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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): April 12, 2019

Versum Materials, Inc.
(Exact name of registrant as specified in its charter)

Delaware	1-37664	47-5632014
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

8555 South River Parkway, Tempe, Arizona	85284
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (602) 282-1000

Not Applicable
Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☒ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

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. ☐

Item 1.01. Entry Into a Material Definitive Agreement.

On April 12, 2019, Versum Materials, Inc. (the "Company") entered into an Agreement and Plan of Merger (the "Merger Agreement") with Merck KGaA, Darmstadt, Germany, a German corporation with general partners ("Parent"), and EMD Performance Materials Holding, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub").

The Merger Agreement provides that, among other things and subject to the terms and conditions of the Merger Agreement, (1) Merger Sub will merge with and into the Company (the "Merger"), with the Company surviving and continuing as the surviving corporation in the Merger and a wholly-owned subsidiary of Parent, and, (2) at the effective time of the Merger (the "Effective Time"), each outstanding share of common stock of the Company (other than shares (i) owned by the Company, Parent, Merger Sub or any other direct or indirect wholly-owned subsidiary of Parent, and in each case excluding any such shares owned by a benefit plan of the Company or held on behalf of third parties, and (ii) shares owned by stockholders who have not voted in favor of the Merger and have demanded, perfected and not withdrawn or lost the right to demand, appraisal rights pursuant to Section 262 of the General Corporation Law of the State of Delaware) will be converted into the right to receive $53.00 per share in cash, without interest (the "Merger Consideration").

The executive board of Parent and the board of directors of each of the Company and Merger Sub have unanimously approved the Merger Agreement and the transactions contemplated thereby.

Treatment of Equity Awards

Pursuant to the Merger Agreement, at the Effective Time, (1) each outstanding stock option of the Company will fully vest and cancel and convert into the right to receive an amount in cash equal to the excess, if any, of the Merger Consideration over such stock option's exercise price, on the terms set forth in the Merger Agreement (with outstanding stock options whose exercise price is equal to or greater than the Merger Consideration cancelled for no consideration or payment), (2) each outstanding restricted stock unit award of the Company will convert into the right to receive a deferred cash payment based on the Merger Consideration, on the terms set forth in the Merger Agreement, (3) each outstanding performance stock unit award of the Company will convert into the right to receive a deferred cash payment based on the Merger Consideration, on the terms set forth in the Merger Agreement and with performance goals applicable to such performance stock unit awards measured based on actual performance through the Effective Time, and (4) each deferred stock unit award of the Company will fully vest and cancel and convert into the right to receive the Merger Consideration.

Conditions to the Merger

The completion of the Merger is subject to the satisfaction or waiver of certain customary mutual closing conditions, including (1) a majority of the outstanding shares of common stock of the Company having approved adoption of the Merger Agreement, (2) the expiration or termination of any applicable waiting periods, and the receipt of approvals, under U.S. and certain foreign antitrust and competition laws, (3) the absence of any governmental order or law that makes consummation of the Merger illegal or otherwise prohibited and (4) clearance by the Committee on Foreign Investment in the United States. The obligation of each party to consummate the Merger is also conditioned upon the other party's representations and warranties being true and correct (subject to certain materiality exceptions) and the other party having performed in all material respects its obligations under the Merger Agreement.

Representations, Warranties and Covenants

The Merger Agreement contains customary representations and warranties of the Company relating to its businesses, financial statements and public filings, in each case generally subject

to customary materiality qualifiers. The Merger Agreement also contains certain representations and warranties of Parent and Merger Sub customary in the context of an all cash acquisition. Additionally, the Merger Agreement provides for customary pre-closing covenants, including covenants of the Company relating to conducting its business in the ordinary course and refraining from taking certain actions without Parent's consent. The Company and Parent also agreed to use their respective reasonable best efforts to cause the Merger to be consummated and to obtain regulatory approvals or expiration or termination of waiting periods, subject to certain exceptions, including that Parent is not required to take any action that would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, operations, financial condition or results of operations of (1) the Company and its subsidiaries, taken as whole from and after the Effective Time, (2) Parent and its subsidiaries (excluding the Company and its subsidiaries), taken as a whole from and after the Effective Time, but assuming a company the size of the Company and its subsidiaries, taken as a whole, or (3) Parent and its subsidiaries (including the Company and its subsidiaries), taken as a whole from and after the Effective Time, but assuming a company twice the size of the Company and its subsidiaries, taken as a whole.

The Merger Agreement provides that, during the period from the date of the Merger Agreement until the Effective Time, the Company will be subject to certain restrictions on its ability to solicit alternative acquisition proposals from third parties, to provide non-public information to third parties and to engage in discussions with third parties regarding alternative acquisition proposals, subject to customary exceptions. The Company is required to call a meeting of its stockholders to vote upon the adoption of the Merger Agreement and, subject to certain exceptions, to recommend that its stockholders vote to adopt the Merger Agreement.

Termination

The Merger Agreement contains termination rights, including, among others, (1) if the consummation of the Merger does not occur on or before April 13, 2020, subject to extension to July 13, 2020 in certain circumstances for the sole purpose of obtaining regulatory clearances and (2) subject to certain conditions, if the Company wishes to terminate the Merger Agreement to enter into a definitive agreement with respect to a Superior Proposal (as such term is defined in the Merger Agreement). Upon termination of the Merger Agreement under specified circumstances, including the termination by Parent in the event of a change of recommendation by the board of directors of the Company or by the Company to enter into an agreement providing for a Superior Proposal (as such term is defined in the Merger Agreement), the Company would be required to pay Parent a termination fee of $235 million. In addition, if the Merger Agreement is terminated because of a failure of the Company's stockholders to adopt the Merger Agreement, the Company may be required to reimburse Parent for its actual transaction expenses in an amount not to exceed $35 million. In no event will Parent be entitled to receive more than one termination fee, net of any expense reimbursement.

The foregoing description of the Merger Agreement and the transactions contemplated thereby in this Current Report on Form 8-K is only a summary and does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is filed as Exhibit 2.1 hereto and incorporated by reference herein.

The Merger Agreement has been included to provide investors with information regarding its terms. It is not intended to provide any other factual information about the Company or Parent. The representations, warranties and covenants contained in the Merger Agreement were made only for purposes of the Merger Agreement as of the specific dates therein, were solely for the benefit of the parties to the Merger Agreement, may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Merger Agreement instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ

from those applicable to investors. Investors are not third-party beneficiaries under the Merger Agreement and should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the parties thereto or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of representations and warranties may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in the Company's or Parent's public disclosures, as applicable.

Item 1.02. Termination of a Material Definitive Agreement.

On April 12, 2019, prior to entering into the Merger Agreement, the Company delivered to Entegris, Inc. ("Entegris") a written notice terminating the previously announced Agreement and Plan of Merger, dated January 27, 2019, by and between the Company and Entegris (the "Entegris Merger Agreement"). In connection with the termination of the Entegris Merger Agreement, the Company paid to Entegris a termination fee of $140 million pursuant to the Entegris Merger Agreement, and the Company's special meeting of stockholders, which was scheduled to be held on April 26, 2019, has been cancelled. A description of the material terms of the Entegris Merger Agreement can be found in the Current Report on Form 8-K filed by the Company on January 29, 2019.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

In connection with the Merger, the Company established a cash-based retention program for the benefit of the Company's and its subsidiaries' employees, including the Company's executive officers. On April 12, 2019, the board of directors of the Company approved retention bonuses in the amount of $1,000,000 for Michael W. Valente and $500,000 for Edward C. Shober under this retention bonus program. These retention bonuses are payable within 60 days following the six-month anniversary of the effective time of the Merger, subject to the executive officer's continued employment through such date, or, if earlier, within 60 days following a qualifying termination of employment, in each case, subject to the executive officer's execution and non-revocation of a general release of claims in favor of the Company and its affiliates. For purposes of the retention bonus agreements, a qualifying termination of employment means a termination of the executive officer's employment by the Company without "cause" or by the executive officer for "good reason" (as such terms are defined in the retention bonus agreements) after the effective time of the Merger but prior to the six-month anniversary thereof. If the effective time of the Merger does not occur on or before a specific date that the Company will determine (or such later date as the Company may decide in its sole discretion), the retention bonus agreements will terminate. On April 12, 2019, the board of directors of the Company also amended the retention bonuses previously granted to Guillermo Novo and George G. Bitto in connection with the transactions contemplated by the Entegris Merger Agreement to provide that such retention bonuses will be payable in connection with the Merger on the same terms and conditions as set forth above.

