by $16.0 million and $14.2 million during the years ended December 26, 2025 and December 27, 2024, respectively.

We were granted a tax holiday for our Singapore operations, which expires in 2026. The net impact of the tax holiday in Singapore as compared to the Singapore statutory rate was a benefit of $3.4 million, $7.1 million, and $5.0 million during 2025, 2024, and 2023, respectively. Our income tax fluctuates based on the geographic mix of earnings and is calculated quarterly based on actual results pursuant to ASC Topic 740-270.

We recognize tax benefits from uncertain tax positions when it is more likely than not that the position will be sustained upon examination. As of December 26, 2025, we had reserves of $3.2 million related to these uncertain tax positions, which are included in the balance of other non-current liabilities on the accompanying consolidated balance sheet. If recognized, $1.4 million of this amount would impact our effective tax rate.

We recognize estimated accrued interest and penalties related to these unrecognized tax benefits in income tax expense. In 2025, we recognized no increase in estimated interest and penalties. At December 26, 2025, we had approximately zero and $0.6 million of accrued estimated interest and penalties, which are excluded from the unrecognized tax benefits table below.

The reconciliation of income tax computed at the U.S. federal statutory tax rates to income tax expense consist of the following:

	Year Ended					
	December 26, 2025		December 27, 2024		December 29, 2023	
	Amount	Percent	Amount	Percent	Amount	Percent
Effective rate reconciliation:						
US federal statutory tax rate	$ (9,989)	21.0%	$ (3,791)	21.0%	$ (6,526)	21.0%
State and local income taxes, net of federal income tax effect (1)	515	(1.1)%	(648)	3.6%	(1,994)	6.4%
Tax credits						
Research and development tax credits	(603)	1.3%	(869)	4.8%	(1,530)	4.9%
Foreign tax credit on withholding	(1,085)	2.3%	(815)	4.5%	(717)	2.3%
Change in valuation allowance	13,833	(29.1)%	14,243	(78.9)%	27,940	(89.9)%
Nondeductible items						
Limitation on officers compensation	511	(1.1)%	1,225	(6.8)%	597	(1.9)%
Stock compensation	1,513	(3.2)%	(372)	2.1%	85	(0.3)%
Other	41	(0.1)%	177	(1.0)%	336	(1.1)%
Worldwide changes in unrecognized tax benefits	(48)	0.1%	475	(2.6)%	(331)	1.1%
Other reconciling items	(31)	0.1%	158	(0.9)%	44	(0.1)%
Foreign tax effects						
Other	90	(0.2)%	68	(0.4)%	(92)	0.3%
Singapore						
Statutory tax rate difference	(846)	1.8%	(1,112)	6.2%	(1,415)	4.6%
Tax holiday	(3,446)	7.2%	(7,078)	39.2%	(4,962)	16.0%
Withholding tax	1,083	(2.3)%	815	(4.5)%	717	(2.3)%
Other	—	—%	126	(0.7)%	—	—%
Malaysia						
Statutory tax rate difference	114	(0.2)%	290	(1.6)%	52	(0.2)%
Permanent differences	322	(0.7)%	(336)	1.9%	(365)	1.2%
Return to provision	278	(0.6)%	225	(1.2)%	(224)	0.7%
Other	52	(0.1)%	—	—%	—	—%
United Kingdom						
Change in valuation allowance	1,665	(3.5)%	—	—%	—	—%
Benefit from carry back claim	(509)	1.1%	—	—%	—	—%
Other	(266)	0.6%	(15)	0.1%	292	(0.9)%
Netherlands						
Domestic top-up tax	2,021	(4.2)%	—	—%	—	—%
Income tax expense	$ 5,215	(11.0)%	$ 2,766	(15.3)%	$ 11,907	(38.3)%

(1) State taxes in California make up the majority of the tax effect in this category.

The cash paid for taxes, net of refunds, are as follows:

	Year Ended		
	December 26, 2025	December 27, 2024	December 29, 2023
Federal	$ 4	$ —	$ (483)
State and local			
California	352	490	(226)
Oregon	130	71	315
Texas	153	80	199
Other	1	16	24
Foreign			
Singapore	1,166	794	1,037
Malaysia	1,203	1,068	1,350
Korea	—	188	55
United Kingdom	—	626	1,606
Cash paid for taxes, net of refunds	$ 3,009	$ 3,333	$ 3,877

The following table summarizes the activity related to our unrecognized tax benefits:

	Unrecognized tax benefits
Balance at December 30, 2022	$ 3,595
Increase related to current year tax positions	488
Decrease in tax positions related to lapse of statute of limitations	(10)
Decrease in tax positions related to settlements	(916)
Balance at December 29, 2023	3,157
Increase related to current year tax positions	435
Decrease in tax positions related to lapse of statute of limitations	(336)
Balance at December 27, 2024	3,256
Increase related to current year tax positions	149
Decrease in tax positions related to lapse of statute of limitations	(197)
Balance at December 26, 2025	$ 3,208

We assert indefinite reinvestment of our U.S. and Netherlands unremitted earnings. With regard to these unremitted earnings, we have not, nor do we anticipate the need to repatriate funds from the U.S. to the Netherlands or from the Netherlands to the Cayman entity to satisfy liquidity needs. Determination of the amount of unrecognized withholding tax liability related to the indefinitely reinvested earnings is not practicable.

Our three major filing jurisdictions are the United States, Singapore, and Malaysia. We are no longer subject to U.S. Federal examination for tax years ending before 2022, to state examinations before 2021, or to foreign examinations before 2021. However, to the extent allowed by law, the tax authorities may have the right to examine prior periods where net operating losses or tax credits were generated and carried forward, and make adjustments up to the amount of the net operating losses or credit carryforward. As of December 26, 2025, we were under examination by the California tax authorities for fiscal years 2020-2022.

Note 7 – Employee Benefit Programs

401(k) Plan

We sponsor a 401(k) plan available to employees of our U.S.-based subsidiaries. Participants may make salary deferral contributions not to exceed 50% of a participant's annual compensation or the maximum amount otherwise allowed by law. Eligible employees receive a discretionary matching contribution equal to 50% of a participant's deferral, up to an annual maximum of 4% of a participant's annual compensation. For 2025, 2024, and 2023, matching contributions were $2.7 million, $2.6 million, and $2.7 million, respectively.

Note 8 – Long-Term Debt

Long-term debt consists of the following:

	December 26, 2025	December 27, 2024
Term loan	$ 125,000	$ 129,375
Revolving credit facility	—	—
Total principal amount of long-term debt	125,000	129,375
Less unamortized debt issuance costs	(1,472)	(852)
Total long-term debt, net	123,528	128,523
Less current portion	(6,250)	(7,500)
Total long-term debt, less current portion, net	$ 117,278	$ 121,023

Term loan principal payments are due quarterly on the last business day of each calendar quarter, commencing on December 31, 2025. The credit agreement matures on September 26, 2030. Maturities of long-term debt consist of the following:

2026	$ 6,250
2027	7,813
2028	7,813
2029	7,813
2030	95,311
Total	$ 125,000

The weighted average interest rate across our credit facilities was 6.16%, 7.31%, and 6.80% during 2025, 2024, and 2023, respectively.

On September 26, 2025, we entered into an amended and restated credit agreement, which includes a group of financial institutions as direct lenders under the agreement (the "credit agreement"). The credit agreement includes a $125.0 million term loan facility and a $100.0 million revolving credit facility (together, "credit facilities"). The revolving credit facility also contains a $20.0 million letter of credit sub-facility and a $10.0 million swingline sub-facility. We incurred debt issuance costs of approximately $1.7 million in connection with the amendment and restatement. Of this amount, $1.2 million of the debt issuance costs are accounted for as a reduction to the carrying value of our long-term debt, and we amortize these costs to interest expense over the term of the credit agreement. The remaining $0.5 million in debt issuance costs were expensed as incurred, which is included in other expense, net on our consolidated statements of operations. Under the debt modification literature codified in ASC 470, a portion of the amendment and restatement was treated as an extinguishment. Accordingly, $0.2 million of existing capitalized debt issuance costs were written off as a loss on extinguishment of debt, which is included in other expense, net on our consolidated statements of operations.

Our credit agreement is secured by our tangible and intangible assets and includes customary representations, warranties, and covenants. We are required to maintain a minimum fixed charge coverage ratio of 1.25 : 1 and a maximum leverage ratio of 3.50 : 1. We were in compliance with both as of December 26, 2025.

As of December 26, 2025, interest is charged at either the Base Rate or SOFR (as such terms are defined in the credit agreement) at our option, plus an applicable margin. The Base Rate is equal to the higher of i) the Prime Rate, ii) the Federal Funds Rate plus 0.50%, or iii) SOFR plus 1.00%. The applicable margin on Base Rate and SOFR loans is 0.750% to 1.750% and 1.750% to 2.750% per annum, respectively, depending on our leverage ratio, which is based on trailing 12-month consolidated EBITDA, as defined in our credit agreement. We are also charged a commitment fee of 0.175% to 0.350%, depending on our leverage ratio, on the unused portion of our revolving credit facility. Base Rate interest payments and commitment fees are due quarterly. SOFR interest payments are due on the last day of the applicable interest period, or quarterly for applicable interest periods longer than three months. As of December 26, 2025, our credit facilities bore interest under the SOFR option at 6.17%.

Note 9 – Share-Based Compensation

2025 Plan

On March 26, 2025, the Human Capital Committee of our Board of Directors approved the Ichor Holdings, Ltd. 2025 Omnibus Incentive Plan (the "2025 Plan"). The 2025 Plan was approved by our stockholders on May 14, 2025 and allows for the issuance of 2,963,471 shares to be used for awards under the Plan, subject to the applicable adjustment and share recycling provisions set forth in the 2025 plan. The 2025 Plan replaces the Ichor Holdings, Ltd. 2016 Omnibus Incentive Plan (the "2016 Plan") in its entirety, except with respect to awards granted under the 2016 Plan prior to the effective date of the 2025 Plan.

The 2025 Omnibus Incentive Plan provides for grants of share-based awards to employees, directors, and consultants. Awards may be in the form of stock options (“options”), tandem and non-tandem stock appreciation rights, restricted share awards or restricted share units (“RSUs”), performance awards, and other share-based awards. We have elected to account for forfeitures of all share-based awards in share-based compensation expense prospectively as they occur. Forfeited or expired awards are returned to the incentive plan pool for future grants. Awards generally vest over four years, 25% on the first anniversary of the date of grant and quarterly thereafter over the remaining three years. Upon vesting of RSUs, shares are withheld to cover statutory minimum withholding taxes. Shares withheld are not reflected as an issuance of ordinary shares within our consolidated statements of shareholders’ equity, as the shares are never issued, and the associated tax payments are reflected as financing activities within our consolidated statements of cash flows.

Share-based compensation expense across all plans for options, RSUs, and employee share purchase rights was $16.7 million, $15.6 million, and $17.3 million during 2025, 2024, and 2023, respectively.

Stock Options

Options are valued based on the Black-Scholes-Merton model on the date of grant. The risk-free interest rate is based on U.S. Treasury rates in effect on the date of grant. Estimated volatility is based on the historical volatility of our ordinary shares. Options generally vest over 4 years, with 25% vesting on the first grant-date anniversary and the remaining vesting on a quarterly basis over the remaining 3 years. Options granted under the 2016 Plan have a contractual term of 7 years. No options have been granted under the 2025 Plan.

The following table summarizes option activity:

	Number of Stock Options			
	Service condition	Weighted average exercise price per share	Weighted average remaining contractual term	Aggregate intrinsic value
Outstanding, December 27, 2024	365,085	$ 24.28		
Exercised	(137,080)	$ 24.83		
Forfeited or expired	(14,880)	$ 22.28		
Outstanding, December 26, 2025	213,125	$ 24.07	0.7 years	$ —
Exercisable, December 26, 2025	213,125	$ 24.07	0.7 years	$ —

The intrinsic value of options exercised are as follows:

	Year Ended		
	December 26, 2025	December 27, 2024	December 29, 2023
Total intrinsic value of options exercised	$ 1,013	$ 3,276	$ 3,041

At December 26, 2025, there was no unrecognized share-based compensation expense relating to options.

Restricted Share Units

RSUs that vest pursuant to a service condition and performance condition are valued based on the closing market price of our ordinary shares on the date of grant. RSUs that vest pursuant to a service condition only generally vest over 4 years, with 25% vesting on the first grant-date anniversary and the remaining vesting on a quarterly basis over the remaining 3 years. RSUs that vest pursuant to a performance condition are generally earned over 3 years, depending on the achievement of certain financial and non-financial targets, and vest at the end of the three year measurement period. RSUs that vest pursuant to a market condition are valued based on a Monte Carlo simulation model as of the date of grant, are generally earned over 3 years based on a relative total shareholder return model, and vest at the end of the three year measurement period. Upon vesting of RSUs, employees may elect to have shares withheld to cover statutory minimum withholding taxes. Shares withheld are not reflected as an issuance of ordinary shares within our consolidated statements of shareholders' equity, as the shares were never issued, and the associated tax payments are reflected as financing activities within our consolidated statements of cash flows.

The following table summarizes RSU activity:

	Number of RSUs			
	Service condition	Performance condition	Market condition	Weighted average grant-date fair value per share
Unvested, December 27, 2024	1,031,455	178,610	201,841	$ 33.92
Granted	843,706	109,946	109,951	$ 18.17
Vested	(439,868)	(23,150)	(44,191)	$ 32.25
Forfeited	(165,182)	(14,418)	(13,459)	$ 28.25
Unvested, December 26, 2025	1,270,111	250,988	254,142	$ 25.57

Fair value information for RSUs granted and vested is as follows:

	Year Ended		
	December 26, 2025	December 27, 2024	December 29, 2023
Weighted average grant-date fair value per share of RSUs granted	$ 18.17	$ 39.61	$ 30.70
Total grant-date fair value of shares vested	$ 16,356	$ 14,177	$ 11,550

At December 26, 2025, total unrecognized share-based compensation expense relating to RSUs was $30.1 million, with a weighted average remaining service period of 2.5 years.

The table below sets forth the weighted average assumptions in the Monte Carlo simulation model used to measure the fair value of RSUs that vest pursuant to a market condition. Expected volatility is based on the historical volatility of our ordinary shares and our peer group for the relative expected term. We believe this approach is reflective of current and historical market conditions and is an appropriate indicator of expected volatility. The risk-free interest rate is based on U.S. government treasury rates in effect on the date of grant with a term equal to the expected term of the award, which is equal to the period of time between the grant date and the date the award is expected to vest.

	Year Ended		
	December 26, 2025	December 27, 2024	December 29, 2023
Weighted average expected term	2.4 Years	2.6 Years	2.6 Years
Risk-free interest rate	3.8%	4.5%	4.0%
Dividend yield	0.0%	0.0%	0.0%
Volatility	67.3%	59.2%	61.4%

2017 ESPP

In May 2017, we adopted the 2017 Employee Stock Purchase Plan (the "2017 ESPP"). The 2017 ESPP grants employees the ability to designate a portion of their base-pay to purchase ordinary shares at a price equal to 85% of the fair market value of our ordinary shares on the first or last day of each 6 month purchase period. Purchase periods begin on January 1 or July 1 and end on June 30 or December 31, or the next business day if such date is not a business day. Shares are purchased on the last day of the purchase period. As of December 26, 2025, 2.0 million ordinary shares remained eligible for issuance under the 2017 ESPP.

The table below sets forth the weighted average assumptions used to measure the fair value of 2017 ESPP rights:

	Year Ended		
	December 26, 2025	December 27, 2024	December 29, 2023
Weighted average expected term	0.5 years	0.5 years	0.5 years
Risk-free interest rate	4.3%	5.3%	5.1%
Dividend yield	0.0%	0.0%	0.0%
Volatility	63.1%	60.4%	63.4%

We recognize share-based compensation expense associated with the 2017 ESPP over the duration of the purchase period. We recognized $1.3 million, $1.0 million, and $0.9 million of share-based compensation expense associated with the 2017 ESPP during 2025, 2024, and 2023, respectively. At December 26, 2025, there was no unrecognized share-based compensation expense related to the 2017 ESPP.