This description of the retention bonuses is qualified in its entirety by reference to the actual terms of the retention bonus agreement, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 8.01. Other Events.

On April 10, 2019 at 11:59 p.m., the applicable waiting period under the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended, for U.S. antitrust purposes expired in connection with the proposed transaction with Parent.

On April 12, 2019, the Company and Parent issued a joint press release announcing the execution of the Merger Agreement and the termination of the Entegris Merger Agreement. A copy of the joint press release is attached as Exhibit 99.1 hereto and is hereby incorporated by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description of Exhibit
2.1	Agreement and Plan of Merger, dated as of April 12, 2019, by and among Versum Materials, Inc., Merck KGaA and EMD Performance Materials Holding, Inc.†
10.1	Form of Retention Bonus Agreement
99.1	Joint Press Release dated April 12, 2019

† Schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The registrant hereby undertakes to furnish supplementally copies of any of the omitted schedules upon request by the Securities and Exchange Commission.

Cautionary Statement Regarding Forward-Looking Statements

This communication may contain forward-looking statements based on current assumptions and forecasts made by Versum Materials, Inc. ("Versum") management. Various known and unknown risks, uncertainties and other factors could lead to material differences between the actual future results, financial situation, development or performance of the company and the estimates given here. These factors include the following: Merck KGaA, Darmstadt, Germany's ability to successfully complete the proposed acquisition of Versum or realize the anticipated benefits of the proposed transaction in the expected time-frames or at all; Merck KGaA, Darmstadt, Germany's ability to successfully integrate Versum's operations into those of Merck KGaA, Darmstadt, Germany; such integration may be more difficult, time-consuming or costly than expected; the failure to obtain Versum's stockholders' approval of the proposed transaction; the failure of any of the conditions to the proposed transaction to be satisfied; revenues following the proposed transaction may be lower than expected; operating costs, customer loss and business disruption (including, without limitation, difficulties in maintaining relationships with employees, customers, clients or suppliers) may be greater than expected following the proposed transaction; the retention of certain key employees at Versum; risks associated with the disruption of management's attention from ongoing business operations due to the proposed transaction; the outcome of any legal proceedings related to the proposed transaction; the impact of the proposed transaction on Versum's credit rating; the parties' ability to meet expectations regarding the timing and completion of the proposed transaction; delays in obtaining any approvals required for the proposed transaction or an inability to obtain them on the terms proposed or on the anticipated schedule; the impact of indebtedness incurred by Merck KGaA, Darmstadt, Germany, in connection with the proposed transaction; the effects of the business combination of Versum and Merck KGaA, Darmstadt, Germany, including the combined company's future financial condition, operating results, strategy and plans; and other factors discussed in Merck KGaA, Darmstadt, Germany's public reports which are available on the Merck KGaA, Darmstadt, Germany, website at www.emdgroup.com or in Versum's Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission (the "SEC") for the fiscal year ended on September 30, 2018 and Versum's other filings with the SEC, which are available at http://www.sec.gov and Versum's website at www.versummaterials.com. Except as otherwise required by law, Versum assumes no liability whatsoever to update these forward-looking statements or to conform them to future events or developments. Readers are cautioned not to place undue reliance on these forward-looking statements that speak only as of the date hereof.

Additional Important Information and Where to Find It

This communication relates to the proposed merger transaction involving Versum and Merck KGaA, Darmstadt, Germany. In connection with the proposed merger, Versum and Merck KGaA, Darmstadt, Germany, intend to file relevant materials with the SEC, including Versum's proxy statement on Schedule 14A (the "Proxy Statement"). This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval, and is not a substitute for the Proxy Statement or any other document that Versum or Merck KGaA, Darmstadt, Germany, may file with the SEC or send to Versum's stockholders in connection with the proposed merger. STOCKHOLDERS OF VERSUM ARE URGED TO READ ALL RELEVANT DOCUMENTS FILED WITH THE SEC, INCLUDING THE PROXY STATEMENT, WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED MERGER. Investors and security holders will be able to obtain the documents (when available) free of charge at the SEC's web site, http://www.sec.gov, or Versum's website at http://investors.versummaterials.com or by phone at 484-275-5907.

Participants in Solicitation

Versum, Merck KGaA, Darmstadt, Germany, and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from the holders of Versum common stock in respect of the proposed transaction. Information about the directors and executive officers of Versum is set forth in Versum's Annual Report on Form 10-K for the fiscal year ended September 30, 2018, which was filed with the SEC on November 21, 2018, and the proxy statement for Versum's 2019 annual meeting of stockholders, which was filed with the SEC on December 20, 2018. Information about the directors and executive officers of Merck KGaA, Darmstadt, Germany, is set forth on Schedule I of the Schedule 14A filed by Merck KGaA, Darmstadt, Germany, with the SEC on March 22, 2019. Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the Proxy Statement and other relevant materials to be filed with the SEC in respect of the proposed transaction when they become available.

SIGNATURE

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

Versum Materials, Inc.

Date: April 12, 2019

By: /s/ Michael W. Valente
Name: Michael W. Valente
Title: Senior Vice President, General Counsel and Secretary

Exhibit 2.1

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

among

VERSUM MATERIALS, INC.,

MERCK KGAA

and

EMD PERFORMANCE MATERIALS HOLDING, INC.

Dated as of April 12, 2019

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (hereinafter called this "**Agreement**"), dated as of April 12, 2019, is entered into by and among Versum Materials, Inc., a Delaware corporation ("**Versum**"), Merck KGaA, a German corporation with general partners ("**Parent**"), and EMD Performance Materials Holding, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("**Merger Sub**," and together with Parent and Versum, the "**Parties**" and each, a "**Party**").

RECITALS

WHEREAS, the Parties intend that, on the terms and subject to the conditions set forth in this Agreement, Merger Sub will merge with and into Versum (the "**Merger**"), with Versum surviving the Merger, pursuant to and in accordance with the provisions of the General Corporation Law of the State of Delaware (the "**DGCL**");

WHEREAS, the board of directors of Versum (the "**Versum Board**") has unanimously (a) determined that this Agreement and the transactions contemplated by this Agreement, including the Merger (the "**Transactions**"), are fair to, and in the best interests of, Versum and the holders of shares of Versum's common stock, par value $1.00 per share (the "**Versum Common Stock**"), (b) approved and declared advisable this Agreement and the transactions contemplated by this Agreement, including the Merger, on the terms and subject to the conditions set forth in this Agreement, (c) directed that this Agreement be submitted to the holders of shares of Versum Common Stock for their adoption and (d) resolved to recommend that the holders of shares of Versum Common Stock vote in favor of the adoption of this Agreement;

WHEREAS, the executive board (*Geschäftsleitung*) of Parent (the "**Parent Board**") has unanimously approved this Agreement, and the board of directors of Merger Sub has unanimously approved and declared advisable this Agreement and the Transactions, including the Merger, on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, that certain Agreement and Plan of Merger, dated as of January 27, 2019 (the "**Entegris Agreement**"), by and between Versum and Entegris, Inc., a Delaware corporation ("**Entegris**"), has been validly terminated in accordance with its terms prior to the execution and delivery of this Agreement by Versum;

WHEREAS, concurrently with and as a condition to the effectiveness of such termination, Versum has paid Entegris $140 million by wire transfer of immediately available funds (the "**Entegris Termination Fee**"), in full satisfaction of all of Versum's remaining obligations under the Entegris Agreement; and

WHEREAS, Versum, Parent and Merger Sub desire to make certain representations, warranties, covenants and agreements in connection with this Agreement and set forth certain conditions to the Merger.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth in this Agreement, the Parties agree as follows:

ARTICLE I.