Note 10 – Segment Information

We operate as a single business operating segment, which includes all activities related to the design, engineering, and manufacturing of critical fluid delivery subsystems and components for semiconductor capital equipment. Accordingly, we report as one reportable segment. The determination of a single business operating segment is consistent with the consolidated financial information regularly provided to our chief operating decision maker ("CODM"). The consolidated financial information provided to our CODM does not contain significant disaggregated expenses outside of what is already disclosed in our statements of operations and notes thereto included in these consolidated financial statements. Our CODM is our Chief Executive Officer, and the CODM reviews and evaluates consolidated net income for purposes of assessing performance, making operating decisions, allocating resources, and planning and forecasting for future periods.

Foreign operations are conducted primarily through our wholly owned subsidiaries in Singapore and Malaysia, and Mexico. Our principal markets include North America, Asia, and to a lesser degree, Europe.

The following table sets forth sales by geographic area, which represents sales to unaffiliated customers based upon the location to which the products were shipped:

	Year Ended		
	December 26, 2025	December 27, 2024	December 29, 2023
Singapore	$ 431,539	$ 353,219	$ 318,790
United States of America	295,010	268,946	281,298
Europe	98,046	98,855	116,316
Other	123,057	128,020	94,716
Total net sales	$ 947,652	$ 849,040	$ 811,120

The following table sets forth our major customers with 10% or more of sales, which comprised 76%, 73%, and 82% of net sales in 2025, 2024, and 2023, respectively:

	Year Ended		
	December 26, 2025	December 27, 2024	December 29, 2023
Applied Materials	$ 371,697	$ 300,263	$ 295,082
Lam Research	$ 351,418	$ 319,099	$ 286,836
ASML (1)	—	$ —	$ 85,589

(1) ASML did not represent 10% or more of sales in 2025 and 2024.

Foreign long-lived assets, exclusive of deferred tax assets, were $71.3 million and $62.5 million at December 26, 2025 and December 27, 2024, respectively.

Note 11 – Earnings per Share

The following table sets forth the computation of our basic and diluted net loss per share and a reconciliation of the numerator and denominator used in the calculation:

	Year Ended		
	December 26, 2025	December 27, 2024	December 29, 2023
Numerator:			
Net loss	$ (52,781)	$ (20,820)	$ (42,985)
Denominator:			
Basic weighted average ordinary shares outstanding	34,232,198	32,759,896	29,200,796
Dilutive effect of options	—	—	—
Dilutive effect of RSUs	—	—	—
Dilutive effect of ESPP	—	—	—
Diluted weighted average ordinary shares outstanding	34,232,198	32,759,896	29,200,796
Securities excluded from the calculation of diluted weighted average ordinary shares outstanding (1)	2,841,000	2,557,000	2,632,000
Earnings per share:			
Net loss per share:			
Basic	$ (1.54)	$ (0.64)	$ (1.47)
Diluted	$ (1.54)	$ (0.64)	$ (1.47)

(1) Represents potentially dilutive options and RSUs that were excluded from the calculation of net income per share, because including them would have been antidilutive under the treasury stock method.

Note 12 - Restructuring

In the third quarter of 2025, and amended in the fourth quarter of 2025, our Board of Directors approved the Consolidation Restructuring Plan (the "Plan"). The Plan includes activities and plans to align our geographic footprint with our long-term strategic plan. The amended restructuring plan expanded the scope of our initial plan to consolidate our footprint at additional sites. Key components of the Plan as of December 26, 2025 are as follows:

Impairment of inventory

As of December 26, 2025, total expected inventory impairment costs under the Plan are $19.8 million, all of which were recognized during 2025. These costs were recognized within cost of sales on our consolidated statement of operations and as a contra-asset valuation account within inventories on our consolidated balance sheet as of December 26, 2025.

Fixed asset charges

As of December 26, 2025, total expected fixed asset charges under the Plan are approximately $3.1 million, all of which were recognized during 2025. These costs were recognized within selling, general, and administrative expenses on our consolidated statement of operations.

Impairment of operating right-of-use assets

As of December 26, 2025, total expected operating lease ROU asset impairment charges under the Plan are approximately $1.8 million, of which $0.9 million were recognized during 2025. These charges were recognized within selling, general, and administrative expenses on our consolidated statement of operations. We expect to incur approximately an additional $0.9 million of operating lease ROU asset impairment charges under the Plan.

Severance charges

As of December 26, 2025, total expected severance charges under the Plan are approximately $1.7 million, all of which were recognized during 2025. Of the this amount recognized, $0.9 million and $0.8 million were recognized within cost of sales and selling, general, and administrative expenses, respectively, on our consolidated statement of operations. These charges were accrued within accrued liabilities, net of payments made of $0.7 million, on our consolidated balance sheet as of December 26, 2025.

Other Costs

Other costs includes other direct and incremental costs incurred as result of the Plan, which primarily includes legal expenses, facility exit costs, and fixed asset transportation costs. As of December 26, 2025, total expected other costs under the Plan are approximately $3.7 million, of which $1.3 million were recognized during 2025. These costs were recognized within selling, general, and administrative expenses on our consolidated statement of operations. We expect to incur approximately an additional $2.4 million of other costs under the Plan.

We expect the Plan to be substantially complete by the end of 2026. We may incur additional expenses due to unanticipated events or changes in plan scope.

EXHIBIT INDEX

The following exhibits are filed with this Form 10-K or are incorporated herein by reference:

Exhibit Number	Description of Exhibit
2.1	Agreement and Plan of Merger, dated November 11, 2021, by and among Ichor Systems, Inc., Incline Merger Sub, LLC, IMG Companies, LLC, and Brian J. Miller (solely in his capacity as the Equity holders' Representative thereunder) (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on November 16, 2021).
3.1	Amended and Restated Memorandum and Articles of the Company, effective as of May 24, 2022 (Incorporated by reference to Exhibit 3.1 to the Annual Report on Form 10-K filed with the SEC on February 24, 2023).
4.1	Description of Securities of the Company. (Incorporated by reference to Exhibit 4.1 to the Annual Report on Form 10-K filed with the SEC on February 24, 2023).
10.1	Second Amended and Restated Credit Agreement, dated as of October 29, 2021, by and among Icicle Acquisition Holding B.V., Ichor Holdings, LLC, and Ichor Systems, Inc. as borrowers, Bank of America, N.A., as administrative agent, and the financial institutions party thereto, as lenders (Incorporated by reference to Exhibit 10.1 to the Annual Report on Form 10-K filed with the SEC on February 28, 2022).
10.2	First Amendment to Second Amended and Restated Credit Agreement, dated as of September 30, 2024, by and among Ichor Systems, Inc., as borrower representative, and Bank of America, N.A., as administrative agent (Incorporated by reference to Exhibit 10.2 to the Annual Report on Form 10-K filed with the SEC on February 2, 2021).
10.3	Third Amended and Restated Credit Agreement, dated as of September 26, 2025, by and among Icicle Acquisition Holding B.V, Ichor Systems, Inc., Ichor Holdings, LLC, IMG Companies, LLC, IMG Inta, LLC, IMG Larkin, LLC, IMG, LLC, Applied Fusion, LLC, and IMG Altair, LLC as borrowers, Bank of America, N.A., as administrative agent, and the financial institutions party thereto, as lenders (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on September 30, 2025).
10.4+	Ichor Holdings, Ltd. 2016 Omnibus Incentive Plan (Incorporated by reference to Exhibit 10.11 to Amendment No. 2 to Registration Statement on Form S-1 filed with the SEC on November 29, 2016).
10.5+	Form of Incentive Stock Option Agreement (Incorporated by reference to Exhibit 10.12 to Amendment No. 2 to Registration Statement on Form S-1 filed with the SEC on November 29, 2016).
10.6+	Form of Restricted Stock Agreement (Incorporated by reference to Exhibit 10.13 to Amendment No. 2 to Registration Statement on Form S-1 filed with the SEC on November 29, 2016).
10.7+	Form of Nonqualified Stock Option Agreement (Incorporated by reference to Exhibit 10.14 to Amendment No. 2 Registration Statement on Form S-1 filed with the SEC on November 29, 2016).
10.8+*	Ichor Holdings, Ltd. 2025 Omnibus Incentive Plan
10.9+	Form of Performance Restricted Stock Unit Agreement Pursuant to the Ichor Holdings, Ltd. 2025 Omnibus Incentive Plan (Incorporated by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q, filed with the SEC on August 5, 2025)
10.10+	Form of Restricted Stock Unit Agreement Pursuant to the Ichor Holdings, Ltd. 2025 Omnibus Incentive Plan (Incorporated by reference to Exhibit 10.2 to the Quarterly Report on Form 10-Q, filed with the SEC on August 5, 2025).
10.11+	Offer Letter, dated as of January 8, 2013, by and between Ichor Systems, Inc. and Philip Barros (Incorporated by reference to Exhibit 10.16 to the Registration Statement on Form S-1 filed with the SEC on November 14, 2016).
10.12+	Offer Letter, dated as of September 30, 2015, by and between Ichor Systems, Inc. and Philip Barros (Incorporated by reference to Exhibit 10.17 to the Registration Statement on Form S-1 filed with the SEC on November 14, 2016).
10.13+	Offer Letter, dated as of October 29, 2025, by and between Ichor Systems, Inc. and Philip Barros (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on November 3, 2025).
10.14+	Amended and Restated Select Severance Plan, dated as of November 22, 2024, by and among the Company and certain officers and directors party thereto. (Incorporated by reference to Exhibit 10.10 to the Annual Report on Form 10-K filed with the SEC on February 21, 2025).
10.15+	Offer Letter, dated November 20, 2019, between Ichor Systems, Inc. and Jeffrey Andreson (Incorporated by reference to Exhibit 10.13 to the Annual Report on Form 10-K filed with the SEC on March 6, 2020).

10.16+	Transition Agreement, dated as of August 3, 2025, by and between the Company and Jeffrey Andreson (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on August 4, 2025).
10.17+	Offer Letter, dated November 15, 2022, between the Company and Bruce Ragsdale (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on November 28, 2022).
10.18+	Offer Letter, dated July 6, 2023, between Ichor Systems, Inc. and Gregory F. Swyt (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on July 10, 2023).
10.19*+	Transition Agreement, dated as of August 13, 2025, by and between the Company and Christopher Smith.
19.1*	Ichor Holdings, Ltd. Insider Trading Policy, dated November 10, 2025.
21.1*	List of subsidiaries.
23.1*	Consent of KPMG LLP.
31.1*	Certifications of Chief Executive Officer of the Company under Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certifications of Chief Financial Officer of the Company under Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1**	Certifications of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. This certification accompanies this report and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed for purposes of §18 of the Securities Exchange Act of 1934, as amended.
32.2**	Certifications of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. This certification accompanies this report and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed for purposes of §18 of the Securities Exchange Act of 1934, as amended.
97.1	Ichor Holdings, Ltd. Clawback Policy (Incorporated by reference to Exhibit 97.1 to Ichor Holdings, Ltd.'s Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 23, 2024).
101.INS*	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.
101.SCH*	Inline XBRL Taxonomy Extension Schema Document.
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104*	Cover Page Interactive Data File (embedded within the Inline XBRL document contained in Exhibit 101).

* Filed herewith
** Furnished herewith
\+ A management contract or compensatory arrangement required to be filed as an exhibit pursuant to Item 601 of Regulation S-K

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

Dated: February 20, 2026 ICHOR HOLDINGS, LTD.

By: /s/ Philip Barros
Philip Barros
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Name and Title	Date
/s/ Philip Barros Philip Barros	Chief Executive Officer and Director (Principal Executive Officer)	February 20, 2026
/s/ Greg Swyt Greg Swyt	Chief Financial Officer (Principal Accounting and Financial Officer)	February 20, 2026
/s/ Iain MacKenzie Iain MacKenzie	Executive Chairman and Director	February 20, 2026
/s/ Jorge Titinger Jorge Titinger	Lead Independent Director	February 20, 2026
/s/ Marc Haugen Marc Haugen	Director	February 20, 2026
/s/ John Kispert John Kispert	Director	February 20, 2026
/s/ Laura Black Laura Black	Director	February 20, 2026
/s/ Wendy Arienzo Wendy Arienzo	Director	February 20, 2026
/s/ Thomas M. Rohrs Thomas M. Rohrs	Director	February 20, 2026
/s/ Yuval Wasserman Yuval Wasserman	Director	February 20, 2026

2025 Omnibus Incentive Plan

ICHOR HOLDINGS, LTD.

2025 OMNIBUS INCENTIVE PLAN

ARTICLE I
PURPOSE

The purpose of this Ichor Holdings, Ltd. 2025 Omnibus Incentive Plan (this "Plan") is to promote the success of the Company's business for the benefit of its stockholders by enabling the Company to offer Eligible Individuals cash and stock-based incentives in order to attract, retain, and reward such individuals and strengthen the mutuality of interests between such individuals and the Company's stockholders. This Plan is effective as of the date set forth in Article XIV.

As of the Effective Date, this Plan shall supersede and replace the Ichor Holdings, Ltd. 2016 Omnibus Incentive Plan, as amended from time to time (the "Prior Plan") in its entirety. Awards may not be granted under the Prior Plan on or following the Effective Date. Awards granted under the Prior Plan prior to the Effective Date will remain subject to the terms and conditions set forth in the Prior Plan.

ARTICLE II
DEFINITIONS

For purposes of this Plan, the following terms shall have the following meanings:

2.1 "Affiliate" means a corporation or other entity controlled by, controlling, or under common control with the Company. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of such Person, whether through the ownership of voting or other securities, by contract or otherwise.

2.2 "Applicable Law" means the requirements relating to the administration of equity-based awards and the related shares under U.S. state corporate law, U.S. federal and state securities laws, the rules or requirements of any stock exchange or quotation system on which the shares are listed or quoted, and any other applicable laws, including tax laws, of any U.S. or non-U.S. jurisdictions where Awards are, or will be, granted under this Plan.

2.3 "Award" means any award under this Plan of any Stock Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Units, Performance Award, Other Stock-Based Award, or Cash Award. All Awards shall be evidenced by and subject to the terms of an Award Agreement.

2.4 "Award Agreement" means the written or electronic agreement, contract, certificate, or other instrument or document evidencing the terms and conditions of an individual Award. Each Award Agreement shall be subject to the terms and conditions of this Plan.

2.5 "Board" means the Board of Directors of the Company.

2.6 "Cash Award" means an Award granted to an Eligible Individual pursuant to Section 9.3 of this Plan and payable in cash at such time or times and subject to such terms and conditions as determined by the Committee in its sole discretion.

2.7 "Cause" means, unless otherwise determined by the Committee in the applicable Award Agreement, with respect to a Participant's Termination of Service, the following: (a) in the case where there is no employment agreement, offer letter, consulting agreement, change in control agreement, or similar agreement in effect between the Company or an Affiliate and the Participant at the time of the grant of the Award (or where there is such agreement in effect but it does not define "cause" (or words of like import)), the Participant's (i) commission of, or plea of guilty or no contest to, a felony or a crime involving moral turpitude or the commission of any other act involving willful malfeasance or material fiduciary breach with respect to the Company or an Affiliate; (ii) substantial and repeated failure to perform duties as reasonably directed by the person to whom the Participant reports; (iii) conduct that brings or is reasonably likely to bring the Company or an Affiliate negative publicity or into public disgrace, embarrassment, or disrepute; (iv) gross negligence or willful misconduct with respect to the Company or an Affiliate; (v) material violation of or willful disregard for the Company's policies or codes of conduct, including policies related to discrimination, harassment, performance of illegal or unethical activities, or ethical misconduct; or (vi) any breach of any non-competition, non-solicitation, no-hire, confidentiality covenant or other agreement between the Participant and the Company or an Affiliate; or (b) in the case where there is an employment agreement, offer letter, consulting agreement, change in control agreement, or similar agreement in effect between the Company or an Affiliate and the Participant at the time of the grant of the Award that defines "cause" (or words of like import), "cause" as defined under such agreement; provided, however, that with regard to any agreement under which the definition of "cause" only applies on occurrence of a change in control, such definition of "cause" shall not apply until a change in control (as defined in such agreement) actually takes place and then only with regard to a termination thereafter.

2.8 "Change in Control" means and includes each of the following, unless otherwise determined by the Committee in the applicable Award Agreement or other written agreement with a Participant approved by the Committee:

(a) any "person," as such term is used in Sections 13(d) and 14(d) of the Exchange Act (other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company, or any company owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of Common Stock of the Company), becoming the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities;

(b) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a Person who has entered into an agreement with the Company to effect a transaction described in paragraph (a), (c), or (d) of this Section 2.8 or a director whose initial assumption of office occurs as a result of either an actual or threatened election contest or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board) whose election by the Board or nomination for election by the Company's shareholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board;

(c) a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; provided, however, that a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person (other than those covered by the exceptions in Section 2.8(a)) acquires more than 50% of the combined voting power of the Company's then outstanding securities shall not constitute a Change in Control of the Company; or

(d) a complete liquidation or dissolution of the Company or the consummation of a sale or disposition by the Company of all or substantially all of the Company's assets other than the sale or disposition of all or substantially all of the assets of the Company to a Person or Persons who beneficially own, directly or indirectly, 50% or more of the combined voting power of the outstanding voting securities of the Company at the time of the sale.

(e) Notwithstanding the foregoing, with respect to any Award that is characterized as "nonqualified deferred compensation" within the meaning of Section 409A of the Code, an event shall not be considered to be a Change in Control under this Plan for purposes of payment of such Award unless such event is also a "change in ownership," a "change in effective control," or a "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code.

2.9 "Change in Control Price" means the highest price per Share paid in any transaction related to a Change in Control as determined by the Committee in its discretion.

2.10 "Code" means the U.S. Internal Revenue Code of 1986, as amended from time to time. Any reference to any section of the Code shall also be a reference to any successor provision and any guidance and treasury regulation promulgated thereunder.

2.11 "Committee" means any committee of the Board duly authorized by the Board to administer this Plan; provided, however, that unless otherwise determined by the Board, the Committee shall consist solely of two or more members of the Board who are each (a) a "non-employee director" within the meaning of Rule 16b-3(b), and (b) "independent" under the listing standards or rules of the securities exchange upon which the Common Stock is traded, but only to the extent such independence is required in order to take the action at issue pursuant to such standards or rules. If no committee is duly authorized by the Board to administer this Plan, the term "Committee" shall be deemed to refer to the non-employee members of the Board for all purposes under this Plan. The Board may abolish any Committee or re-vest in itself any previously delegated authority from time to time, and will retain the right to exercise the authority of the Committee to the extent consistent with Applicable Law.

2.12 "Common Stock" means the ordinary shares, $0.0001 par value per share, of the Company.

2.13 "Company" means Ichor Holdings, Ltd., a Cayman Islands exempted company, and its successors by operation of law.

2.14 "Consultant" means any natural person who is an advisor or consultant or other service provider to the Company or any of its Affiliates.

2.15 "Disability" means, unless otherwise determined by the Committee in the applicable Award Agreement, with respect to a Participant's Termination of Service, a permanent and total disability as defined in Section 22(e)(3) of the Code. A Disability shall only be deemed to occur at the time of the determination by the Committee of the Disability. Notwithstanding the foregoing, for Awards that are subject to Section 409A of the Code, Disability shall mean that a Participant is disabled under Section 409A(a)(2)(C)(i) or (ii) of the Code.

2.16 "Dividend Equivalent Rights" means a right granted to a Participant under this Plan to receive the equivalent value (in cash or Shares) of dividends paid on Shares.

2.17 "Effective Date" means the effective date of this Plan as defined in Article XIV.

2.18 "Eligible Employee" means each employee of the Company or any of its Affiliates. An employee on a leave of absence may be an Eligible Employee.

2.19 "Eligible Individual" means an Eligible Employee, Non-Employee Director, or Consultant who is designated by the Committee in its discretion as eligible to receive Awards subject to the terms and conditions set forth herein.

2.20 “Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time. Reference to a specific section of the Exchange Act or regulation thereunder shall include such section or regulation, any valid regulation or interpretation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing, or superseding such section or regulation.

2.21 “Fair Market Value” means, for purposes of this Plan, unless otherwise required by any applicable provision of the Code or any regulations issued thereunder, as of any date and except as provided below, the last sales price reported for the Common Stock on the applicable date: (a) as reported on the principal national securities exchange in the United States on which it is then traded, listed or otherwise reported or quoted or (b) if the Common Stock is not traded, listed, or otherwise reported or quoted, the Committee shall determine in good faith the Fair Market Value in whatever manner it considers appropriate, taking into account the requirements of Section 409A of the Code. For purposes of the grant of any Award, the applicable date shall be the trading day immediately prior to the date on which the Award is granted. For purposes of the exercise of any Award, the applicable date shall be the date a notice of exercise is received by the Committee or, if not a date on which the applicable market is open, the next day that it is open.

2.22 “Family Member” means “family member” as defined in Section A.1.(a)(5) of the general instructions of Form S-8.

2.23 “Incentive Stock Option” means any Stock Option granted to an Eligible Employee who is an employee of the Company, its Parents or its Subsidiaries under this Plan and that is intended to be, and is designated as, an “Incentive Stock Option” within the meaning of Section 422 of the Code.

2.24 “Non-Employee Director” means a director on the Board who is not an employee of the Company.

2.25 “Non-Qualified Stock Option” means any Stock Option granted under this Plan that is not an Incentive Stock Option.

2.26 “Other Stock-Based Award” means an Award granted under Article IX of this Plan that is valued in whole or in part by reference to, or is payable in or otherwise based on, Shares, but may be settled in the form of Shares or cash.

2.27 “Parent” means any parent corporation of the Company within the meaning of Section 424(e) of the Code.

2.28 “Participant” means an Eligible Individual to whom an Award has been granted pursuant to this Plan.

2.29 “Performance Award” means an Award granted under Article VIII of this Plan.

2.30 “Performance Goals” means goals established by the Committee as contingencies for Awards to vest and/or become exercisable or distributable.

2.31 “Performance Period” means the designated period during which the Performance Goals must be satisfied with respect to the Award to which the Performance Goals relate.

2.32 “Person” means any “person” as such term is used in Sections 13(d) and 14(d) of the Exchange Act.

2.33 “Prior Plan Award” means an award outstanding under the Prior Plan as of the Effective Date.

2.34 “Restricted Stock” means an Award of Shares granted under Article VII of this Plan.

2.35 “Restricted Stock Unit” means an unfunded, unsecured right to receive, on the applicable settlement date, one Share or an amount in cash or other consideration determined by the Committee to be of equal value as of such settlement date, subject to certain vesting conditions and other restrictions.

2.36 “Rule 16b-3” means Rule 16b-3 under Section 16(b) of the Exchange Act as then in effect or any successor provision.

2.37 “Section 409A of the Code” means the nonqualified deferred compensation rules under Section 409A of the Code and any applicable treasury regulations and other official guidance thereunder.

2.38 “Securities Act” means the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder. Reference to a specific section of the Securities Act or regulation thereunder shall include such section or regulation, any valid regulation or interpretation promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing, or superseding such section or regulation.

2.39 “Shares” means shares of Common Stock.

2.40 “Stock Appreciation Right” means a stock appreciation right granted under Article VI of this Plan.

2.41 “Stock Option” or “Option” means any option to purchase Shares granted pursuant to Article VI of this Plan.

2.42 “Subsidiary” means any subsidiary corporation of the Company within the meaning of Section 424(f) of the Code.

2.43 “Ten Percent Stockholder” means a Person owning stock representing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company, its Parent or its Subsidiaries.

2.44 “Termination of Service” means the termination of the applicable Participant’s employment with, or performance of services for, the Company and its Affiliates. Unless otherwise determined by the Committee, (a) if a Participant’s employment or services with the Company and its Affiliates terminates but such Participant continues to provide services to the Company and its Affiliates in a non-employee capacity, such change in status shall not be deemed a Termination of Service with the Company and its Affiliates and (b) a Participant employed by, or performing services for an Affiliate that ceases to be an Affiliate shall also be deemed to have incurred a Termination of Service provided the Participant does not immediately thereafter become an employee of the Company or another Affiliate. Notwithstanding the foregoing provisions of this definition, with respect to any Award that constitutes a “nonqualified deferred compensation plan” within the meaning of Section 409A of the Code, a Participant shall not be considered to have experienced a “Termination of Service” unless the Participant has experienced a “separation from service” within the meaning of Section 409A of the Code.

ARTICLE III
ADMINISTRATION

3.1 Authority of the Committee. This Plan shall be administered by the Committee. Subject to the terms of this Plan and Applicable Law, the Committee shall have full authority to grant Awards to Eligible Individuals under this Plan. In particular, the Committee shall have the authority to:

(a) determine whether and to what extent Awards, or any combination thereof, are to be granted hereunder to one or more Eligible Individuals;

(b) determine the number of Shares to be covered by each Award granted hereunder;

(c) determine the terms and conditions, not inconsistent with the terms of this Plan, of any Award granted hereunder (including, but not limited to, the exercise or purchase price (if any), any restriction or limitation, any vesting schedule or acceleration thereof, or any forfeiture restrictions or waiver thereof, regarding any Award and the Shares, if any, relating thereto, based on such factors, if any, as the Committee shall determine, in its sole discretion);

(d) determine the amount of cash to be covered by each Award granted hereunder;

(e) determine whether, to what extent, and under what circumstances grants of Options and other Awards under this Plan are to operate on a tandem basis and/or in conjunction with or apart from other awards made by the Company outside of this Plan;

(f) determine whether and under what circumstances an Award may be settled in cash, Shares, other property, or a combination of the foregoing;

(g) determine whether, to what extent and under what circumstances cash, Shares, or other property and other amounts payable with respect to an Award under this Plan shall be deferred either automatically or at the election of the Participant;

(h) modify, waive, amend, or adjust the terms and conditions of any Award, at any time or from time to time, including but not limited to Performance Goals;

(i) determine whether a Stock Option is an Incentive Stock Option or Non-Qualified Stock Option;

(j) determine whether to require a Participant, as a condition of the granting of any Award, to not sell or otherwise dispose of Shares acquired pursuant to the exercise or vesting of an Award for a period of time as determined by the Committee, in its sole discretion, following the date of the acquisition of such Award or Shares;

(k) modify, extend, or renew an Award, subject to Article XI and Section 6.8(g) of this Plan; and

(l) determine how the Disability, death, retirement, authorized leave of absence or any other change or purported change in a Participant's status affects an Award and the extent to which, and the period during which, the Participant, the Participant's legal representative, conservator, guardian or beneficiary may exercise rights under the Award, if applicable.

3.2 Guidelines. Subject to Article XI of this Plan, the Committee shall have the authority to adopt, alter, and repeal such administrative rules, guidelines, and practices governing this Plan and perform all acts, including the delegation of its responsibilities (to the extent permitted by Applicable Law and applicable stock exchange rules), as it shall, from time to time, deem advisable; to construe and interpret the terms and provisions of this Plan and any Award issued under this Plan (and any agreements or sub-plans relating thereto); and to otherwise supervise the administration of this Plan. The Committee may correct any defect, supply any omission, or reconcile any inconsistency in this Plan or in any agreement relating thereto in the manner and to the extent it shall deem necessary to effectuate the purpose and intent of this Plan. The Committee may adopt special rules, sub-plans, guidelines, and provisions for persons who are residing in or employed in, or subject to, the taxes of any domestic or foreign jurisdictions to satisfy or accommodate applicable foreign laws or to qualify for preferred tax treatment of such domestic or foreign jurisdictions.

3.3 Decisions Final. Any decision, interpretation, or other action made or taken in good faith by or at the direction of the Company, the Board, or the Committee (or any of its members) arising out of or in connection with this Plan shall be within the absolute discretion of all and each of them, as the case may be, and shall be final, binding, and conclusive on the Company and all employees and Participants and their respective heirs, executors, administrators, successors, and assigns.

3.4 Designation of Consultants/Liability; Delegation of Authority.

(a) The Committee may employ such legal counsel, consultants, and agents as it may deem desirable for the administration of this Plan and may rely upon any opinion received from any such counsel or consultant and any computation received from any such consultant or agent. Expenses incurred by the Committee or the Board in the engagement of any such counsel, consultant, or agent shall be paid by the Company. The Committee, its members, and any person designated pursuant to this Section 3.4 shall not be liable for any action or determination made in good faith with respect to this Plan. To the maximum extent permitted by Applicable Law, no officer of the Company or member or former member of the Committee or of the Board shall be liable for any action or determination made in good faith with respect to this Plan or any Award granted under it.

(b) The Committee may delegate any or all of its powers and duties under this Plan to a subcommittee of directors or to any officer of the Company, including the power to perform administrative functions (including executing agreements or other documents on behalf of the Committee) and grant Awards; provided, that such delegation does not (i) violate Applicable Law, or (ii) result in the loss of an exemption under Rule 16b-3(d)(1) for Awards granted to Participants subject to Section 16 of the Exchange Act in respect of the Company. Upon any such delegation, all references in this Plan to the "Committee," shall be deemed to include any subcommittee or officer of the Company to whom such powers have been delegated by the Committee. Any such delegation shall not limit the right of such subcommittee members or such an officer to receive Awards; provided, however, that such subcommittee members and any such officer may not grant Awards to himself or herself, a member of the Board, or any executive officer of the Company or an Affiliate, or take any action with respect to any Award previously granted to himself or herself, a member of the Board, or any executive officer of the Company or an Affiliate. The Committee may also designate employees or professional advisors who are not executive officers of the Company or members of the Board to assist in administering this Plan, provided, however, that such individuals may not be delegated the authority to grant or modify any Awards that will, or may, be settled in Shares.

3.5 Indemnification. To the maximum extent permitted by Applicable Law and to the extent not covered by insurance directly insuring such person, each current and former officer or employee of the Company or any of its Affiliates and member or former member of the Committee or the Board shall be indemnified and held harmless by the Company against any cost or expense (including reasonable fees of counsel acceptable to the Committee) or liability (including any sum paid in settlement of a claim with the approval of the Committee), and advanced amounts necessary to pay the foregoing at the earliest time and to the fullest extent permitted, arising out of any act or omission to act in connection with the administration of this Plan, except to the extent arising out of such officer's, employee's, member's, or former member's own fraud or bad faith. Such indemnification shall be in addition to any right of indemnification that the current or former employee, officer or member may have under Applicable Law or under the by-laws of the Company or any of its Affiliates. Notwithstanding anything else herein, this indemnification will not apply to the actions or determinations made by an individual with regard to Awards granted to such individual under this Plan

ARTICLE IV
SHARE LIMITATION

4.1 Shares. The aggregate number of Shares that may be issued pursuant to this Plan (subject to any increase or decrease pursuant to this Article IV) shall not exceed the sum of (i) 1,000,000 Shares, plus (ii) the number of Shares reserved for issuance pursuant to the Prior Plan but not issued thereunder as of the Effective Date. Shares issued pursuant to the Plan may be either authorized and unissued Shares or Shares held in or acquired for the treasury of the Company or both. The aggregate number of Shares that may be issued or used with respect to any Incentive Stock Option shall not exceed 2,963,471 Shares (subject to any increase or decrease pursuant to Section 4.3). Any Award under this Plan settled in cash shall not be counted against the foregoing maximum share limitations. Notwithstanding anything to the contrary contained herein, Shares subject to an Award under this Plan or a Prior Plan Award shall again be made available for issuance or delivery under this Plan if such Shares are (i) Shares delivered, withheld or surrendered in payment of the exercise or purchase price of an Award, (ii) Shares delivered, withheld, or surrendered to satisfy any tax withholding obligation or (iii) Shares subject to a stock-settled Award that expires or is canceled, forfeited, or terminated without issuance of the full number of Shares to which the Award related.

4.2 Substitute Awards. In connection with an entity's merger or consolidation with the Company or the Company's acquisition of an entity's property or stock, the Committee may grant Awards in substitution for any options or other stock or stock-based awards granted before such merger or consolidation by such entity or its affiliate ("Substitute Awards"). Substitute Awards may be granted on such terms as the Committee deems appropriate, notwithstanding limitations on Awards in this Plan. Substitute Awards will not count against the Shares authorized for grant under this Plan (nor shall Shares subject to a Substitute Award be added to the Shares available for Awards under this Plan as provided under Section 4.1 above), except that Shares acquired by exercise of substitute Incentive Stock Options will count against the maximum number of Shares that may be issued pursuant to the exercise of Incentive Stock Options under this Plan, as set forth in Section 4.1 above. Additionally, in the event that a Person acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination, the shares available for grants pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) may be used for Awards under this Plan and shall not reduce the Shares authorized for grant under this Plan (and Shares subject to such Awards shall not be added to the Shares available for Awards under this Plan as provided under Section 4.1 above); provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Eligible Employees or Non-Employee Directors prior to such acquisition or combination.