THE MERGER

1.1 The Merger. On the terms and subject to the conditions set forth in this Agreement, (a) at the Effective Time (as defined below), Merger Sub shall be merged with and into Versum in accordance with the DGCL and the separate corporate existence of Merger Sub shall thereupon cease, (b) Versum shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "**Combined Company**") and (c) the Merger shall have such other effects as provided in the DGCL.

1.2 Closing. The closing of the Merger (the "**Closing**") shall take place at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY, at 9:00 a.m. (New York Time) on the fourth (4th) Business Day following the day on which the last to be satisfied or (to the extent permissible) waived of the conditions set forth in Article VIII (other than those conditions that by their nature are to be satisfied or waived at the Closing (so long as such conditions are reasonably capable of being satisfied), but subject to the satisfaction or (to the extent permissible) waiver of those conditions) shall be satisfied or (to the extent permissible) waived in accordance with this Agreement or at such other date, time or place (or by means of remote communication) as Versum and Parent may mutually agree in writing (the date on which the Closing actually occurs, the "**Closing Date**").

1.3 Effective Time. As soon as practicable following, and on the date of, the Closing, Versum and Parent will cause a certificate of merger relating to the Merger (the "**Certificate of Merger**") to be executed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Section 251 of the DGCL. The Merger shall become effective at the time when the Certificate of Merger has been duly filed with and accepted by the Secretary of State of the State of Delaware, or at such later date and time as may be agreed by the Parties in writing and specified in the Certificate of Merger (such date and time, the "**Effective Time**").

ARTICLE II.

MERGER CONSIDERATION; EFFECT OF THE MERGER ON CAPITAL STOCK

2.1 Merger Consideration; Conversion of Shares of Versum Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Parties or any holder of any capital stock of Versum, each share of Versum Common Stock issued and outstanding immediately prior to the Effective Time other than Excluded Shares (such shares of Versum Common Stock, the "**Eligible Shares**") shall automatically be converted into the right to receive $53.00 per share in cash, without interest (the "**Merger Consideration**"). At the Effective Time, all Treasury Shares and Parent Owned Shares shall, as a result of the Merger and without any action on the part of the Parties or any holder of such Treasury Shares and Parent Owned Shares, be cancelled and shall cease to exist, and no payment shall be made in respect of such shares.

2.2 Conversion of Shares of Versum Common Stock. At the Effective Time, as a result of the Merger and without any action on the part of the Parties or any holder of any capital stock of Versum, all of the Eligible Shares shall represent the right to receive the Merger Consideration pursuant to this Article II, shall cease to be outstanding, shall be cancelled and shall cease to exist as of the Effective Time, and each certificate formerly representing any of the Eligible Shares (each, a "**Certificate**") and each book-entry account formerly representing any non-certificated Eligible Shares (each, a "**Book-Entry Share**") shall thereafter represent only the right to receive the Merger Consideration; provided, that nothing in this Agreement (including this Article II and Article III) shall affect the right of the holders of shares of Versum Common Stock to receive any dividend or other distribution which was declared on Versum Common Stock, and the record date of which occurred, prior to the Effective Time in accordance with the provisions of this Agreement.

2.3 Merger Sub. At the Effective Time, each share of common stock, par value $0.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into one share of common stock, par value $0.01 per share, of the Combined Company.

2.4 Treatment of Equity Awards. This Section 2.4 shall govern the treatment of Versum's equity awards in connection with the Transactions.

(a) Versum Options. At the Effective Time, each outstanding option to purchase shares of Versum Common Stock granted under the Versum Prior Stock Plan (each, a "**Versum Option**") shall be deemed fully vested and exercisable, and each Versum Option shall, automatically and without any action on the part of the holder thereof, be cancelled and shall only entitle the holder of such Versum Option to receive (without interest), as soon as reasonably practicable after the Effective Time through the payroll system of the Combined Company, an amount in cash equal to the product obtained by multiplying (i) the number of shares of Versum Common Stock subject to such Versum Option immediately prior to the Effective Time and (ii) the excess, if any, of (A) the Merger Consideration over (B) the exercise price per share of Versum Common Stock of such Versum Option, less applicable Taxes required to be withheld with respect to such payment. For the avoidance of doubt, any Versum Option which has an exercise price per share of Versum Common Stock that is greater than or equal to the Merger Consideration shall be cancelled at the Effective Time for no consideration or payment.

(b) RSUs. At the Effective Time, each outstanding time vesting restricted stock unit granted under the Versum Stock Plan (each, a "**Versum RSU**") and under the Versum Prior Stock Plan (each, a "**Prior Plan Versum RSU**") corresponding to shares of Versum Common Stock shall, in each case, be canceled and converted into a right to receive a deferred cash payment (each, a "**Converted RSU Cash Award**") equal to the product of (i) the number of shares of Versum Common Stock subject to such Versum RSU or Prior Plan Versum RSU immediately prior to the Effective Time and (ii) the Merger Consideration. Commencing on the Effective Time and through the date immediately preceding the date such Converted RSU Cash Award vests, each Converted RSU Cash Award corresponding to a Versum RSU shall accrue

interest at a rate equal to LIBOR plus 2.0% per annum, computed in accordance with the terms of the applicable award agreement evidencing such Versum RSU. Each Converted RSU Cash Award covered by this Section 2.4(b) shall (A) vest and settle on terms (including acceleration events) at least as favorable as were applicable to the corresponding Versum RSU or Prior Plan Versum RSU immediately prior to the Effective Time; and (B) vest in full to the extent the holder of a Converted RSU Cash Award is subject to a Covered Termination, with such Converted RSU Cash Award settled in cash as soon as practicable, but in no event later than ten (10) Business Days, following such Covered Termination, or such later time as required to comply with Section 409A of the Code.

(c) Versum PSUs. At the Effective Time, each outstanding restricted stock unit corresponding to shares of Versum Common Stock and subject to performance-based vesting criteria, including market-based restricted stock units and performance-based restricted stock units (each, a "**Versum PSU**"), shall be converted into a right to receive a deferred cash payment (each, a "**Converted PSU Cash Award**") equal to the product obtained by multiplying (i) the number of shares of Versum Common Stock subject to such Versum PSU and (ii) the Merger Consideration. For purposes of clause (i) of the immediately preceding sentence, the number of shares of Versum Common Stock subject to a Versum PSU immediately prior to the Effective Time shall equal the number of Versum PSUs that would have vested pursuant to the terms of the applicable award agreement if the applicable performance period ended immediately prior to the Effective Time, based on actual performance through such truncated period, as determined in the good faith discretion of the compensation committee of the Versum Board (the "**Versum Compensation Committee**") (which determination shall be effective as of the Effective Time). Commencing on the Effective Time and through the date immediately preceding the date such Converted PSU Cash Award vests in accordance with its terms, each Converted PSU Cash Award covered by this Section 2.4(c) shall accrue interest at a rate equal to LIBOR plus 2.0% per annum, computed in accordance with the terms of the applicable award agreement evidencing such corresponding Versum PSU. Each Converted PSU Cash Award covered by this Section 2.4(c) shall (A) vest and settle on terms (including acceleration events) at least as favorable as were applicable to the corresponding Versum PSU immediately prior to the Effective Time and (B) vest in full to the extent the holder of a Converted PSU Cash Award is subject to a Covered Termination, with such Converted PSU Cash Award settled in cash as soon as practicable, but in no event later than ten (10) Business Days, following such Covered Termination, or such later time as required to comply with Section 409A of the Code.