4.3 Adjustments.

(a) The existence of this Plan and the Awards granted hereunder shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize (i) any adjustment, recapitalization, reorganization, or other change in the Company's capital structure or its business, (ii) any merger or consolidation of the Company or any Affiliate, (iii) any issuance of bonds, debentures, or preferred or prior preference stock ahead of or affecting the Shares, (iv) the dissolution or liquidation of the Company or any Affiliate, (v) any sale or transfer of all or part of the assets or business of the Company or any Affiliate, or (vi) any other corporate act or proceeding.

(b) Subject to the provisions of Section 10.1:

(i)If the Company at any time subdivides (by any split, recapitalization or otherwise) the outstanding Shares into a greater number of Shares, or combines (by reverse split, combination, or otherwise) its outstanding Shares into a lesser number of Shares, then the respective exercise prices for outstanding Awards that provide for a Participant-elected exercise and the number of Shares covered by outstanding Awards shall be appropriately adjusted by the Committee to prevent dilution or enlargement of the rights granted to, or available for, Participants under this Plan; provided, that the Committee in its sole discretion shall determine whether an adjustment is appropriate.

(ii)Excepting transactions covered by Section 4.3(b)(i), if the Company effects any merger, consolidation, statutory exchange, spin-off, reorganization, sale or transfer of all or substantially all the Company's assets or business, or other corporate transaction or event in such a manner that the Company's outstanding Shares are converted into the right to receive (or the holders of Common Stock are entitled to receive in exchange therefor), either immediately or upon liquidation of the Company, securities or other property of the Company or other entity, then, subject to the provisions of Section 10.1, (A) the aggregate number or kind of securities that thereafter may be issued under this Plan, (B) the number or kind of securities or other property (including cash) to be issued pursuant to Awards granted under this Plan (including as a result of the assumption of this Plan and the obligations hereunder by a successor entity, as applicable), or (C) the exercise or purchase price thereof, shall be appropriately adjusted by the Committee to prevent dilution or enlargement of the rights granted to, or available for, Participants under this Plan.

(iii)If there shall occur any change in the capital structure of the Company other than those covered by Section 4.3(b)(i) or 4.3(b)(ii), any conversion, any adjustment, or any issuance of any class of securities convertible or exercisable into, or exercisable for, any class of equity securities of the Company, then the Committee shall adjust any Award and make such other adjustments to this Plan to prevent dilution or enlargement of the rights granted to, or available for, Participants under this Plan.

(iv)In the event of any pending stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other extraordinary transaction or change affecting the Shares or the Share price, including any securities offering or other similar transaction, for administrative convenience, the Committee may refuse to permit the exercise of any Award for up to sixty (60) days before or after such transaction.

(v)The Committee may adjust the Performance Goals applicable to any Awards to reflect any unusual or non-recurring events and other extraordinary items, impact of charges for restructurings, discontinued operations, and the cumulative effects of accounting or tax changes, each as defined by generally accepted accounting principles or as identified in the Company's financial statements, notes to the financial statements, management's discussion and analysis, or other Company public filing.

(vi)Any such adjustment determined by the Committee pursuant to this Section 4.3(b) shall be final, binding, and conclusive on the Company and all Participants and their respective heirs, executors, administrators, successors, and permitted assigns. Any adjustment to, or assumption or substitution of, an Award under this Section 4.3(b) shall be intended to comply with the requirements of Section 409A of the Code and Treasury Regulation §1.424-1 (and any amendments thereto), to the extent applicable. Except as expressly provided in this Section 4.3 or in the applicable Award Agreement, a Participant shall have no additional rights under this Plan by reason of any transaction or event described in this Section 4.3.

4.4 Annual Limit on Non-Employee Director Compensation.[1] In each calendar year during any part of which this Plan is in effect, a Non-Employee Director may not receive Awards for such individual's service on the Board that, taken together with any cash fees paid to such Non-Employee Director during such calendar year for such individual's service on the Board, have a value in excess of $750,000 (calculating the value of any such Awards based on the grant date fair value of such Awards for financial reporting purposes); provided, that (a) the Committee may make exceptions to this limit, except that the Non-Employee Director receiving such additional compensation may not participate in the decision to award such compensation or in other contemporaneous decisions involving compensation for Non-Employee Directors and (b) for any calendar year in which a Non-Employee Director (i) first commences service on the Board, (ii) serves on a special committee of the Board, or (iii) serves as lead director or non-executive chair of the Board, such limit shall be increased to $1,000,000; provided, further, that the limit set forth in this Section 4.4 shall be applied without regard to Awards or other compensation, if any, provided to a Non-Employee Director during any period in which such individual was an employee of the Company or any Affiliate or was otherwise providing services to the Company or to any Affiliate other than in the capacity as a Non-Employee Director.

ARTICLE V
ELIGIBILITY

5.1 General Eligibility. All current and prospective Eligible Individuals are eligible to be granted Awards. Eligibility for the grant of Awards and actual participation in this Plan shall be determined by the Committee in its sole discretion. No Eligible Individual will automatically be granted any Award under this Plan.

5.2 Incentive Stock Options. Notwithstanding the foregoing, only Eligible Employees who are employees of the Company, its Parents or its Subsidiaries are eligible to be granted Incentive Stock Options under this Plan. Eligibility for the grant of an Incentive Stock Option and actual participation in this Plan shall be determined by the Committee in its sole discretion.

5.3 General Requirement. The vesting and exercise of Awards granted to a prospective Eligible Individual are conditioned upon such individual actually becoming an Eligible Employee, Consultant, or Non-Employee Director, as applicable.

ARTICLE VI
STOCK OPTIONS; STOCK APPRECIATION RIGHTS

6.1 General. Stock Options or Stock Appreciation Rights may be granted alone or in addition to other Awards granted under this Plan Each Stock Option granted under this Plan shall be of one of two types: (a) an Incentive Stock Option or (b) a Non-Qualified Stock Option. Stock Options and Stock Appreciation Rights granted under this Plan shall be evidenced by an Award Agreement and subject to the terms, conditions and limitations in this Plan, including any limitations applicable to Incentive Stock Options.

6.2 Grants. The Committee shall have the authority to grant to any Eligible Individual one or more Incentive Stock Options, Non-Qualified Stock Options, and/or Stock Appreciation Rights; provided, however, that Incentive Stock Options may only be granted to an Eligible Employee who is an employee of the Company, its Parents or its Subsidiaries. To the extent that any Stock Option does not qualify as an Incentive Stock Option (whether because of its provisions or the time or manner of its exercise or otherwise), such Stock Option or the portion thereof which does not so qualify shall constitute a separate Non-Qualified Stock Option.

6.3 Exercise Price. The exercise price per Share subject to a Stock Option or Stock Appreciation Right shall be determined by the Committee at the time of grant, provided that the per share exercise price of a Stock Option or Stock Appreciation Right shall not be less than 100% (or, in the case of an Incentive Stock Option granted to a Ten Percent Stockholder, 110%) of the Fair Market Value at the time of grant. Notwithstanding the foregoing, in the case of a Stock Option or Stock Appreciation Right that is a Substitute Award, the exercise price per Share for such Stock Option or Stock Appreciation Right may be less than the Fair Market Value on the date of grant; provided, that, such exercise price is determined in a manner consistent with the provisions of Section 409A of the Code and, if applicable, Section 424(a) of the Code.

6.4 Term. The term of each Stock Option or Stock Appreciation Right shall be fixed by the Committee, provided that no Stock Option or Stock Appreciation Right shall be exercisable more than ten (10) years (or, in the case of an Incentive Stock Option granted to a Ten Percent Stockholder, five (5) years) after the date on which the Stock Option or Stock Appreciation Right, as applicable, is granted.

6.5 Exercisability. Unless otherwise provided by the Committee in accordance with the provisions of this Section 6.5, Stock Options and Stock Appreciation Rights granted under this Plan shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Committee at the time of grant. The Committee may, but shall not be required to, provide for an acceleration of vesting and exercisability upon the occurrence of a specified event. Unless otherwise determined by the Committee, if the exercise of a Non-Qualified Stock Option or Stock Appreciation Right within the permitted time periods is prohibited because such exercise would violate the registration requirements under the Securities Act or any other Applicable Law or the rules of any securities exchange or interdealer quotation system, the Company's insider trading policy (including any blackout periods) or a "lock-up" agreement entered into in connection with the issuance of securities by the Company, then the expiration of such Non-Qualified Stock Option or Stock Appreciation Right shall be extended until the date that is thirty (30) days after the end of the period during which the exercise of the Non-Qualified Stock Option or Stock Appreciation Right would be in violation of such registration requirement or other Applicable Law or rules, blackout period or lock-up agreement, as determined by the Committee; provided, however, that in no event shall any such extension result in any Non-Qualified Stock Option or Stock Appreciation Right remaining exercisable after the ten (10)-year term of the applicable Non-Qualified Stock Option or Stock Appreciation Right.

6.6 Method of Exercise. Subject to any applicable waiting period or exercisability provisions under Section 6.5, to the extent vested, Stock Options and Stock Appreciation Rights may be exercised in whole or in part at any time during the term of the applicable Stock Option or Stock Appreciation Right, by giving written notice of exercise (which may be electronic) to the Company specifying the number of Stock Options or Stock Appreciation Rights, as applicable, being exercised. Such notice shall be accompanied by payment in full of the exercise price (which shall equal the product of such number of Shares to be purchased multiplied by the applicable exercise price). The exercise price for the Stock Options may be paid upon such terms and conditions as shall be established by the Committee and set forth in the applicable Award Agreement. Without limiting the foregoing, the Committee may establish payment terms for the exercise of Stock Options pursuant to which the Company may withhold a number of Shares that otherwise would be issued to the Participant in connection with the exercise of the Stock Option having a Fair Market Value on the date of exercise equal to the exercise price, or that permit the Participant to deliver cash or Shares with a Fair Market Value equal to the exercise price on the date of payment, or through a simultaneous sale through a broker of Shares acquired on exercise, all as permitted by Applicable Law. No Shares shall be issued until payment therefor, as provided herein, has been made or provided for. Upon the exercise of a Stock Appreciation Right a Participant shall be entitled to receive, for each right exercised, up to, but no more than, an amount in cash and/or Shares (as chosen by the Committee in its sole discretion) equal in value to the excess of the Fair Market Value of one (1) Share on the date that the right is exercised over the Fair Market Value of one (1) Share on the date that the right was awarded to the Participant.

6.7 Non-Transferability. No Stock Option or Stock Appreciation Right shall be transferable by the Participant other than by will or by the laws of descent and distribution, and all Stock Options and Stock Appreciation Rights shall be exercisable, during the Participant's lifetime, only by the Participant. Notwithstanding the foregoing, the Committee may determine, in its sole discretion, at the time of grant or thereafter that a Non-Qualified Stock Option that is otherwise not transferable pursuant to this Section 6.7 is transferable to a Family Member of the Participant in whole or in part and in such circumstances, and under such conditions, as specified by the Committee. A Non-Qualified Stock Option that is transferred to a Family Member pursuant to the preceding sentence (a) may not be subsequently transferred other than by will or by the laws of descent and distribution and (b) remains subject to the terms of this Plan and the applicable Award Agreement. Any Shares acquired upon the exercise of a Non-Qualified Stock Option by a permissible transferee of a Non-Qualified Stock Option or a permissible transferee pursuant to a transfer after the exercise of the Non-Qualified Stock Option shall be subject to the terms of this Plan and the applicable Award Agreement.

6.8 Termination. Unless otherwise determined by the Committee at grant or, if no rights of the Participant are reduced, thereafter, subject to the provisions of the applicable Award Agreement and this Plan, upon a Participant's Termination of Service for any reason, Stock Options and Stock Appreciation Rights may remain exercisable following a Participant's Termination of Service as follows:

(a) Termination by Death or Disability. Unless otherwise provided in the applicable Award Agreement, or otherwise determined by the Committee at the time of grant or, if no rights of the Participant are reduced, thereafter, if a Participant's Termination of Service is by reason of death or Disability, all Stock Options and Stock Appreciation Rights that are held by such Participant that are vested and exercisable at the time of the Participant's Termination of Service may be exercised by the Participant (or in the case of the Participant's death, by the legal representative of the Participant's estate) at any time within a period of one (1) year from the date of such Termination of Service, but in no event beyond the expiration of the stated term of such Stock Options and Stock Appreciation Rights; provided, however, that, in the event of a Participant's Termination of Service by reason of Disability, if the Participant dies within such exercise period, all unexercised Stock Options and Stock Appreciation Rights held by such Participant shall thereafter be exercisable, to the extent to which they were exercisable at the time of death, for a period of one (1) year from the date of such death, but in no event beyond the expiration of the stated term of such Stock Options and/or Stock Appreciation Rights.

(b) Involuntary Termination Without Cause. Unless otherwise provided in the applicable Award Agreement or otherwise determined by the Committee at the time of grant or, if no rights of the Participant are reduced, thereafter, if a Participant's Termination of Service is by involuntary termination by the Company without Cause, all Stock Options and Stock Appreciation Rights that are held by such Participant that are vested and exercisable at the time of the Participant's Termination of Service may be exercised by the Participant at any time within a period of ninety (90) days from the date of such Termination of Service, but in no event beyond the expiration of the stated term of such Stock Options or Stock Appreciation Rights.

(c) Voluntary Resignation. Unless otherwise provided in the applicable Award Agreement or otherwise determined by the Committee at the time of grant or, if no rights of the Participant are reduced, thereafter, if a Participant's Termination of Service is voluntary (other than a voluntary termination described in Section 6.8(d) hereof), all Stock Options and Stock Appreciation Rights that are held by such Participant that are vested and exercisable at the time of the Participant's Termination of Service may be exercised by the Participant at any time within a period of thirty (30) days from the date of such Termination of Service, but in no event beyond the expiration of the stated term of such Stock Options or Stock Appreciation Rights.

(d) Termination for Cause. Unless otherwise provided in the applicable Award Agreement or determined by the Committee at the time of grant, or if no rights of the Participant are reduced, thereafter, if a Participant's Termination of Service (i) is for Cause or (ii) is a voluntary Termination of Service (as provided in Section 6.8(c)) after the occurrence of an event that would be grounds for a Termination of Service for Cause, all Stock Options and Stock Appreciation Rights, whether vested or not vested, that are held by such Participant shall thereupon immediately terminate and expire as of the date of such Termination of Service.

(e) Unvested Stock Options and Stock Appreciation Rights. Unless otherwise provided in the applicable Award Agreement or determined by the Committee at the time of grant or, if no rights of the Participant are reduced, thereafter, Stock Options and Stock Appreciation Rights that are not vested as of the date of a Participant's Termination of Service for any reason shall terminate and expire as of the date of such Termination of Service.

(f) Incentive Stock Option Limitations. To the extent that the aggregate Fair Market Value (determined as of the time of grant) of the Shares with respect to which Incentive Stock Options are exercisable for the first time by an Eligible Employee during any calendar year under this Plan and/or any other stock option plan of the Company, any Parent or any Subsidiary exceeds $100,000, such Options shall be treated as Non-Qualified Stock Options. In addition, if an Eligible Employee does not remain employed by the Company, any Parent or any Subsidiary at all times from the time an Incentive Stock Option is granted until three (3) months prior to the date of exercise thereof (or such other period as required by Applicable Law), such Stock Option shall be treated as a Non-Qualified Stock Option. Should any provision of this Plan not be necessary in order for the Stock Options to qualify as Incentive Stock Options, or should any additional provisions be required, the Committee may amend this Plan accordingly, without the necessity of obtaining the approval of the stockholders of the Company.

(g) Modification, Extension and Renewal of Stock Options. The Committee may (i) modify, extend, or renew outstanding Stock Options granted under this Plan (provided that the rights of a Participant are not reduced without such Participant's consent and provided, further that such action does not subject the Stock Options to Section 409A of the Code without the consent of the Participant), and (ii) accept the surrender of outstanding Stock Options (to the extent not theretofore exercised) and authorize the granting of new Stock Options in substitution therefor (to the extent not theretofore exercised). Notwithstanding the foregoing, (i) an outstanding Option may not be modified to reduce the exercise price thereof nor may a new Option at a lower price be substituted or exchanged for a surrendered Option(other than adjustments or substitutions in accordance with Article IV), or (ii) an underwater Option cancelled in exchange for a stock award, or cash, or be subject to a cash buyout program, unless in each instance such action is approved by the stockholders of the Company.

6.9 Automatic Exercise. The Committee may include a provision in an Award Agreement providing for the automatic exercise of a Non-Qualified Stock Option or Stock Appreciation Right on a cashless basis on the last day of the term of such Option or Stock Appreciation Right if the Participant has failed to exercise the Non-Qualified Stock Option or Stock Appreciation Right as of such date, with respect to which the Fair Market Value of the Shares underlying the Non-Qualified Stock Option or Stock Appreciation Right exceeds the exercise price of such Non-Qualified Stock Option or Stock Appreciation Right on the date of expiration of such Option or Stock Appreciation Right, subject to Section 13.4.

6.10 Dividends. No dividends or Dividend Equivalent Rights shall be granted with respect to Stock Options or Stock Appreciation Rights.

6.11 Other Terms and Conditions. As the Committee shall deem appropriate, Stock Options and Stock Appreciation Rights may be subject to additional terms and conditions or other provisions, which shall not be inconsistent with any of the terms of this Plan.

ARTICLE VII
RESTRICTED STOCK; RESTRICTED STOCK UNITS

7.1 Awards of Restricted Stock and Restricted Stock Units. Shares of Restricted Stock and Restricted Stock Units may be granted alone or in addition to other Awards granted under this Plan. The Committee shall determine the Eligible Individuals to whom, and the time or times at which, grants of Restricted Stock and/or Restricted Stock Units shall be made, the number of shares of Restricted Stock or Restricted Stock Units to be awarded, the price (if any) to be paid by the Participant (subject to Section 7.2), the time or times within which such Awards may be subject to forfeiture, the vesting schedule and rights to acceleration thereof, and all other terms and conditions of the Awards. The Committee shall determine and set forth in the Award Agreement the terms and conditions for each Award of Restricted Stock and Restricted Stock Units, subject to the conditions and limitations contained in this Plan, including any vesting or forfeiture conditions.

The Committee may condition the grant or vesting of Restricted Stock and Restricted Stock Units upon the attainment of specified Performance Goals or such other factor as the Committee may determine in its sole discretion.

7.2 Awards and Certificates. Restricted Stock and Restricted Stock Units granted under this Plan shall be evidenced by an Award Agreement and subject to the following terms and conditions and shall be in such form and contain such additional terms and conditions not inconsistent with the terms of this Plan, as the Committee shall deem desirable:

(a) Restricted Stock.

(i)Purchase Price. The purchase price of Restricted Stock shall be fixed by the Committee. The purchase price for shares of Restricted Stock may be zero to the extent permitted by Applicable Law, and, to the extent not so permitted, such purchase price may not be less than par value.

(ii)Legend. Each Participant receiving Restricted Stock shall be issued a stock certificate in respect of such shares of Restricted Stock, unless the Committee elects to use another system, such as book entries by the Company's transfer agent, as evidencing ownership of shares of Restricted Stock. Such certificate shall be registered in the name of such Participant, and shall, in addition to such legends required by Applicable Law, bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Stock.

(iii)Custody. If stock certificates are issued in respect of shares of Restricted Stock, the Committee may require that any stock certificates evidencing such shares be held in custody by the Company until the restrictions thereon shall have lapsed, and that, as a condition of any grant of Restricted Stock, the Participant shall have delivered a duly signed stock power or other instruments of assignment (including a power of attorney), each endorsed in blank with a guarantee of signature if deemed necessary or appropriate by the Company, which would permit transfer to the Company of all or a portion of the shares subject to the Award of Restricted Stock in the event that such Award is forfeited in whole or part.

(iv)Rights as a Stockholder. Except as provided in Section 7.3(a) and this Section 7.2(a) or as otherwise determined by the Committee in an Award Agreement, the Participant shall have, with respect to the shares of Restricted Stock, all of the rights of a holder of Shares, including, without limitation, the right to receive dividends, the right to vote such shares, and, subject to and conditioned upon the full vesting of shares of Restricted Stock, the right to tender such shares; provided that the Award Agreement shall specify on what terms and conditions the applicable Participant shall be entitled to dividends payable on the Shares.

(v)Lapse of Restrictions. If and when the Restriction Period expires without a prior forfeiture of the Restricted Stock, the certificates for such Shares shall be delivered to the Participant. All legends shall be removed from said certificates at the time of delivery to the Participant, except as otherwise required by Applicable Law or other limitations imposed by the Committee.

(b) Restricted Stock Units.

(i)Settlement. The Committee may provide that settlement of Restricted Stock Units will occur upon or as soon as reasonably practical after the Restricted Stock Units vest or will instead be deferred, on a mandatory basis or at the Participant's election, in a manner intended to comply with Section 409A of the Code.

(ii)Rights as a Stockholder. A Participant will have no rights of a stockholder with respect to Shares subject to any Restricted Stock Unit unless and until Shares are delivered in settlement of the Restricted Stock Units.

(iii)Dividend Equivalent Rights. If the Committee so provides, a grant of Restricted Stock Units may provide a Participant with the right to receive Dividend Equivalent Rights.

7.3 Restrictions and Conditions.

(a) Restriction Period.

(i)The Participant shall not be permitted to transfer shares of Restricted Stock awarded under this Plan or vest in Restricted Stock Units during the period or periods set by the Committee (the "Restriction Period") commencing on the date of such Award, as set forth in the applicable Award Agreement and such agreement shall set forth a vesting schedule and any event that would accelerate vesting of the Restricted Stock and/or Restricted Stock Units. Within these limits, based on service, attainment of Performance Goals pursuant to Section 7.3(a)(i), and/or such other factors or criteria as the Committee may determine in its sole discretion, the Committee may condition the grant or provide for the lapse of such restrictions in installments in whole or in part, or may accelerate the vesting of all or any part of any Award of Restricted Stock or Restricted Stock Units and/or waive the deferral limitations for all or any part of any Award of Restricted Stock or Restricted Stock Units.

(ii)If the grant of shares of Restricted Stock or Restricted Stock Units or the lapse of restrictions or vesting schedule is based on the attainment of Performance Goals, the Committee shall establish the objective Performance Goals and the applicable vesting percentage applicable to each Participant or class of Participants in the applicable Award Agreement prior to the beginning of the applicable fiscal year or at such later date as otherwise determined by the Committee and while the outcome of the Performance Goals are substantially uncertain. Such Performance Goals may incorporate provisions for disregarding (or adjusting for) changes in accounting methods, corporate transactions (including, without limitation, dispositions and acquisitions), and other similar types of events or circumstances.

(b) Termination. Unless otherwise provided in the applicable Award Agreement or determined by the Committee at grant or, if no rights of the Participant are reduced, thereafter, upon a Participant's Termination of Service for any reason during the relevant Restriction Period, all Restricted Stock or Restricted Stock Units still subject to restriction will be forfeited in accordance with the terms and conditions established by the Committee at grant or thereafter.

ARTICLE VIII
PERFORMANCE AWARDS

The Committee may grant a Performance Award to a Participant payable upon the attainment of specific Performance Goals either alone or in addition to other Awards granted under this Plan. The Performance Goals to be achieved during the Performance Period and the length of the Performance Period shall be determined by the Committee upon the grant of each Performance Award. The conditions for grant or vesting and the other provisions of Performance Awards (including, without limitation, any applicable Performance Goals) need not be the same with respect to each Participant. Performance Awards may be paid in cash, Shares, other property, or any combination thereof, in the sole discretion of the Committee as set forth in the applicable Award Agreement.

ARTICLE IX
OTHER STOCK-BASED COMPENSATION

9.1 Other Stock-Based Awards. The Committee is authorized to grant to Eligible Individuals Other Stock-Based Awards that are payable in, valued in whole or in part by reference to, or otherwise based on or related to Shares, including but not limited to, Shares awarded purely as a bonus and not subject to restrictions or conditions, Shares in payment of the amounts due under an incentive or performance plan sponsored or maintained by the Company, stock equivalent units, and Awards valued by reference to the book value of Shares. Other Stock-Based Awards may be granted either alone or in addition to or in tandem with other Awards granted under this Plan.

Subject to the provisions of this Plan, the Committee shall have authority to determine the Eligible Individuals, to whom, and the time or times at which, such Other Stock-Based Awards shall be made, the number of Shares to be awarded pursuant to such Awards, and all other conditions of the Awards. The Committee may also provide for the grant of Shares under such Awards upon the completion of a specified Performance Period. The Committee may condition the grant or vesting of Other Stock-Based Awards upon the attainment of specified Performance Goals as the Committee may determine, in its sole discretion.

9.2 Terms and Conditions. Other Stock-Based Awards made pursuant to this Article IX shall be evidenced by an Award Agreement and subject to the following terms and conditions and shall be in such form and contain such additional terms and conditions not inconsistent with the terms of this Plan, as the Committee shall deem desirable:

(a) Non-Transferability. Subject to the applicable provisions of the Award Agreement and this Plan, Shares subject to Other Stock-Based Awards may not be transferred prior to the date on which the Shares are issued or, if later, the date on which any applicable restriction, performance, or deferral period lapses.

(b) Dividends. Unless otherwise determined by the Committee at the time of the grant of an Other Stock-Based Award, subject to the provisions of the Award Agreement and this Plan, the recipient of an Other Stock-Based Award shall not be entitled to receive, currently or on a deferred basis, dividends or Dividend Equivalent Rights in respect of the number of Shares covered by the Other Stock-Based Award.

(c) Vesting. Any Other Stock-Based Award and any Shares covered by any such Other Stock-Based Award shall vest or be forfeited to the extent so provided in the Award Agreement, as determined by the Committee, in its sole discretion.

(d) Price. Shares under this Article IX may be issued for no cash consideration. Shares purchased pursuant to a purchase right awarded pursuant to an Other Stock-Based Award shall be priced, as determined by the Committee in its sole discretion.

9.3 Cash Awards. The Committee may from time to time grant Cash Awards to Eligible Individuals in such amounts, on such terms and conditions, and for such consideration, including no consideration or such minimum consideration as may be required by Applicable Law, as it shall determine in its sole discretion. Cash Awards may be granted subject to the satisfaction of vesting conditions or may be awarded purely as a bonus and not subject to restrictions or conditions, and if subject to vesting conditions, the Committee may accelerate the vesting of such Awards at any time in its sole discretion. The grant of a Cash Award shall not require a segregation of any of the Company's assets for satisfaction of the Company's payment obligation thereunder.

ARTICLE X
CHANGE CONTROL PROVISIONS

10.1 Benefits. In the event of a Change in Control of the Company, and except as otherwise provided by the Committee in an Award Agreement or any applicable employment agreement, offer letter, consulting agreement, change in control agreement, or similar agreement in effect between the Company or an Affiliate and the Participant, a Participant's unvested Awards shall not vest automatically and a Participant's Awards shall be treated in accordance with one or more of the following methods as determined by the Committee:

(a) Awards, whether or not then vested, shall be continued, be assumed, or have new rights substituted therefor, as determined by the Committee in a manner consistent with the requirements of Section 409A of the Code, and restrictions to which shares of Restricted Stock or any other Award granted prior to the Change in Control are subject shall not lapse upon a Change in Control and the Restricted Stock or other Award shall, where appropriate in the sole discretion of the Committee, receive the same distribution as other Shares on such terms as determined by the Committee; provided that the Committee may decide to award additional Restricted Stock or other Awards in lieu of any cash distribution. Notwithstanding anything to the contrary herein, for purposes of Incentive Stock Options, any assumed or substituted Stock Option shall comply with the requirements of Treasury Regulation Section 1.424-1 (and any amendment thereto).

(b) The Committee, in its sole discretion, may provide for the purchase of any Awards by the Company for an amount of cash equal to the excess (if any) of the Change in Control Price of the Shares covered by such Awards, over the aggregate exercise price of such Awards; provided, however, that if the exercise price of an Option or Stock Appreciation Right exceeds the Change in Control Price, such Award may be cancelled for no consideration.

(c) The Committee may, in its sole discretion, terminate all outstanding and unexercised Stock Options, Stock Appreciation Rights, or any Other Stock-Based Award that provides for a Participant-elected exercise, effective as of the date of the Change in Control, by delivering notice of termination to each Participant at least twenty (20) days prior to the date of consummation of the Change in Control, in which case during the period from the date on which such notice of termination is delivered to the consummation of the Change in Control, each such Participant shall have the right to exercise in full all of such Participant's Awards that are then outstanding (without regard to any limitations on exercisability otherwise contained in the Award Agreements), but any such exercise shall be contingent on the occurrence of the Change in Control, and, provided that, if the Change in Control does not take place within a specified period after giving such notice for any reason whatsoever, the notice and exercise pursuant thereto shall be null and void.

(d) Notwithstanding any other provision herein to the contrary, the Committee may, in its sole discretion, provide for accelerated vesting or lapse of restrictions, of an Award at any time.

ARTICLE XI
TERMINATION OR AMENDMENT OF PLAN

Notwithstanding any other provision of this Plan, the Board or the Committee may at any time, and from time to time, amend, in whole or in part, any or all of the provisions of this Plan (including any amendment deemed necessary to ensure that the Company may comply with any Applicable Law), or suspend or terminate it entirely, retroactively or otherwise; provided, however, that, unless otherwise required by Applicable Law or specifically provided herein, the rights of a Participant with respect to Awards granted prior to such amendment, suspension, or termination may not be materially impaired without the consent of such Participant and, provided, further, that without the approval of the holders of the Shares entitled to vote in accordance with Applicable Law, no amendment may be made that would (a) increase the aggregate number of Shares that may be issued under this Plan (except by operation of Section 4.1); or (b) change the classification of individuals eligible to receive Awards under this Plan. Notwithstanding anything herein to the contrary, the Board or the Committee may amend this Plan or any Award Agreement at any time without a Participant's consent to comply with Applicable Law, including Section 409A of the Code. The Committee may amend the terms of any Award theretofore granted, prospectively or retroactively, but, subject to Article IV or as otherwise specifically provided herein, no such amendment or other action by the Committee shall materially impair the rights of any Participant without the Participant's consent.

ARTICLE XII
UNFUNDED STATUS OF PLAN

This Plan is intended to constitute an "unfunded" plan for incentive and deferred compensation. With respect to any payment as to which a Participant has a fixed and vested interest but which is not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any right that is greater than those of a general unsecured creditor of the Company.

ARTICLE XIII
GENERAL PROVISIONS

13.1 Lock-Up; Legend. The Committee may require each person receiving Shares pursuant to a Stock Option or other Award under this Plan to represent to and agree with the Company in writing that the Participant is acquiring the Shares without a view to distribution thereof. The Company may, in connection with registering the offering of any Company securities under the Securities Act, prohibit Participants from, directly or indirectly, selling or otherwise transferring any Shares or other Company securities during any period determined by the underwriter or the Company. In addition to any legend required by this Plan, the certificates for such Shares may include any legend that the Committee deems appropriate to reflect any restrictions on transfer. All certificates for Shares delivered under this Plan shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which the Common Stock is then listed or any national securities exchange system upon whose system the Common Stock is then quoted, and any Applicable Law, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions. If the Shares are held in book-entry form, then the book-entry will indicate any restrictions on such Shares.

13.2 Other Plans. Nothing contained in this Plan shall prevent the Board from adopting other or additional compensation arrangements, subject to stockholder approval if such approval is required, and such arrangements may be either generally applicable or applicable only in specific cases.

13.3 No Right to Employment/Directorship/Consultancy. Neither this Plan nor the grant of any Award hereunder shall give any Participant or other employee, Consultant or Non-Employee Director any right with respect to continuance of employment, consultancy or directorship by the Company or any Affiliate, nor shall there be a limitation in any way on the right of the Company or any Affiliate by which an employee is employed or a Consultant or Non-Employee Director is retained to terminate such employment, consultancy, or directorship at any time.

13.4 Withholding of Taxes. A Participant shall be required to pay to the Company or one of its Affiliates, as applicable, or make arrangements satisfactory to the Company regarding the payment of, any income tax, social insurance contribution or other applicable taxes that are required to be withheld in respect of an Award. The Committee may (but is not obligated to), in its sole discretion, permit or require a Participant to satisfy all or any portion of the applicable taxes that are required to be withheld with respect to an Award by (a) the delivery of Shares (which are not subject to any pledge or other security interest) that have been both held by the Participant and vested for at least six (6) months (or such other period as established from time to time by the Committee in order to avoid adverse accounting treatment under applicable accounting standards) having an aggregate Fair Market Value equal to such withholding liability (or portion thereof); (b) having the Company withhold from the Shares otherwise issuable or deliverable to, or that would otherwise be retained by, the Participant upon the grant, exercise, vesting, or settlement of the Award, as applicable, a number of Shares with an aggregate Fair Market Value equal to the amount of such withholding liability; or (c) by any other means specified in the applicable Award Agreement or otherwise determined by the Committee.