(d) Versum Deferred Director Awards. At the Effective Time, each deferred stock unit (each, a "**Versum DSU**") held in a participant's stock account under the Versum Deferred Compensation Plan for Directors (the "**Director Deferral Plan**") shall be fully vested and shall be converted into the right to receive (without interest) cash equal to the product obtained by multiplying (i) the number of shares of Versum Common Stock covered by the Versum DSUs held in such participant's Director Deferral Plan stock account and (ii) the Merger Consideration, with such cash paid to such participant no later than thirty (30) Business Days following the Closing Date.

(e) Versum Dividend Equivalent Rights. Any Versum dividend equivalent rights associated with any Versum RSU, Prior Plan Versum RSU, Versum PSU or Versum DSU (collectively, the "**Versum Dividend Equivalents**") (i) credited in the form of additional

Versum RSUs, Prior Plan Versum RSUs, Versum PSUs or Versum DSUs shall be treated in the same manner as the award to which such dividend equivalent rights relate in accordance with this Section 2.4 and (ii) credited in the form of cash shall be paid at the same time or times the award to which such dividend equivalent rights relate is paid or settled in accordance with this Section 2.4, in each case, consistent with the terms of the Versum Stock Plan, Versum Prior Stock Plan or other Versum Benefit Plan immediately prior to the Effective Time.

(f) Versum Actions. At or prior to the Effective Time, Versum and the Versum Board (and the Versum Compensation Committee), as applicable, shall adopt any resolutions and take any actions that are necessary to effectuate the treatment of Versum Options, Versum RSUs, Prior Plan Versum RSUs, Versum PSUs, Versum DSUs and Versum Dividend Equivalents (collectively, the "**Versum Equity Awards**") pursuant to Section 2.4(a) through Section 2.4(e).

(g) Future Grants of Equity Awards. Notwithstanding anything in Section 2.4(a) through Section 2.4(e) to the contrary, but subject to Section 7.1(a), to the extent the terms of any Versum Equity Award (i) granted on or after the date of this Agreement and not in violation of this Agreement or (ii) mutually agreed by the Parties and a holder of any Versum Equity Award expressly provide for treatment in connection with the occurrence of the Effective Time that is different from the treatment prescribed by this Section 2.4, then in each case of clause (i) and (ii), the terms of such Versum Equity Award, as applicable or so agreed by the Parties and such holder, shall control (and the applicable provisions of this Section 2.4 shall not apply); provided, however, that in any event such awards will only entitle a holder to a fixed cash payment after the Effective Time and will not entitle a holder to equity in Parent.

ARTICLE III.

DELIVERY OF MERGER CONSIDERATION; PROCEDURES FOR SURRENDER

3.1 Exchange Agent. Parent shall deposit or cause to be deposited, by wire transfer of immediately available funds, with an exchange agent selected by Parent with Versum's prior approval (which approval shall not be unreasonably withheld, conditioned or delayed) to serve as the exchange agent (the "**Exchange Agent**"), for the benefit of the holders of Eligible Shares, as promptly as reasonably practicable following the Effective Time, an aggregate amount of cash in U.S. Dollars sufficient to deliver the amounts required to be delivered in respect of Eligible Shares pursuant to Section 2.1(being the "**Exchange Fund**"). The Exchange Fund shall not be used for any purpose other than a purpose expressly provided for in this Agreement. The Exchange Fund may be deposited or invested by the Exchange Agent as reasonably directed by Parent in obligations of or fully guaranteed by the United States or any agency or instrumentality thereof and backed by the full faith and credit of the United States with a maturity of no more than thirty (30) days, or in funds or investment vehicles containing only such obligations and cash; provided, that no such deposit or investment (or any loss resulting therefrom) shall affect the amount of cash payable to former holders of Versum Common Stock pursuant to the provisions of this Article III. To the extent that (A) there are any losses with respect to any investments of the Exchange Fund; (B) the Exchange Fund diminishes for any

reason below the level required for the Exchange Agent to promptly pay the cash amounts contemplated by this Agreement; or (C) all or any portion of the Exchange Fund is unavailable for Parent (or the Exchange Agent on behalf of Parent) to promptly pay the cash amounts contemplated by this Agreement for any reason, Parent shall, or shall cause the Combined Company to, promptly replace or restore the amount of cash in the Exchange Fund so as to ensure that the Exchange Fund is at all times fully available for distribution and maintained at a level sufficient for the Exchange Agent to make the payments contemplated by this Agreement. Any interest and other income resulting from such deposit may become part of the Exchange Fund, and any amounts in excess of the amounts payable pursuant to this Agreement shall be promptly returned to Parent.

3.2 Procedures for Surrender.

(a) With respect to Certificates, as promptly as reasonably practicable (but in any event within three (3) Business Days) after the Effective Time, Parent shall cause the Exchange Agent to mail to each holder of record of each such Certificate (i) a notice advising such holder of the effectiveness of the Merger, (ii) a letter of transmittal in customary form specifying that delivery shall be effected, and risk of loss and title to a Certificate shall pass, only upon delivery of the Certificate (or affidavit of loss in lieu of a Certificate as provided in Section 3.5) to the Exchange Agent or transfer of Book-Entry Shares not held through DTC (each, a "**Non-DTC Book-Entry Share**") to the Exchange Agent (including customary provisions with respect to delivery of an "agent's message" with respect to Non-DTC Book-Entry Shares) (the "**Letter of Transmittal**") and (iii) instructions for surrendering a Certificate (or affidavit of loss in lieu of a Certificate as provided in Section 3.5) to the Exchange Agent. Upon surrender to the Exchange Agent of a Certificate (or affidavit of loss in lieu of a Certificate as provided in Section 3.5) together with a duly executed and completed Letter of Transmittal and such other documents as may reasonably be required pursuant to such instructions, the holder of such Certificates shall be entitled to receive as promptly as practicable (but in any event within three (3) Business Days) in exchange therefor a cash amount in immediately available funds (after giving effect to any required Tax withholdings as provided in Section 3.7) that such holder has the right to receive pursuant to Section 2.1. Any Certificate that has been so surrendered shall be cancelled by the Exchange Agent.

(b) With respect to Non-DTC Book-Entry Shares, as promptly as reasonably practicable (but in any event within three (3) Business Days) after the Effective Time, Parent shall cause the Exchange Agent to mail to each holder of record of a Non-DTC Book-Entry Share (i) a notice advising such holder of the effectiveness of the Merger, (ii) a Letter of Transmittal and (iii) instructions for transferring the Non-DTC Book-Entry Shares to the Exchange Agent. Upon surrender to the Exchange Agent of Non-DTC Book-Entry Shares by book-receipt of an "agent's message" by the Exchange Agent in accordance with the terms of the Letter of Transmittal and accompanying instructions, Parent or Merger Sub shall cause the Exchange Agent to pay and deliver as promptly as reasonably practicable (but in any event within three (3) Business Days) after the Effective Time, a cash amount in immediately available funds (after giving effect to any required Tax withholdings as provided in Section 3.7) that such holder has the right to receive pursuant to Section 2.1.

(c) With respect to Book-Entry Shares held through DTC, Versum and Parent shall cooperate to establish procedures with the Exchange Agent and DTC to ensure that the Exchange Agent will transmit to DTC or its nominees as soon as practicable after the Effective Time, upon surrender of Eligible Shares held of record by DTC or its nominees in accordance with DTC's customary surrender procedures, the Merger Consideration that such holder has the right to receive pursuant to Section 2.1.

(d) No interest will be paid or accrued on any amount payable for Eligible Shares pursuant to this Article III.

3.3 No Transfers. From and after the Effective Time, there shall be no transfers on the stock transfer books of Versum of the shares of Versum Common Stock that were outstanding immediately prior to the Effective Time. From and after the Effective Time, the holders of Certificates or Book-Entry Shares shall cease to have any rights with respect to such shares of Versum Common Stock except as otherwise provided herein or by applicable Law. If, after the Effective Time, Certificates are presented to the Combined Company for any reason, they shall be cancelled and exchanged as provided in this Agreement.