13.5 Fractional Shares. No fractional Shares shall be issued or delivered pursuant to this Plan. The Committee shall determine whether cash, additional Awards, or other securities or property shall be used or paid in lieu of fractional Shares or whether any fractional shares should be rounded, forfeited, or otherwise eliminated.

13.6 No Assignment of Benefits. No Award or other benefit payable under this Plan shall, except as otherwise specifically provided in this Plan or under Applicable Law or permitted by the Committee, be transferable in any manner, and any attempt to transfer any such benefit shall be void, and any such benefit shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person who shall be entitled to such benefit, nor shall it be subject to attachment or legal process for or against such person.

13.7 Clawbacks. All awards, amounts, or benefits received or outstanding under this Plan will be subject to clawback, cancellation, recoupment, rescission, payback, reduction, or other similar action in accordance with any Company clawback or similar policy or any Applicable Law related to such actions, and the applicable terms of such clawback or similar policy and any amendment thereto, regardless of when adopted, are deemed incorporate by reference in all Award agreements entered into under this Plan, unless determined otherwise by the Committee. A Participant's acceptance of an Award will constitute the Participant's acknowledgement of and consent to the Company's application, implementation, and enforcement of any applicable Company clawback or similar policy that may apply to the Participant, whether adopted before or after the Effective Date, and any Applicable Law relating to clawback, cancellation, recoupment, rescission, payback, or reduction of compensation, and the Participant's agreement that the Company may take any actions that may be necessary to effectuate any such policy or Applicable Law, without further consideration or action.

13.8 Listing and Other Conditions.

(a) Unless otherwise determined by the Committee, as long as the Common Stock is listed on a national securities exchange or system sponsored by a national securities association, the issuance of Shares pursuant to an Award shall be conditioned upon such Shares being listed on such exchange or system. The Company shall have no obligation to issue such Shares unless and until such Shares are so listed, and the right to exercise any Option or other Award with respect to such Shares shall be suspended until such listing has been effected.

(b) If at any time counsel to the Company advises the Company that any sale or delivery of Shares pursuant to an Award is or may in the circumstances be unlawful or result in the imposition of excise taxes on the Company under Applicable Law, the Company shall have no obligation to make such sale or delivery, or to make any application or to effect or to maintain any qualification or registration under the Securities Act or otherwise, with respect to Shares or Awards, and the right to exercise any Option or other Award shall be suspended until, based on the advice of said counsel, such sale or delivery shall be lawful or will not result in the imposition of excise taxes on the Company.

(c) Upon termination of any period of suspension under this Section 13.8, any Award affected by such suspension which shall not then have expired or terminated shall be reinstated as to all Shares available before such suspension and as to Shares which would otherwise have become available during the period of such suspension, but no such suspension shall extend the term of any Award.

(d) A Participant shall be required to supply the Company with certificates, representations, and information that the Company requests and otherwise cooperate with the Company in obtaining any listing, registration, qualification, exemption, consent, or approval that the Company deems necessary or appropriate.

13.9 Governing Law. This Plan and actions taken in connection herewith shall be governed and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws.

13.10 Construction. Wherever any words are used in this Plan in the masculine gender they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and wherever words are used herein in the singular form they shall be construed as though they were also used in the plural form in all cases where they would so apply.

13.11 Other Benefits. No Award granted or paid out under this Plan shall be deemed compensation for purposes of computing benefits under any retirement plan of the Company or its Affiliates or affect any benefit or compensation under any other plan now or subsequently in effect under which the availability or amount of benefits is related to the level of compensation.

13.12 Costs. The Company shall bear all expenses associated with administering this Plan, including expenses of issuing Shares pursuant to Awards hereunder.

13.13 No Right to Same Benefits. The provisions of Awards need not be the same with respect to each Participant, and such Awards to individual Participants need not be the same in subsequent years.

13.14 Death/Disability. The Committee may in its discretion require the transferee of a Participant to supply it with written notice of the Participant's death or Disability and to supply it with a copy of the will (in the case of the Participant's death) or such other evidence as the Committee deems necessary to establish the validity of the transfer of an Award. The Committee may also require the agreement of the transferee to be bound by all of the terms and conditions of this Plan.

13.15 Section 16(b) of the Exchange Act. It is the intent of the Company that this Plan satisfy, and be interpreted in a manner that satisfies, the applicable requirements of Rule 16b-3 as promulgated under Section 16 of the Exchange Act so that Participants will be entitled to the benefit of Rule 16b-3, or any other rule promulgated under Section 16 of the Exchange Act, and will not be subject to short-swing liability under Section 16 of the Exchange Act. Accordingly, if the operation of any provision of this Plan would conflict with the intent expressed in this Section 13.15, such provision to the extent possible shall be interpreted and/or deemed amended so as to avoid such conflict.

13.16 Deferral of Awards. The Committee may establish one or more programs under this Plan to permit selected Participants the opportunity to elect to defer receipt of consideration upon exercise of an Award, satisfaction of performance criteria, or other event that absent the election would entitle the Participant to payment or receipt of Shares or other consideration under an Award. The Committee may establish the election procedures, the timing of such elections, the mechanisms for payments of, and accrual of interest or other earnings, if any, on amounts, Shares or other consideration so deferred, and such other terms, conditions, rules, and procedures that the Committee deems advisable for the administration of any such deferral program.

13.17 Section 409A of the Code. This Plan and Awards are intended to comply with or be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed, and interpreted in accordance with such intent. To the extent that any Award is subject to Section 409A of the Code, it shall be paid in a manner that will comply with Section 409A of the Code. Notwithstanding anything herein to the contrary, any provision in this Plan that is inconsistent with Section 409A of the Code shall be deemed to be amended to comply with or be exempt from Section 409A of the Code and, to the extent such provision cannot be amended to comply therewith or be exempt therefrom, such provision shall be null and void. The Company shall have no liability to a Participant, or any other party, if an Award that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Committee or the Company and, in the event that any amount or benefit under this Plan becomes subject to penalties under Section 409A of the Code, responsibility for payment of such penalties shall rest solely with the affected Participants and not with the Company. Notwithstanding any contrary provision in this Plan or Award Agreement, any payment(s) of “nonqualified deferred compensation” (within the meaning of Section 409A of the Code) that are otherwise required to be made under this Plan to a “specified employee” (as defined under Section 409A of the Code) as a result of such employee’s separation from service (other than a payment that is not subject to Section 409A of the Code) shall be delayed for the first six (6) months following such separation from service (or, if earlier, until the date of death of the specified employee) and shall instead be paid (in a manner set forth in the Award Agreement) upon expiration of such delay period.

13.18 Data Privacy. As a condition of receipt of any Award, each Participant explicitly and unambiguously consents to the collection, use, and transfer, in electronic or other form, of personal data as described in this Section 13.18 by and among, as applicable, the Company and its Affiliates, for the exclusive purpose of implementing, administering, and managing this Plan and Awards and the Participant's participation in this Plan. In furtherance of such implementation, administration, and management, the Company and its Affiliates may hold certain personal information about a Participant, including, but not limited to, the Participant's name, home address, telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, job title(s), information regarding any securities of the Company or any of its Affiliates, and details of all Awards (the "Data"). In addition to transferring the Data amongst themselves as necessary for the purpose of implementation, administration, and management of this Plan and Awards and the Participant's participation in this Plan, the Company and its Affiliates may each transfer the Data to any third parties assisting the Company in the implementation, administration, and management of this Plan and Awards and the Participant's participation in this Plan. Recipients of the Data may be located in the Participant's country or elsewhere, and the Participant's country and any given recipient's country may have different data privacy laws and protections. By accepting an Award, each Participant authorizes such recipients to receive, possess, use, retain, and transfer the Data, in electronic or other form, for the purposes of assisting the Company in the implementation, administration, and management of this Plan and Awards and the Participant's participation in this Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Company or the Participant may elect to deposit any shares of Common Stock. The Data related to a Participant will be held only as long as is necessary to implement, administer, and manage this Plan and Awards and the Participant's participation in this Plan. A Participant may, at any time, view the Data held by the Company with respect to such Participant, request additional information about the storage and processing of the Data with respect to such Participant, recommend any necessary corrections to the Data with respect to the Participant, or refuse or withdraw the consents herein in writing, in any case without cost, by contacting his or her local human resources representative. The Company may cancel the Participant's eligibility to participate in this Plan, and in the Committee's discretion, the Participant may forfeit any outstanding Awards if the Participant refuses or withdraws the consents described herein. For more information on the consequences of refusal to consent or withdrawal of consent, Participants may contact their local human resources representative.

13.19 Successor and Assigns. This Plan shall be binding on all successors and permitted assigns of a Participant, including, without limitation, the estate of such Participant and the executor, administrator, or trustee of such estate.

13.20 Severability of Provisions. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provisions had not been included.

13.21 Headings and Captions. The headings and captions herein are provided for reference and convenience only, shall not be considered part of this Plan, and shall not be employed in the construction of this Plan.

ARTICLE XIV
EFFECTIVE DATE OF PLAN

This Plan shall become effective on April 3, 2025, which is the date of its adoption by the Board, subject to the approval of this Plan by the stockholders of the Company in accordance with the requirements of the laws of the State of Delaware. If this Plan is not approved by the Company's stockholders, this Plan will not become effective and no Awards will be granted under this Plan and the Prior Plan will continue in full force and effect in accordance with its terms.

ARTICLE XV
TERM OF PLAN

No Award shall be granted pursuant to this Plan on or after the tenth (10th) anniversary of the earlier of the date that this Plan is adopted by the Board or the date of stockholder approval, but Awards granted prior to such tenth (10th) anniversary may extend beyond that date.

Exhibit 10.19

August 4, 2025

Chris Smith
[Address Redacted]

Dear Chris,

In recognition of your intent to resign your position as Ichor's Chief Commercial Officer, on September 1, 2025, Ichor's Human Capital Committee ratified this change, and further, we would like to formally change your position to Strategic Advisor, effective September 2, 2025, reporting to me. This assignment is expected to be in place for approximately 6 months, with a targeted end date of February 27, 2026.

As Strategic Advisor, you will remain a full-time, regular employee and executive of Ichor Systems, and will be paid an annualized salary of $120K. As a regular employee, you will remain on all of Ichor's benefits, including equity programs, with no change and continue to be subject to all of Ichor's policies and procedures. You will continue to be eligible under the company's MBO program, with no change in your individual target, which will continue at 70% of your current annualized salary on the date of signing this agreement, assuming you remain employed by Ichor at the time of any payout, which is planned to be near or about February 20, 2026.

This position and commensurate salary will allow you to be available to me and your successor, for questions that may arise from time to time in the transition, in addition to the following specific projects:

Project #1 AMAT Contract renewal strategy and advisor to new head of Sales and Marketing

Project #2 ASML Contract renewal strategy and advisor to new head of Sales and Marketing

Project#3 Advisor as needed to the new head of Sales and Marketing

Furthermore, this Strategic Advisor role is considered a remote position, and no business travel is anticipated. However, should travel be required, all travel and related expenses will be reimbursable by Ichor according to its business travel policy, with the exception that business class travel will be reimbursed for the Strategic Advisor and in the case of international travel, Ichor will pay for your spouse to accompany your travel, also covered at business class.

Should we determine the need for additional strategic work for which you are interested in performing, we will discuss additional compensation on a project basis, at a rate of $225/hour.

We expect this Strategic Advisor position to take effect immediately following the date on which you have stepped down from your CCO position. Nothing in this Agreement shall be construed to alter the at-will nature of your employment.

Thank you for your outstanding service, contributions, and continued dedication to Ichor Systems!

Sincerely,

Jeff Andreson, CEO

Cc: Diana Finucane, CHRO

Acceptance of this Agreement:

/s/ Christopher Smith 08/13/2025
Name, Date

Exhibit 19.1

Effective: November 10, 2025

ICHOR HOLDINGS, LTD.
INSIDER TRADING POLICY

PURPOSE

Ichor Holdings, Ltd. (and together with its subsidiaries, the "Company," "we," or "our") opposes the unauthorized disclosure of any nonpublic information acquired in the course of your service with the Company and the misuse of material nonpublic information in securities trading. Any such actions will be deemed violations of this Insider Trading Policy (the "Policy").

Legal prohibitions on insider trading

The antifraud provisions of U.S. federal securities laws prohibit directors, officers, employees and other individuals who possess material nonpublic information from trading on the basis of that information. Transactions will be considered "on the basis of" material nonpublic information if the person engaged in the transaction was aware of the material nonpublic information at the time of the transaction. It is not a defense that the person did not "use" the information for purposes of the transaction.

Disclosing material nonpublic information directly or indirectly to others who then trade based on that information or making recommendations or expressing opinions as to transactions in securities while aware of material nonpublic information (which is sometime referred to as "tipping") is also illegal. Both the person who provides the information, recommendation or opinion and the person who trades based on it may be liable.

These illegal activities are commonly referred to as "insider trading." State securities laws and securities laws of other jurisdictions also impose restrictions on insider trading.

In addition, a company, as well as individual directors, officers and other supervisory personnel, may be subject to liability as "controlling persons" for failure to take appropriate steps to prevent insider trading by those under their supervision, influence or control.

Detection and prosecution of insider trading

The U.S. Securities and Exchange Commission (the "SEC"), the Financial Industry Regulatory Authority and other authorities use sophisticated electronic surveillance techniques to investigate and detect insider trading, and the SEC and the U.S. Department of Justice pursue insider trading violations vigorously. Cases involving trading through foreign accounts, trading by family members and friends and trading involving only a small number of shares have been successfully prosecuted.

Penalties for violation of insider trading laws and this Policy

Civil and criminal penalties. As of the effective date of this Policy, potential penalties for

insider trading violations under U.S. federal securities laws include:

- damages in a private lawsuit;
- disgorging any profits made or losses avoided;
- imprisonment;
- substantial criminal fines;
- substantial civil fines based on the profit gained or loss avoided (up to three times of the profits earned or losses avoided);
- a bar against serving as an officer or director of a public company; and
- an injunction against future violations.

Civil and criminal penalties also apply to tipping. The SEC has imposed large penalties in tipping cases even when the disclosing person did not trade or gain any benefit from another person's trading.

Controlling person liability. As of the effective date of this Policy, the penalty for "controlling person" liability includes civil fines, as well as potential criminal fines and imprisonment.

Company disciplinary actions. If the Company has a reasonable basis to conclude that an employee, officer, director, consultant or contractor has failed to comply with this Policy, such person may be subject to disciplinary action by the Company, up to and including dismissal for cause if the person is an employee or officer, or subject to termination of services if the person is a director, consultant or contractor, regardless of whether or not failure to comply with this Policy results in a violation of law. It is not necessary for the Company to wait for the filing or conclusion of any civil or criminal action against an alleged violator before taking disciplinary action. In addition, the Company may give stop transfer and other instructions to the Company's transfer agent to enforce compliance with this Policy.

Compliance Officer

Please direct any questions or requests as to any of the matters discussed in this Policy to the chief financial officer of the Company and/or another officer as may be designated from time to time by the chief financial officer ("Compliance Officer"). The Compliance Officer is generally responsible for the administration of this Policy. The Compliance Officer may select others to assist with the execution of his or her duties.

Reporting violations

It is your responsibility to help enforce this Policy. You should be alert to possible violations and should promptly report violations or suspected violations of this Policy.

You may report suspected violations of this Policy as follows:

1. Via email toichorinsidertrading@ichorsystems.com; or
2. Via regular mail to the Compliance Officer at the Company's principal executive

offices located at 3185 Laurelview Ct., Fremont, California 94538.

Permitted reports to the Compliance Officer may be made anonymously or by identifying oneself. Because it may be more difficult to thoroughly investigate reports that are made anonymously, you are encouraged to share your identity when reporting rather than reporting anonymously. If you make an anonymous report, please provide as much detail as possible, including any evidence that you believe may be relevant to the issue. All reports, whether identified or anonymous, will be treated confidentially to the extent consistent with applicable law.

Personal responsibility

The ultimate responsibility for complying with this Policy and applicable laws and regulations rests with you. Any action on the part of the Company, the Compliance Officer or any other employee or director pursuant to this Policy (or otherwise) does not in any way constitute legal advice or insulate an individual from liability under applicable securities laws. You should use your best judgment at all times and consult with your personal legal and financial advisors, as needed. We advise you to seek assistance if you have any questions at all. The rules relating to insider trading can be complex, and a violation of insider trading laws can carry severe consequences.

PERSONS AND TRANSACTIONS SUBJECT TO THIS POLICY

Persons subject to this Policy

This Policy applies to all directors, officers, employees and agents (such as consultants and independent contractors) of the Company. This Policy also applies to any entities that you influence or control, including any corporations, partnerships or trusts. Further, this policy applies, and applicable insider trading laws may apply, to members of the Company's directors', officers', employees' and agents' immediate family, persons with whom they share a household, persons that are their economic dependents and any other family members with whom they do not share a household but whose transactions in securities they influence, direct or control (collectively, "related parties"). You are responsible to ensure that your related parties comply with the applicable provisions of this Policy. This Policy does not, however, apply to personal securities transactions of related parties where the purchase or sale decision is made by a third party not controlled by, influenced by or related to you or your related parties.

Types of transactions covered by this Policy

Except as discussed in the section entitled "Limited Exceptions," this Policy applies to *all* transactions *involving* the securities of the Company or the securities of other companies as to which you possess material nonpublic information obtained in the course of your service with the Company. This Policy therefore applies to transactions in the Company's securities, including of the Company's common stock, options to purchase common stock or any other types of securities that the Company may issue, including (but not limited to), warrants, preferred shares, debt securities (such as debentures, bonds and notes) and other securities of the Company. This Policy also applies to any arrangements that affect economic exposure to changes in the prices of these

securities. These arrangements may include, among other things, transactions in derivative securities (such as exchange-traded put or call options or swaps relating to securities of the Company), hedging transactions, short sales and certain decisions with respect to participation in benefit plans. Transactions subject to this Policy include purchases and sales of Company securities as well as bona fide gifts of Company securities to persons and entities who are not covered by this Policy. This Policy also applies to any offers with respect to the transactions discussed above. You should note that there are no exceptions from insider trading laws or this Policy based on the size of the transaction.

Responsibilities regarding the nonpublic information of other companies

This Policy prohibits the unauthorized disclosure or other misuse of any nonpublic information of other companies, such as the Company's distributors, vendors, customers, collaborators, suppliers and competitors. This Policy also prohibits insider trading and tipping based on the material nonpublic information of such other companies.

Applicability of this Policy after your departure

You are expected to comply with this Policy until such time as you are no longer affiliated with the Company *and* you no longer possess any material nonpublic information subject to this Policy. In addition, if you are listed on Schedule I attached hereto and subject to a trading blackout under this Policy at the time you cease to be affiliated with the Company, you are expected to abide by the applicable trading restrictions until at least the end of the relevant blackout period.

No exceptions based on personal circumstances

There may be instances where you suffer financial harm or other hardship or are otherwise required to forego a planned transaction because of the restrictions imposed by this Policy. Personal financial emergency or other personal circumstances are not mitigating factors under securities laws and will not excuse a failure to comply with this Policy.

COMPLIANCE WITH SECTION 16 OF THE SECURITIES EXCHANGE ACT

Obligations under Section 16

Section 16 of the Securities Exchange Act, and the related rules and regulations, set forth (i) beneficial ownership reporting obligations, (ii) limitations on "short-swing" transactions and (iii) limitations on short sales and other transactions applicable to directors, officers, large shareholders and certain other persons.

The Board of Directors regularly affirms that certain executive officers are required to comply with Section 16 of the Securities Exchange Act, and the related rules and regulations, because of their positions with the Company.

Notification requirements to facilitate Section 16 reporting

To facilitate timely reporting of transactions pursuant to Section 16 requirements, each person subject to Section 16 reporting requirements must provide, or must ensure that his or her

broker provides, the Company with detailed information (*e.g.,* trade date, number of shares, exact price, *etc.*) regarding his or her transactions involving the Company's securities, including gifts, transfers, pledges and transactions pursuant to a trading plan, both prior to (to confirm compliance with pre-clearance procedures, if applicable) and promptly following execution.

Specific Obligations under Section 16(b)

Section 16(b) of the Exchange Act ("Section 16") prohibits Company directors, certain executive officers as designated by the Board of Directors from time to time ("Section 16 Officers"), and greater than 10% shareholders (all such directors, Section 16 Officers and greater than 10% shareholders referred to herein as "Insiders"), from profiting on direct or indirect short-term trading in Company securities.

Section 16(a) Reporting: To provide plaintiffs with the information necessary to pursue recoveries and enforce Section 16(b), Section 16(a) requires Insiders to file beneficial ownership reports on Form 4 within two business days of any transactions in Company securities, including the giving or receiving of gifts of Company securities. The SEC actively enforces this deadline so it is very important that you promptly notify the Company of any transactions in order to enable timely compliance.

Section 16(b) Liability: Section 16(b) provides the Company with the right to recover any "profit" received by an Insider in connection with a purchase and sale (or sale and purchase) within a six-month window (generally referred to as 'short swing trading'). To calculate such profit, the lowest price purchase of Company securities (including any derivatives thereon) is "matched" against the highest price sale of Company securities within the prior or succeeding six months, on a share-by-share basis. Actual economic profit is irrelevant to 16(b) claims.

Section 16(a) and 16(b) Exemptions: Certain transactions are exempt from reporting and/or matching under Section 16. Most commonly relied on is Rule 16b-3 which exempts transactions directly with the Company that were pre-approved by the Board of Directors, such as awards issued under equity compensation plans or arrangements. It is important to note that transactions effected by Insiders pursuant to Rule 10b5-1 trading plans are not exempt and are both reportable and matchable under Section 16.

Section 16(b) Short-Swing Enforcement: The Compliance Officer monitors for potential short-swing violations through the mandated trade pre-clearance process for the individuals identified in Schedule II.

- Disgorgement procedure**.** If a short-swing profit is identified, the Compliance Officer will notify the Insider, who must remit the profit to the Company within 30 days of notice. Non-payment will be escalated to the Audit Committee.

- Plaintiff Claims**.** Section 16(b) is enforced by an aggressive and highly effective private plaintiffs' bar that monitors Section 16(a) filings and any other source of publicly available information and will promptly notify the Company of potential 16(b) liability and expect a portion of the 'profit' recovered by the Company. If the Company does not pursue the claim within 60 days after written demand, the

plaintiff has 2 years after the 'profit' was realized to file suit against the Insider and the Company.

Personal responsibility

Although the Company may assist Insiders with their Section 16(a) reporting, the obligation to file Section 16 reports and potential liability for short swing trading is personal. As such, the Company is not responsible for the failure to comply with Section 16(a) reporting requirements, however, such failures are required to be disclosed in the Company's annual proxy statement to shareholders.

MATERIAL NONPUBLIC INFORMATION

"Material" information

Information is considered "material" if there is a substantial likelihood that a reasonable investor would consider it important in deciding whether to buy, hold or sell securities or would view the information as significantly altering the total mix of information in the marketplace about the issuer of the security. Any information that could be expected to affect the market price of a security, whether positive or negative, is likely to be material. There is no bright-line standard for assessing materiality; rather, materiality is based on an assessment of all of the facts and circumstances, and is often evaluated by enforcement authorities with the benefit of hindsight.

It is not possible to define all categories of "material" information. However, some examples of information that could be regarded as material include information with respect to:

- Financial results, financial condition, earnings pre-announcements, guidance, projections or forecasts, particularly if inconsistent with the Company's guidance or the expectations of the investment community;
- Restatements of financial results, or material impairments, write-offs or restructurings;
- Changes in independent auditors, or notification that the Company may no longer rely on an audit report;
- Business plans or budgets;
- Creation of significant financial obligations, or any significant default under or acceleration of any financial obligation;
- Impending bankruptcy or financial liquidity problems;
- Significant developments involving business relationships, including execution, modification or termination of significant agreements or orders with customers, suppliers, distributors, manufacturers or other business partners;
- Product and service introductions, modifications, issues or significant pricing changes, or cost structure or other product or service announcements of a significant nature;
- A significant cybersecurity incident;

- Major marketing changes;
- Significant developments in research and development or relating to intellectual property;
- Significant legal or regulatory developments, whether actual or threatened;
- Major events involving the Company's securities, including calls of securities for redemption, adoption of share repurchase programs, option repricings, share splits, changes in dividend policies, public or private securities offerings, modification to the rights of security holders or notice of delisting;
- Significant corporate events, such as a pending or proposed merger, joint venture or tender offer, a significant investment, significant related party transactions, the acquisition or disposition of a significant business or asset or a change in control of the company;
- The existence of a special blackout period in the Company's securities or the securities of another company; and
- Major personnel changes, such as changes in senior management or lay-offs.

If you have any questions as to whether information should be considered "material," you should consult with the Compliance Officer. In general, it is advisable to resolve any close questions as to the materiality of any information by assuming that the information is material.

"Nonpublic" information

Information is considered nonpublic if the information has not been broadly disseminated to the public for a sufficient period to be reflected in the price of the security. As a general rule, information should be considered nonpublic until at least ***two full trading days*** have elapsed after the information is broadly distributed to the public in a press release, a public filing with the SEC, a pre-announced public webcast or another broad, non-exclusionary form of public communication. However, depending upon the form of the announcement and the nature of the information, it is possible that information may not be fully absorbed by the marketplace until a later time. Any questions as to whether information is nonpublic should be directed to the Compliance Officer.

The term "trading day" means a day on which U.S. national stock exchanges are open for trading. A "full" trading day has elapsed when, after the public disclosure, trading in the relevant security has opened and then closed. If, for example, the Company were to make an announcement on a Monday, you should not trade in securities of the Company until Thursday.

POLICIES REGARDING MATERIAL NONPUBLIC INFORMATION

Confidentiality of nonpublic information

The unauthorized use or disclosure of nonpublic information relating to the Company or other companies is prohibited. All nonpublic information you acquire in the course of your service with the Company may only be used for legitimate Company business purposes. In addition,

nonpublic information of others should be handled in accordance with the terms of any relevant nondisclosure agreements, and the use of any such nonpublic information should be limited to the purpose for which it was disclosed.

You must use all reasonable efforts to safeguard nonpublic information in the Company's possession. You may not disclose nonpublic information about the Company or any other company, unless required by law, or unless (i) disclosure is required for legitimate Company business purposes, (ii) you are authorized to disclose the information and (iii) appropriate steps have been taken to prevent misuse of that information (including entering an appropriate nondisclosure agreement that restricts the disclosure and use of the information, if applicable). This restriction also applies to internal communications within the Company and to communications with agents of the Company. In cases where disclosing nonpublic information to third parties is required, you should coordinate with the Compliance Officer.

No trading on material nonpublic information

Except as discussed in the section entitled "Limited Exceptions", you may not, directly or indirectly through others, engage in any transaction involving the Company's securities *while aware of* material nonpublic information relating to the Company. It is not an excuse that you did not "use" the information in your transaction.

Similarly, you may not engage in transactions involving the securities of any other company if you are aware of material nonpublic information about that company (except to the extent the transactions are analogous to those presented in the section entitled "Limited Exceptions"). For example, you may be involved in a proposed transaction involving a prospective business relationship or transaction with another company. If information about that transaction constitutes material nonpublic information for that other company, you would be prohibited from engaging in transactions involving the securities of that other company (as well as transactions involving Company securities, if that information is material to the Company). It is important to note that "materiality" is different for different companies. Information that is not material to the Company may be material to another company.

No disclosing material nonpublic information for the benefit of others

You may not disclose material nonpublic information concerning the Company or any other company to friends, family members or any other person or entity not authorized to receive such information where such person or entity may benefit by trading on the basis of such information. In addition, you may not make recommendations or express opinions on the basis of material nonpublic information as to trading in the securities of companies to which such information relates. You are prohibited from engaging in these actions whether or not you derive any profit or personal benefit from doing so. This prohibition against disclosure of material nonpublic information includes disclosure (even anonymous disclosure) via the internet, blogs, social media, investor forums or chat rooms.

Obligation to disclose material nonpublic information to the Company

You may not enter into any transaction, including those discussed in the section entitled

"Limited Exceptions", unless you have disclosed any material nonpublic information that you become aware of in the course of your service with the Company, and that senior management is not aware of, to the Compliance Officer. If you are a member of senior management, the information must be disclosed to the Chief Executive Officer, and if you are the Chief Executive Officer or a director, you must disclose the information to the Board of Directors of the Company, before any transaction is permissible.

Responding to outside inquiries for information

In the event you receive an inquiry from someone outside of the Company, such as a stock analyst, for information, you should refer the inquiry to the Chief Financial Officer. The Company is required under Regulation FD (Fair Disclosure) of the U.S. federal securities laws to avoid the selective disclosure of material nonpublic information. In general, the regulation provides that when a public company discloses material nonpublic information, it must provide broad, non- exclusionary access to the information. Violations of this regulation can subject the company to SEC enforcement actions, which may result in injunctions and severe monetary penalties. The Company has established procedures for releasing material information in a manner that is designed to achieve broad public dissemination of the information immediately upon its release in compliance with applicable law.

TRADING BLACKOUT PERIODS

To limit the likelihood of trading at times when there is a significant risk of insider trading exposure, the Company has instituted quarterly trading blackout periods and may institute special trading blackout periods from time to time. The Company may shorten, suspend, extend or terminate any blackout period at such time and for such duration as it deems appropriate given the relevant circumstances. Any persons affected by such a modification will be notified accordingly.

It is important to note that whether or not you are subject to blackout periods, you remain subject to the prohibitions on trading on the basis of material nonpublic information and any other applicable restrictions in this Policy.

Quarterly blackout periods

Except as discussed in the section entitled "Limited Exceptions", the individuals listed on Schedule I and related parties (as defined above) of such individuals ("Covered Persons") must refrain from conducting transactions involving the Company's securities during quarterly blackout periods. Even if you are not a Covered Person, you should exercise caution when engaging in transactions during quarterly blackout periods because of the heightened risk of insider trading exposure.

Quarterly blackout periods begin three (3) weeks prior to the end of each fiscal quarter and end upon the completion of the second (2nd) full trading day following the public disclosure of the financial results for that fiscal quarter. This period is a particularly sensitive time for transactions involving the Company's securities from the perspective of compliance with applicable securities laws due to the fact that, during this period, individuals may often possess or have access to material nonpublic information relevant to the expected financial results for the quarter.

From time to time, the Company may identify other persons who should be subject to quarterly blackout periods, and the Compliance Officer may update and revise Schedule I as appropriate.

Special blackout periods

From time to time, the Company may also prohibit Covered Persons from engaging in transactions involving the Company's securities when, in the judgment of the Compliance Officer, a trading blackout is warranted. The Company will generally impose special blackout periods when there are material developments known to the Company that have not yet been disclosed to the public. For example, the Company may impose a special blackout period in anticipation of announcing interim earnings guidance or a significant transaction or business development. However, special blackout periods may be declared for any reason.

The Company will notify those Covered Persons subject to a special blackout period, without having to disclose the reason for the restriction. Each person who has been so identified and notified by the Company may not engage in any transaction involving the Company's securities until instructed otherwise by the Compliance Officer, and should not disclose to others the fact of such suspension of trading. Even if the Company has not designated you as a person who should not trade due to an event-specific restriction, you should not trade while aware of material nonpublic information.

No "safe harbors"

There are no unconditional "safe harbors" for trades made at particular times, and all persons subject to this Policy should exercise good judgment at all times. Even when a quarterly blackout period is not in effect, you may be prohibited from engaging in transactions involving the Company's securities because you possess material nonpublic information, are subject to a special blackout period or are otherwise restricted under this Policy.

PRE-CLEARANCE OF TRADES

Except as discussed in the section entitled "Limited Exceptions", the persons identified in Schedule II may not engage in any transaction involving the Company's securities without first obtaining pre-clearance of the transaction from the Compliance Officer. The Compliance Officer may not engage in a transaction involving the Company's securities unless the Chief Executive Officer has pre-cleared the transaction.

A request for pre-clearance on the form attached to this Policy as Appendix A should be submitted to the Compliance Officer at least two business days in advance of the proposed transaction. The Compliance Officer is under no obligation to approve a transaction submitted for pre-clearance and may determine not to permit the transaction if there is an insider trading risk or other legal restriction on trading the Company's securities. If a person seeks pre-clearance and permission to engage in the transaction is denied, then he or she should refrain from initiating any transaction in Company securities and should not inform any other person of the restriction.