3.4 Termination of Exchange Fund. Any portion of the Exchange Fund (including the proceeds of any deposit of the Exchange Fund) that remains unclaimed as of the date that is six (6) months after the Closing Date shall be delivered to Parent. Any holder of Eligible Shares who has not theretofore complied with this Article III shall thereafter look only to Parent for delivery of the Merger Consideration that such holder has the right to receive pursuant to this Article III.

3.5 Lost, Stolen or Destroyed Certificates. In the event that any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and the posting by such Person of a bond in customary amount and upon such terms as may be required as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent will issue in exchange for such lost, stolen or destroyed Certificate, the Merger Consideration payable or issuable pursuant to this Article III, as if such lost, stolen or destroyed Certificate had been surrendered.

3.6 Appraisal Rights. No Person who has perfected a demand for appraisal rights pursuant to Section 262 of the DGCL shall be entitled to receive the Merger Consideration with respect to the Dissenting Shares owned by such Person unless and until such Person shall have effectively withdrawn or lost such Person's right to appraisal under the DGCL, at which time such Dissenting Shares shall be treated as if they had been converted into and become exchangeable for the right to receive the Merger Consideration, without interest and after giving effect to any required Tax withholdings pursuant to Section 3.7. Each Dissenting Stockholder shall be entitled to receive only the payment provided by Section 262 of the DGCL with respect to Dissenting Shares owned by such Dissenting Stockholder. Versum shall give Parent (i) prompt notice of any written demands received by Versum for appraisal, attempted withdrawals of such demands, and any other instruments served pursuant to applicable Law that are received by Versum relating to stockholders' rights of appraisal and (ii) the opportunity to participate in all negotiations and proceedings with respect to demand for appraisal under the DGCL. Versum

shall not, except with the prior written consent of Parent (not to be unreasonably withheld, conditioned or delayed) voluntarily make any payment with respect to any demands for appraisal, offer to settle or settle any such demands or approve any withdrawal of any such demands.

3.7 Withholding Rights. Each of Parent, Merger Sub, the Combined Company, the Exchange Agent and any other withholding agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of shares of Versum Common Stock and Versum Equity Awards, such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code or any other applicable state, local or foreign Tax Law. To the extent that amounts are so withheld by Parent, Merger Sub, the Combined Company, the Exchange Agent or such other withholding agent, as applicable, such withheld amounts (a) shall be timely remitted by Parent, Merger Sub, the Combined Company, the Exchange Agent or such other withholding agent, as applicable, to the applicable Governmental Entity, and (b) shall be treated for all purposes of this Agreement as having been paid to the holder of shares of Versum Common Stock and Versum Equity Awards in respect of which such deduction and withholding was made by Parent, Merger Sub, the Combined Company, the Exchange Agent or such other withholding agent, as applicable.

3.8 Adjustments to Prevent Dilution. Notwithstanding anything in this Agreement to the contrary, if, from the date of this Agreement to the earlier of the Effective Time and termination in accordance with Article IX, the issued and outstanding shares of Versum Common Stock or securities convertible or exchangeable into or exercisable for shares of Versum Common Stock shall have been changed into a different number of shares or securities or a different class by reason of any reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalization, merger, issuer tender or exchange offer, or other similar transaction, or a stock dividend with a record date within such period shall have been declared, then the Merger Consideration shall be equitably adjusted to provide the holders of shares of Versum Common Stock the same economic effect as contemplated by this Agreement prior to such event, and such items, so adjusted shall, from and after the date of such event, be the Merger Consideration. Nothing in this Section 3.8 shall be construed to permit the Parties to take any action except to the extent consistent with, and not otherwise prohibited by, the terms of this Agreement.

3.9 Transfers of Ownership. If a transfer of ownership of shares of Versum Common Stock is not registered in the stock transfer books or ledger of Versum, or if the Merger Consideration is to be paid in a name other than that in which the Certificates surrendered or transferred in exchange thereof are registered in the stock transfer books or ledger of Versum, the Merger Consideration may be paid to a Person other than the Person in whose name the Certificate so surrendered or transferred is registered in the stock transfer books or ledger of Versum only if such Certificate is properly endorsed and otherwise in proper form for surrender and transfer and the Person requesting such payment has paid to Parent (or any agent designated by Parent) any transfer Taxes required by reason of the payment of the Merger Consideration to a Person other than the registered holder of such Certificate, or established to the satisfaction of Parent (or any agent designated by Parent) that such transfer Taxes have been paid or are otherwise not payable. Payment of the applicable Merger Consideration with respect to Non-DTC Book-Entry Shares will only be made to the Person in whose name such Non-DTC Book-Entry Shares are registered.

3.10 No Liability. None of Versum, Parent, the Combined Company or the Exchange Agent shall be liable to any Person in respect of any portion of the Merger Consideration delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law. If any Certificate or Book-Entry Share has not been surrendered prior to seven (7) years after the Effective Time, or immediately prior to such earlier date on which any cash that a holder of any Eligible Shares has the right to receive pursuant to this Article III in respect of such Certificate or Book-Entry Share would otherwise escheat to or become property of any Governmental Entity, any such cash in respect of such Certificate or Book-Entry Share shall, to the extent permitted by applicable Law, become the property of Parent, free and clear of all claims or interests of any Person previously entitled thereto.

ARTICLE IV.

GOVERNANCE AND ADDITIONAL MATTERS

4.1 Combined Company Governance and Additional Matters.

(a) The Certificate of Incorporation of the Combined Company. At the Effective Time, the certificate of incorporation of Versum, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Combined Company (the "**Charter**"), until thereafter amended as provided therein or by applicable Law.

(b) The Bylaws of the Combined Company. At the Effective Time, the bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the bylaws of the Combined Company (the "**Bylaws**") until thereafter amended as provided therein, the Charter or by applicable Law.

(c) Board of Directors and Officers of the Combined Company. The Parties shall take all actions necessary so that the directors of Merger Sub and the officers of Versum at the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Combined Company until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Charter and the Bylaws, until thereafter amended as provided therein or by applicable Law.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF VERSUM

Except as set forth in the Reports of Versum filed with or furnished to the SEC during the period from January 1, 2018 through the Business Day prior to the date of this Agreement (excluding any disclosures set forth or referenced in any risk factor section or in any other section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature) or in the corresponding sections or subsections of the disclosure letter delivered to Parent by Versum (the "**Versum Disclosure Letter**") concurrently with the execution and delivery of this Agreement (it being agreed that for purposes of the representations

and warranties set forth in this Article V, disclosure of any item in any section or subsection of the Versum Disclosure Letter shall be deemed disclosure with respect to any other section or subsection of the Versum Disclosure Letter to which the relevance of such item is reasonably apparent), Versum hereby represents and warrants to Parent that:

5.1 Organization, Good Standing and Qualification. Versum and each of its Subsidiaries is a legal entity duly organized, validly existing and in good standing (with respect to jurisdictions which recognize such concept) under the Laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as currently conducted and is qualified to do business and is in good standing as a foreign corporation or other legal entity in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum. Versum has made available to Parent complete and correct copies of Versum's Organizational Documents, each as amended prior to the execution of this Agreement.

5.2 Subsidiaries. Section 5.2 of the Versum Disclosure Letter sets forth Versum's or its Subsidiaries' capital stock, equity interest or other direct or indirect ownership interest in any other Person other than (a) securities in a publicly traded company held for investment by Versum or any of its Subsidiaries and consisting of less than one percent (1%) of the outstanding capital stock of such company and (b) capital stock, equity interests or other direct or indirect ownership interests or securities of direct or indirect wholly-owned Subsidiaries of Versum. Versum does not own, directly or indirectly, any voting interest in any Person that requires an additional filing by Versum under the HSR Act.

5.3 Versum Capital Structure. The authorized share capital of Versum consists of 250,000,000 shares of Versum Common Stock, of which 109,238,997 shares were issued and outstanding as of the close of business on April 5, 2019, and 25,000,000 shares of preferred stock, par value $1.00 per share, of Versum ("**Versum Preferred Stock**"), of which no shares were issued and outstanding as of the date of this Agreement. Versum holds no shares of its capital stock in treasury as of the close of business on April 5, 2019. All of the outstanding shares of Versum Common Stock have been duly authorized and are validly issued, fully paid and nonassessable and free of preemptive rights. Versum has no shares of Versum Common Stock or Versum Preferred Stock reserved for issuance, except that, as of April 5, 2019, there were 5,936,384 shares of Versum Common Stock reserved for issuance under the Versum Stock Plan, of which (a) 343,703 shares of Versum Common Stock were reserved for issuance upon the exercise of outstanding Versum Options, and such Versum Options have a weighted average exercise price of $19.74 per share, (b) 486,808 shares of Versum Common Stock were reserved for issuance upon the settlement or vesting of outstanding Versum RSUs and Prior Plan Versum RSUs, (c) 1,123,150 shares of Versum Common Stock were reserved for issuance upon the settlement or vesting of outstanding Versum PSUs (assuming achievement of applicable performance goals at maximum value), and (d) 6,291 shares of Versum Common Stock were reserved for issuance upon the settlement or vesting of outstanding Versum DSUs. Each of the outstanding shares of capital stock or other securities of each of Versum's Subsidiaries is duly authorized, validly issued, fully paid and nonassessable, and each of the outstanding shares of capital stock or other securities of each of Versum's Significant Subsidiaries is owned

beneficially and of record by Versum or by a direct or indirect wholly owned Subsidiary of Versum, free and clear of any pledge, lien, charge, option, hypothecation, mortgage, security interest, adverse right, restriction, prior assignment, license, sublicense or any other encumbrance of any kind or nature whatsoever, whether contingent or absolute, or any agreement, option, right or privilege (whether by Law, Contract or otherwise) capable of becoming any of the foregoing (excluding such transfer restrictions of general applicability as may be provided under the Securities Act, the "blue sky" Laws of the various States of the United States or similar Law of other applicable jurisdictions, an "**Encumbrance**", and any action of correlative meaning, to "**Encumber**"). As of the date of this Agreement, except as set forth in this Section 5.3, there are no outstanding subscriptions, options, warrants, puts, call agreements, understandings, claims or other commitments or rights of any type relating to the issuance, sale or transfer by Versum of any equity securities of Versum, nor are there outstanding any securities which are convertible into or exchangeable for any shares of capital stock of Versum and neither Versum nor any of its Subsidiaries has any obligation to issue any additional securities or to pay for or repurchase any securities of Versum. The shares of Versum Common Stock are registered under the Exchange Act. Since April 5, 2019 and through the date of this Agreement, Versum has not (A) issued any shares of Versum Common Stock (other than upon the exercise or settlement of Versum Equity Awards outstanding as of April 5, 2019) or (B) granted any Versum Equity Awards or similar awards. Versum does not have outstanding any bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the stockholders of Versum on any matter. Section 5.3 of the Versum Disclosure Letter sets forth, as of the date of this Agreement, the amount of cash dividends accrued with respect to Prior Plan Versum RSUs.

5.4 Corporate Authority; Approval. Versum has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Transactions, and the execution and delivery of this Agreement and the consummation of the Transactions by Versum have been duly authorized by all necessary corporate action on the part of Versum, subject only to adoption of this Agreement by the holders of a majority of the outstanding shares of Versum Common Stock entitled to vote on such matter at a meeting of Versum stockholders duly called and held for such purpose (the "**Requisite Versum Vote**"). This Agreement has been duly executed and delivered by Versum and constitutes a valid and binding agreement of Versum enforceable against Versum in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles (the "**Bankruptcy and Equity Exception**").

5.5 Governmental Filings; No Violations; Certain Contracts.

(a) Other than the filings, notices, reports, consents, registrations, approvals, permits, expirations of waiting periods or authorizations ("**Filings**") (i) pursuant to the DGCL, HSR Act, the Exchange Act and the Securities Act, (ii) required to be made with the NYSE, (iii) pursuant to federal and state securities, takeover and "blue sky" Laws, (iv) with the Committee on Foreign Investment in the United States ("**CFIUS**") pursuant to Section 721, and (v) included in Section 5.5(a) of the Versum Disclosure Letter as Requisite Regulatory Approvals (collectively, the "**Approvals**"), no filings, notices, reports, consents, registrations, approvals,

permits or authorizations are required to be made or obtained by Versum with, nor are any required to be obtained by Versum with or from, any Governmental Entity, in connection with the execution, delivery and performance of this Agreement by Versum and the consummation of the Transactions except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum.

(b) Subject to obtaining the Requisite Versum Vote, the execution, delivery and performance of this Agreement by Versum do not, and the consummation of the Transactions will not, constitute or result in (i) a breach or violation of, or a default under, the Organizational Documents of Versum or any of its Subsidiaries, (ii) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) of or default under, the creation or acceleration of any obligations under or the creation of an Encumbrance on any of the assets of Versum or any of its Subsidiaries pursuant to, any Contract binding upon Versum or any of its Subsidiaries or, assuming (solely with respect to performance of this Agreement and consummation of the Transactions) compliance with the matters referred to in Section 5.5(a), under any Law to which Versum or any of its Subsidiaries is subject or (iii) any change in the rights or obligations of any party under any Contract binding upon Versum or any of its Subsidiaries, except, in the case of clause (ii) or (iii) above, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum.

5.6 Reports; Internal Controls.

(a) Versum has filed or furnished, as applicable, on a timely basis, all forms, schedules, prospectuses, statements, certifications, reports and documents required to be filed or furnished by it with the SEC pursuant to the Exchange Act or the Securities Act since January 1, 2017 (the "**Applicable Date**") (the forms, schedules, prospectuses, statements, reports and documents filed or furnished to the SEC since the Applicable Date and those filed or furnished to the SEC subsequent to the date of this Agreement, including any amendments thereto, Versum's "**Reports**"). Each of Versum's Reports, at the time of its filing or being furnished (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of mailing, respectively), complied, or if not yet filed or furnished, will comply in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act of 2002 ("**Sarbanes-Oxley Act**") and the rules and regulations thereunder. As of their respective dates (or, if amended or superseded by a filing prior to the date of this Agreement, then as of the date of such filing), Versum's Reports did not, and any of Versum's Reports filed with or furnished to the SEC subsequent to the date of this Agreement will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading. No Subsidiary of Versum is subject to periodic reporting requirements of the Exchange Act other than as part of Versum's consolidated group or required to file any form, report or other document with the SEC, the NYSE, any other stock exchange or comparable Governmental Entity other than routine and ordinary filings (such as filings regarding ownership holdings or transfers).

(b) Versum is, and has been at all times since the Applicable Date, in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the NYSE. Except as permitted by the Exchange Act, including Sections 13(k)(2)

and 13(k)(3) thereunder, or the rules and regulations promulgated by the SEC, since the enactment of the Sarbanes-Oxley Act, neither Versum nor any of its Affiliates has made, arranged or modified (in any material way) any extensions of credit in the form of a personal loan to any executive officer or director of Versum.

(c) Since the Applicable Date, Versum has maintained disclosure controls and procedures required by Rule 13a-15(e) or 15d-15(e) under the Exchange Act. Such disclosure controls and procedures are effective to ensure that information required to be disclosed by Versum under the Exchange Act is recorded and reported within the time periods specified in the Exchange Act and all such information required to be disclosed under the Exchange Act is accumulated and communicated to the management of Versum, as appropriate, to allow timely decisions regarding required disclosure.

(d) Versum is not a party to, and does not have any commitment to become a party to, any joint venture, partnership agreement or any similar Contract (including any Contract relating to any transaction, arrangement or relationship between or among Versum, on the one hand, and any unconsolidated Affiliate, including any structured finance, special purpose or limited purpose entity or Person, on the other hand (such as any arrangement described in Section 303(a)(4) of Regulation S-K of the SEC)) where the purpose or effect of such arrangement is to avoid disclosure of any material transaction involving, or material liabilities of, Versum in Versum's consolidated financial statements.