If a person seeks pre-clearance and permission to engage in the transaction is granted, then such trade must be effected within three business days of receipt of pre-clearance unless an exception is granted. Such person must promptly notify the Compliance Officer following the completion of the transaction. A person who has not effected a transaction within the time limit may not engage in such transaction without again obtaining pre-clearance of the transaction from the Compliance Officer.

These pre-clearance procedures are intended to decrease insider trading risks associated with transactions by individuals with regular or special access to material nonpublic information. In addition, requiring pre-clearance of transactions by directors and officers facilitates compliance with Rule 144 resale restrictions under the Securities Act of 1933, as amended and the liability and reporting provisions of Section 16 under the Securities Exchange Act of 1934, as amended (the "Securities Exchange Act"). Pre-clearance of a trade, however, is not a defense to a claim of insider trading and does not excuse you from otherwise complying with insider trading laws or this Policy. Further, pre-clearance of a transaction does not constitute an affirmation by the Company or the Compliance Officer that you are not in possession of material nonpublic information.

ADDITIONAL RESTRICTIONS AND GUIDANCE

This section addresses certain types of transactions that may expose you and the Company to significant risks. You should understand that, even though a transaction may not be expressly prohibited by this section, you are responsible for ensuring that the transaction otherwise complies with other provisions in this Policy that may apply to the transaction, such as the general prohibition against insider trading as well as pre-clearance procedures and blackout periods, to the extent applicable.

Short sales

Short sales (*i.e.,* the sale of a security that must be borrowed to make delivery) and "selling short against the box" (*i.e.,* a sale with a delayed delivery) with respect to Company securities are prohibited under this Policy. Short sales may signal to the market possible bad news about the Company or a general lack of confidence in the Company's prospects, and an expectation that the value of the Company's securities will decline. In addition, short sales are effectively a bet against the Company's success and may reduce the seller's incentive to improve the Company's performance. Short sales may also create a suspicion that the seller is engaged in insider trading. In addition, Section 16(c) of the Exchange Act prohibits officers and directors from engaging in short sales.

Derivative securities and hedging transactions

You are prohibited from engaging in transactions in publicly-traded options, such as puts and calls, and other derivative securities with respect to the Company's securities. This prohibition extends to any hedging or similar transaction designed to decrease the risks associated with holding Company securities, including, but not limited to, through the use of financial instruments such as prepaid variable forwards, equity swaps, collars and exchange funds. Stock options, stock appreciation rights and other securities issued pursuant to Company benefit plans or other compensatory arrangements with the Company are also subject to this prohibition; *provided*,

however, as described in the "Limited Exceptions" section of this Policy, you are not prohibited from exercising any stock options issued under any of the Company's benefit plans or other compensatory arrangements in accordance with the terms of such plans or arrangements.

Such hedging transactions would permit a director, officer, employee or agent to continue to own Company securities obtained through employee benefit plans or otherwise, but without the full risks and rewards of ownership. When that occurs, the director, officer, employee or agent may no longer have the same objectives as the Company's other shareholders. Therefore, the Company prohibits you from engaging in any such hedging or similar transactions.

Placing open orders with brokers

Except in accordance with an approved trading plan (as discussed below), you should exercise caution when placing open orders, such as limit orders or stop orders, with brokers, particularly where the order is likely to remain outstanding for an extended period of time. Open orders may result in the execution of a trade at a time when you are aware of material nonpublic information or otherwise are not permitted to trade in Company securities, which may result in inadvertent insider trading violations and Section 16 violations (for officers and directors), violations of this Policy and unfavorable publicity for you and the Company. If you are subject to blackout periods or pre-clearance requirements, you should so inform any broker with whom you place any open order at the time it is placed.

Margin accounts and pledged securities

Securities held in a margin account as collateral for a margin loan may be sold by the broker without the customer's consent if the customer fails to meet a margin call. Similarly, securities pledged (or hypothecated) as collateral for a loan may be sold in foreclosure if the borrower defaults on the loan. Because a margin sale or foreclosure sale may occur at a time when the pledgor is aware of material nonpublic information or otherwise is not permitted to trade in Company securities, directors, officers and other employees are prohibited from holding Company securities in a margin account or otherwise pledging Company securities as collateral for a loan.

Short Term Trading

Short-term trading of Company securities may be distracting to the person and may unduly focus the person on the Company's short-term stock market performance instead of the Company's long-term business objectives. For these reasons, any director, officer or other employee of the Company who purchases Company securities in the open market may not sell any Company securities of the same class during the three (3) months following the purchase (or vice versa) unless approved by the Compliance Officer. Notwithstanding the foregoing, directors, officers and other employees are expressly permitted to sell Company securities acquired upon the exercise or conversion of equity awards granted under the Company's equity incentive plans.

LIMITED EXCEPTIONS

The following are certain limited exceptions to the restrictions imposed by the Company under this Policy. Please be aware that even if a transaction is subject to an exception to this

Policy, you will need to separately assess whether the transaction complies with applicable law. For example, even if a transaction is indicated as exempt from this Policy, you may need to comply with the "short-swing" trading restrictions under Section 16 of the Exchange Act, to the extent applicable. You are responsible for complying with applicable law at all times.

Transactions pursuant to an approved 10b5-1 trading plan

Covered Persons may frequently be in possession of material nonpublic information and thus effectively be prevented from most types of trading. In such cases, the Company, in its sole discretion may authorize in the future the use of Rule 10b5-1 plans. Such plans must (i) meet the requirements set forth in Rule 10b5-1 of the Securities Exchange Act; (ii) be entered into when you were not aware of material non-public information and not during a blackout period; and (iii) be approved in advance by the Compliance Officer.

Rule 10b5-1 under the Exchange Act provides an affirmative defense to insider trading liability by allowing persons subject to this Policy to adopt a plan for engaging in transactions in Company securities in compliance with Rule 10b5-1 (a "Rule 10b5-1 Plan"). If the Rule 10b5-1 Plan complies with Rule 10b5-1, persons adopting such plan may engage in transactions in Company securities without application of certain restrictions in this Policy.

The adoption, modification or early termination of all Rule 10b5-1 Plans must be approved by the Compliance Officer, and all such Rule 10b5-1 Plans must meet the requirements of Rule 10b5-1. Any Rule 10b5-1 Plan must be submitted for approval three (3) business days before entering into such Rule 10b5-1 Plan, and any modifications or terminations to such Rule 10b5-1 Plans must be submitted for approval at least three (3) business days prior to such modification or termination. The Compliance Officer maintains discretion to increase the amount of time to approve beyond three (3) business days, respectively, in its sole discretion. The Compliance Officer retains the discretion to reject any proposed Rule 10b5-1 Plan submitted for pre-clearance. No further pre-approval of transactions conducted pursuant to the Rule 10b5-1 Plan will be required once such Rule 10b5-1 Plan has been approved.

Modifications of Rule 10b5-1 Plans may be made only (i) when the person entering into or modifying the plan is not aware of material nonpublic information about the Company or Company securities and (ii) in the case of Covered Persons, outside of a blackout period. Once a Rule 10b5-1 Plan is adopted, the person must not have discretion regarding the amount of securities to be traded, the price at which they are to be traded or the date of the trade. The Rule 10b5-1 Plan must either specify the amount, pricing and timing of transactions in advance (including by use of a formula) or delegate discretion on these matters to an independent third party in accordance with the requirements of Rule 10b5-1.

Adopted or modified Rule 10b5-1 Plans are subject to a "cooling-off" period before transactions may be engaged in under the plan. The "cooling-off" period for directors and officers subject to Section 16 ends on the later of: (1) 90 days following the Rule 10b5-1 Plan adoption or modification or (2) two business days following the disclosure in Form 10-Q or Form 10-K of the Company's financial results for the fiscal quarter in which the Rule 10b5-1 Plan was adopted or modified (however, the cooling-off period will not exceed 120 days following plan adoption or modification). For all other individuals, a 30-day cooling-off period is required.

Overlapping Rule 10b5-1 Plans are not permitted (subject to certain exceptions) and only one Rule 10b5-1 Plan may be adopted during any 12-month period (subject to certain exceptions). All Rule 10b5-1 Plans for persons subject to Section 16 must certify that: (i) they are not aware of any material nonpublic information; and (ii) the Rule 10b5-1 Plan is being adopted in good faith and not as part of a plan or scheme to evade the prohibitions in Rule 10b-5.

All persons adopting a Rule 10b5-1 Plan must act in good faith with respect to that plan.

Receipt and vesting of stock options, restricted share units, restricted shares and stock appreciation rights

The trading restrictions under this Policy do not apply to the grant or award to you of stock options, restricted share units, restricted shares or stock appreciation rights by the Company. The trading restrictions under this Policy also do not apply to the vesting, cancellation or forfeiture of stock options, restricted share units, restricted shares or stock appreciation rights in accordance with applicable plans and agreements. However, the trading restrictions do apply to any subsequent sales of any such securities.

Exercise of stock options for cash

The trading restrictions under this Policy do not apply to the exercise of stock options for cash under the Company's stock option plans. Likewise, the trading restrictions under this Policy do not apply to the exercise of stock options in a stock-for-stock exercise with the Company or an election to have the Company withhold securities to cover tax obligations in connection with an option exercise. However, the trading restrictions under this Policy do apply to (i) the sale of any securities issued upon the exercise of a stock option, (ii) a cashless exercise of a stock option through a broker, since this involves selling a portion of the underlying shares to cover the costs of exercise, and (iii) any other market sale for the purpose of generating the cash needed to pay the exercise price of an option.

Purchases from the Employee Stock Purchase Plan

The trading restrictions in this Policy will not apply to purchases of Company securities resulting from your periodic or lump sum contribution of money to the 2017 Employee Stock Purchase Plan, any employee stock purchase plan adopted in the future. However, the trading restrictions will apply to your initial election to participate in such plan, changes to your election to participate in such plan for any enrollment period any subsequent sales of any securities purchased pursuant to such plan.

Stock splits, stock dividends and similar transactions

The trading restrictions under this Policy do not apply to a change in the number of securities held as a result of a stock split or stock dividend applying equally to all securities of a class, or similar transactions.

Bona fide gifts and inheritance

Bona fide gifts of securities of the Company are not transactions subject to this Policy, unless the person making the gift knows or is reckless in not knowing that the recipient intends to sell such securities while the person making the gift is aware of material nonpublic information.

Change in form of ownership

Transactions that involve merely a change in the form in which you own securities are permissible. For example, you may transfer shares to an *inter vivos* trust of which you are the sole beneficiary during your lifetime.

Other exceptions

Any other exception from this Policy must be approved by the Board of Directors.

ADDITIONAL INFORMATION

Delivery of Policy

This Policy will be delivered to all directors, officers, employees and agents of the Company when they commence service with the Company. In addition, this Policy (or a summary of this Policy) will be circulated periodically. Each director, officer, employee and agent of the Company is required to acknowledge that he or she understands this Policy.

Amendments

We are committed to continuously reviewing and updating our policies and procedures. The Company therefore reserves the right to amend, alter or terminate this Policy at any time and for any reason, subject to applicable law. A current copy of the Company's policies regarding insider trading may be obtained by contacting the Compliance Officer.

* * *

The policies in this Insider Trading Policy do not constitute a complete list of Company policies or a complete list of the types of conduct that can result in discipline, up to and including discharge.

Exhibit 19.1

SCHEDULE I

INDIVIDUALS SUBJECT TO QUARTERLY BLACKOUT PERIODS[1]

Board Members
Executive Officers
Administrative Personnel that report directly to Executive Officers
Designated Finance and Accounting Personnel Designated Human Resources Personnel
Designated IT Personnel
Designated Marketing Designated Operations Personnel Designated Sales
Personnel

[1] Individuals will be designated by the Compliance Officer.

SCHEDULE II

INDIVIDUALS SUBJECT TO PRE-CLEARANCE REQUIREMENTS[2]

Board Members
Section 16 Officers
Vice Presidents and above that report directly to the Chief Executive Officer

FORM OF ACKNOWLEDGEMENT OF INSIDER TRADING POLICY

I have received and read the Ichor Holdings, Ltd. Insider Trading Policy. I understand the standards and policies contained in the Policy and understand that there may be additional policies or laws specific to my position with Ichor Holdings, Ltd. I agree to comply with the Policy.

If I have questions concerning the meaning or application of the Policy, any other Ichor Holdings, Ltd. policies or procedures, or the legal and regulatory requirements applicable to my position with, or services to, Ichor Holdings, Ltd., I know that I can consult with the Company's Compliance Officer, knowing that my questions will be maintained in confidence, consistent with applicable law.

Print Name

Signature

Date

Please sign and return this form to the Human Resources Department via email at ichorinsidertrading@ichorsystems.com.

[2] Individuals designated on this schedule are subject to change at the direction of the Compliance Officer.

Exhibit 19.1

Appendix A

INSIDER TRADING COMPLIANCE CLEARANCE

To: Ichor Systems

Pursuant to the Ichor Systems *Insider Trading Policy*, I am requesting pre-clearance for the following proposed transactions in securities of the Company:

Type and Amount of Security Purchase or Sale:

Security Type	Checkbox	# of Shares	Purchase	Sell
RSU	☐		☐	☐
Option	☐		☐	☐
ESPP	☐		☐	☐
Shares	☐		☐	☐

I understand this pre-clearance is **effective until the earliest of three (3) business days from the date of the pre-clearance or such earlier date as may be specified by the Compliance Officer**. Pre-clearance may be rescinded prior to my effecting the above transaction if I become in possession of material nonpublic information regarding the Company and, in the reasonable judgment of the Company, the completion of my trade would be inadvisable. I also understand that the ultimate responsibility for compliance with our *Insider Trading Policy* and federal securities law's rests with me, and that clearance of any proposed transaction should not be construed as a guarantee that I will not later be found to have been in possession of material nonpublic information.

Requested By:	Compliance Officer Approval:
Signature:	Signature:
Print Name:	Print Name:
Date:	Date:

If approved, signed authorization will be returned to you via email.

Exhibit 21.1

Name of Subsidiary	Jurisdiction of Incorporation, Organization, or Formation
Ichor Intermediate Holdings, Ltd.	Cayman Islands
Icicle Acquisition Holding Co-op	Netherlands
Icicle Acquisition Holding B.V.	Netherlands
Ichor Holdings Ltd.	Scotland
Ichor Systems Ltd.	Scotland
Ichor Holdings, LLC	Delaware
Ichor Systems, Inc.	Delaware
IMG Companies, LLC	Delaware
IMG, LLC	Delaware
IMG Altair, LLC	Delaware
IMG INTA, LLC	Delaware
IMG Larkin, LLC	Delaware
Applied Fusion, LLC	Delaware
Ichor Systems Korea Ltd.	Korea
Ichor Systems Malaysia Sdn Bhd	Malaysia
Ichor Systems Singapore, PTE Ltd.	Singapore

Exhibit 23.1



KPMG LLP
Suite 3800
1300 South West Fifth Avenue
Portland, OR 97201

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statements (No. 333-215984, No. 333-219846, and No. 333-287267) on Form S-8 and (No. 333-240294 and No. 333-273825) on Form S-3 of our reports dated February 20, 2026, with respect to the consolidated financial statements of Ichor Holdings, Ltd. and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP

Portland, Oregon
February 20, 2026

Exhibit 31.1

CEO CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Philip Barros, certify that:

1. I have reviewed this annual report on Form 10-K for the year ended December 26, 2025 of Ichor Holdings, Ltd.;

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(s) 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(s) 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: February 20, 2026

By: /s/ Philip Barros
Philip Barros
Chief Executive Officer

Exhibit 31.2

CFO CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Greg Swyt, certify that:

1. I have reviewed this annual report on Form 10-K for the year ended December 26, 2025 of Ichor Holdings, Ltd.;

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(s) 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(s) 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: February 20, 2026

By: /s/ Greg Swyt
Greg Swyt
Chief Financial Officer

Exhibit 32.1

CEO CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Ichor Holdings, Ltd. (the "Company") on Form 10-K for the year ended December 26, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, to my knowledge, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: February 20, 2026

By: /s/ Philip Barros
Philip Barros
Chief Executive Officer

Exhibit 32.2

CFO CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Ichor Holdings, Ltd. (the "Company") on Form 10-K for the year ended December 26, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, to my knowledge, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: February 20, 2026

By: /s/ Greg Swyt
Greg Swyt
Chief Financial Officer