(e) Versum maintains "internal control over financial reporting" (as defined in Rule 13a-15(f) or 15d-15(f), as applicable, under the Exchange Act). Such internal control over financial reporting is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with United States generally accepted accounting principles ("**GAAP**") and includes policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of such Party, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures of Versum are being made only in accordance with authorizations of management and directors of Versum, and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of Versum's assets that could have a material effect on its financial statements. The records, systems, controls, data and information of Versum and its Subsidiaries that are used in the systems of disclosure controls and procedures and of financial reporting controls and procedures described above are recorded, stored, maintained and operated under means that are under the exclusive ownership and direct control of Versum or a wholly owned Subsidiary of Versum or its accountants, except as would not reasonably be expected to adversely affect or disrupt, in any material respect, Versum's systems of disclosure controls and procedures and of financial reporting controls and procedures or the reports generated thereby.

(f) Since the Applicable Date, none of Versum's auditors, Versum's board of directors and the audit committee of the board of directors of Versum has received any oral or written notification of (i) any "significant deficiency" in the design or operation of its internal controls over financial reporting that are reasonably likely to adversely affect Versum's ability to record, process, summarize and report financial information and has identified for Versum's

auditors, Versum's board of directors and the audit committee of the board of directors of Versum any "material weakness" in internal controls over financial reporting and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in Versum's internal controls over financial reporting. Since the Applicable Date, no material complaints from any source regarding accounting, internal accounting controls or auditing matters, and no concerns from Versum's employees regarding questionable accounting or auditing matters, have been received by Versum. Since the Applicable Date, no attorney representing Versum or any of its Subsidiaries, whether or not employed by Versum or any of its Subsidiaries, has reported evidence of a material violation of securities Laws or breach of fiduciary duty or similar violation by Versum or any of its officers, directors, employees or agents to Versum's chief legal officer, audit committee (or other committee designated for the purpose) pursuant to the rules adopted pursuant to Section 307 of the Sarbanes-Oxley Act or Versum's policy contemplating such reporting, including in instances not required by those rules.

5.7 Financial Statements. The financial statements of Versum included in the Reports of Versum at the time filed (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of mailing, respectively) complied as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, were prepared in all material respects in accordance with GAAP during the periods involved (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-Q of the SEC), and fairly present in all material respects (subject in the case of unaudited statements to normal, recurring audit adjustments which are not material, and to any other adjustments described therein, including the notes thereto and subject to restatements filed with the SEC prior to the date of this Agreement) the consolidated financial position of Versum and its consolidated Subsidiaries as at the dates thereof and the consolidated results of their operations and cash flows for the periods then ended.

5.8 Absence of Certain Changes or Events.

(a) Since January 1, 2018 through the date of this Agreement, except in connection with the negotiation and execution of this Agreement, Versum and its Subsidiaries have conducted their businesses in all material respects in the Ordinary Course.

(b) Since January 1, 2018, there has not been any Effect that has had or would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum.

5.9 Litigation and Liabilities.

(a) There are no Proceedings (other than arising from or relating to the Merger or any of the other transactions contemplated by this Agreement) before any Governmental Entity pending against or, to the Knowledge of Versum, threatened in writing against Versum or any of its Subsidiaries, or any of their respective properties or assets, except as would not, individually or in the aggregate, reasonably be expected to (i) have a Material Adverse Effect on Versum or (ii) prevent or materially delay the consummation of the Transactions.

(b) Except for obligations and liabilities (i) reflected or reserved against in Versum's most recent consolidated balance sheets (or the notes thereto) included in Versum's Reports filed prior to the date of this Agreement, (ii) incurred in the Ordinary Course since the date of Versum's most recent consolidated balance sheets included in Versum's Reports filed prior to the date of this Agreement, or (iii) incurred in connection with or contemplated by this Agreement, there are no obligations or liabilities of Versum or any of its Subsidiaries that would be required by GAAP to be set forth on a consolidated balance sheet of Versum, whether or not accrued, contingent or otherwise, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum.

(c) Neither Versum nor any of its Subsidiaries is a party to or subject to the provisions of any material judgment, order, writ, injunction, decree or award of any Governmental Entity, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum. There has not been since the Applicable Date nor are there currently any internal investigations or inquiries being conducted by Versum, Versum's board of directors (or any committee thereof) or any third party at the request of any of the foregoing concerning any material financial, accounting, tax, conflict of interest, self-dealing, fraudulent or deceptive conduct or other misfeasance or malfeasance issues.

5.10 Employee Benefits.

(a) Section 5.10(a) of the Versum Disclosure Letter sets forth an accurate and complete list of each material Benefit Plan of Versum (except for Benefit Plans that are filed publicly with the SEC).

(b) With respect to each material Benefit Plan of Versum (except, with respect to clauses (i) and (ii), for Benefit Plans that are filed publicly with the SEC), Versum has made available to Parent, to the extent applicable, accurate and complete copies of (i) the Benefit Plan document, including any amendments thereto, and all related trust documents, insurance contracts or other funding vehicles or (ii) a written description of such Benefit Plan if such plan is not set forth in a written document or such written document is not available prior to the date of this Agreement. With respect to each material Benefit Plan of Versum, Versum has made available to Parent, accurate and complete copies of (A) to the extent a written description was provided prior to the date hereof because the Benefit Plan document was unavailable, the Benefit Plan document, including any amendments thereto, (B) all related trust documents, insurance contracts or funding vehicles, (C) the most recently prepared actuarial report and (D) all material correspondence to or from any Governmental Entity received since the Applicable Date with respect to any Benefit Plan of Versum.

(c) (i) Each Benefit Plan (including any related trusts), other than "multiemployer plans" within the meaning of Section 3(37) of ERISA and Non-U.S. Benefit Plans, has been established, operated and administered in compliance in all material respects with its terms and applicable Laws, including ERISA and the Code, (ii) all contributions or other amounts payable by Versum or any of its Subsidiaries with respect to each Benefit Plan in respect of current or prior plan years have been paid or accrued in accordance with GAAP in all material respects and (iii) there are no pending or, to the Knowledge of Versum, threatened (in writing) claims (other than routine claims for benefits) or Proceedings by a Governmental Entity by, on behalf of or against any Benefit Plan or any trust related thereto that would reasonably be expected to result in any material liability to Versum or any of its Subsidiaries.

(d) With respect to each material ERISA Plan, Versum has made available to Parent, to the extent applicable, accurate and complete copies of (i) the most recent summary plan description together with all summaries of material modifications thereto, (ii) the most recent Internal Revenue Service ("**IRS**") determination or opinion letter and (iii) the most recent annual report (Form 5500 or 990 series and all schedules and financial statements attached thereto).

(e) Each ERISA Plan that is intended to be qualified under Section 401(a) of the Code has been determined by the IRS to be qualified and the plan's related trust to be exempt from federal income Taxes under Sections 401(a) and 501(a) of the Code, respectively, and to the Knowledge of Versum, nothing has occurred that would adversely affect the qualification or Tax exemption of any such ERISA Plan. With respect to any ERISA Plan, neither Versum nor any of its Subsidiaries has engaged in a transaction in connection with which Versum or any of its Subsidiaries reasonably could be subject to either a material civil penalty assessed pursuant to Section 409 or 502(i) of ERISA or a material Tax imposed pursuant to Section 4975 or 4976 of the Code.

(f) Neither Versum nor its ERISA Affiliates (i) maintains, sponsors or contributes to, or has within the past six (6) years maintained, sponsored or contributed to, or has any material liability with respect to, any "defined benefit plan," whether or not subject to Title IV of ERISA, excluding any "multiemployer plan"; or (ii) has an "obligation to contribute" (as defined in ERISA Section 4212) to a "multiemployer plan".

(g) No Controlled Group Liability has been incurred by Versum or its ERISA Affiliates that has not been satisfied in full, and no condition exists that presents a material risk to Versum or its ERISA Affiliates of incurring any such material liability.

(h) Except as required by applicable Law or pursuant to a collective bargaining agreement, no Benefit Plan provides retiree or post-employment medical, disability, life insurance or other welfare benefits to any Person, and none of Versum or any of its Subsidiaries has any obligation to provide such benefits (excluding such Benefit Plan that provides for employer payment or subsidy of COBRA premiums).

(i) Neither the execution and delivery of this Agreement, stockholder or other approval of this Agreement or the consummation of the Transactions could, either alone or in combination with another event, (i) entitle any Employee to severance pay or any increase in severance pay, (ii) accelerate the time of payment or vesting, or increase the amount of compensation due to any such Employee, (iii) directly or indirectly cause Versum to transfer or set aside any assets to fund any benefits under any Benefit Plan, (iv) otherwise give rise to any liability under any Benefit Plan, (v) limit or restrict the right to merge, terminate or amend any Benefit Plan on or following the Effective Time or (vi) result in any payment (whether in cash or property or the vesting of property) to any "disqualified individual" (as such term is defined in Treasury Regulation Section 1.280G-1) that would, individually or in combination with any other such payment, constitute an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code).

(j) Neither Versum nor any of its Subsidiaries has any obligation to provide, and no Benefit Plan or other agreement of Versum of any of its Subsidiaries provides any individual with the right to, a gross up, indemnification, reimbursement or other payment for any excise or additional Taxes, interest or penalties incurred pursuant to Section 409A or Section 4999 of the Code or due to the failure of any payment to be deductible under Section 280G of the Code.

(k) All Benefit Plans that are maintained primarily for the benefit of Employees outside of the United States ("**Non-U.S. Benefit Plans**") comply in all material respects with their terms, the terms of any collective bargaining, collective labor or works council agreements, and applicable local Law, and to the Knowledge of Versum, all such plans that are intended or required to be funded or book-reserved are funded or book-reserved, as appropriate, based upon reasonable actuarial assumptions and applicable Law. Each Non-U.S. Benefit Plan which, under the Laws of the applicable foreign country, is required to be registered or approved by any Governmental Entity, has been so registered or approved and each Non-U.S. Benefit Plan intended to qualify for special tax treatment meets all the requirements for such treatment. As of the date of this Agreement, there is no material litigation pending or, to the Knowledge of Versum, threatened relating to any Non-U.S. Benefit Plan.

5.11 Labor Matters.

(a) Section 5.11 of the Versum Disclosure Letter sets forth, as of the date of this Agreement, an accurate and complete list of any collective bargaining agreement or other similar material written agreement with a labor union, works council, or similar employee representative group or organization ("**Labor Organization**") that Versum or its Subsidiaries is party to, otherwise bound by, or negotiating, as applicable, and copies of such agreements have been made available to the other Party prior to the date of this agreement. To the Knowledge of Versum, as of the date of this Agreement, there are no activities or Proceedings by any individual, group of individuals, including representatives of any Labor Organizations, seeking to authorize representation of Versum's employees by a Labor Organization or to compel Versum to negotiate on a collective basis with respect to terms and conditions of employment.

(b) As of the date of this Agreement, (i) there is no, and has not been since the Applicable Date, any, strike, lockout, slowdown, work stoppage, unfair labor practice charge or complaint or other labor dispute, or arbitration or grievance pending or, to the Knowledge of Versum, threatened in writing that may interfere with the respective business activities of Versum and its Subsidiaries, (ii) Versum and its Subsidiaries are in compliance with all applicable Laws respecting labor, employment standards, workers' compensation, terms and conditions of employment, employment and employment practices, the termination of employment, wages and hours, classification of employees as exempt or non-exempt, immigration, equal employment opportunities (including the prevention of sexual harassment), the provision of meal and rest breaks, pay for all working time, classification of independent contractors, immigration law requirements, and occupational safety and health, and (iii) none of Versum or any of its Subsidiaries has any liability or obligation under the Worker Adjustment

and Retraining Notification Act and the regulations promulgated thereunder or any similar state, local or foreign "mass layoff" or "plant closing" Law that remains unsatisfied, except, in each of clauses (i), (ii) and (iii), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum.

(c) Except as would not have, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Versum, there have been no written claims or investigations of harassment, discrimination, retaliation or similar actions against any senior manager, officer or director of Versum at any time since the Applicable Date.

5.12 Compliance with Laws; Licenses.

(a) The businesses of Versum and its Subsidiaries have not been since the Applicable Date, and are not being, conducted in violation of any applicable Law, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum.

(b) Except with respect to regulatory matters covered by Section 7.5, no investigation or review by any Governmental Entity with respect to Versum or any of its Subsidiaries is pending or, to the Knowledge of Versum, threatened in writing, nor has any Governmental Entity indicated an intention to conduct the same, nor has Versum received any notice or communication of material noncompliance with any such Laws that has not been cured or in the process of being cured as of the date of this Agreement, in each case, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum, (i) Versum and each of its Subsidiaries has obtained and is in compliance with all Licenses necessary for it to own, lease or operate its properties, rights and other assets and to conduct its business and operations as currently conducted in all material respects, (ii) all such Licenses are in full force and effect in all material respects, and (iii) to Versum's Knowledge, there is not currently threatened any revocation, adverse modification or cancellation of any material License.

(d) Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Versum, since the Applicable Date, Versum and each of its Subsidiaries has at all times conducted all export transactions in accordance with (i) all applicable U.S. export and re-export controls, including the United States Export Administration Act, Export Administration Regulations, the Arms Export Control Act and the International Traffic in Arms Regulations, (ii) statutes, executive orders and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") and the United States Department of State, (iii) import control statutes and regulations administered by the Department of Homeland Security, U.S. Customs and Border Protection, (iv) the anti-boycott regulations administered by the United States Department of Commerce and the U.S. Department of Treasury, and (v) all applicable sanctions, export and import controls and anti-boycott Laws of all other countries in which the business of Versum or any of its Subsidiaries is conducted. Except as, individually or in the aggregate, would not

reasonably be expected to have a Material Adverse Effect on Versum, neither Versum nor any of its Subsidiaries has been since the Applicable Date or currently is the subject of a charging letter or penalty notice issued, or to the Knowledge of Versum, an investigation conducted, by a Governmental Entity pertaining to the above statutes or regulations, nor are there any currently pending internal investigations by Versum pertaining to such matters. Neither Versum nor any of its Subsidiaries is currently designated as a sanctioned party under sanctions administered by OFAC, nor are they owned fifty percent (50%) or more by an individual or entity that is so designated. Neither Versum nor any of its Subsidiaries, or, to Versum's Knowledge, any directors, officers, Employees, independent contractors, consultants, agents and other representatives thereof, located, organized or resident in, or doing business in, a country or region that is the target of comprehensive OFAC sanctions (as of the date of this Agreement, including Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine).

(e) Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Versum, Versum, its Subsidiaries and their respective Representatives are, and since the Applicable Date have been, in compliance in all material respects with: (i) the provisions of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §§ 78dd-1, et seq.) ("**FCPA**"), as if its foreign payments provisions were fully applicable to Versum, its Subsidiaries and such Representatives, and (ii) the provisions of all anti-bribery, anti-corruption and anti-money laundering Laws of each jurisdiction in which Versum and its Subsidiaries operate or have operated and in which any agent thereof is conducting or has conducted business involving Versum. No Proceeding by or before any Governmental Entity involving Versum, any of its Subsidiaries or any of their Representatives involving FCPA or any anti-bribery, anti-corruption or anti-money laundering Law is pending or, to the Knowledge of Versum, threatened, except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Versum.

5.13 Takeover Statutes; Rights Agreement. No "fair price", "moratorium", "control share acquisition" or other similar anti-takeover statute or regulation (each, a "**Takeover Statute**") or any anti-takeover provision in Versum's Organizational Documents is applicable to Versum, the shares of Versum Common Stock, or the Transactions. The Rights Agreement has been validly and irrevocably terminated and will not apply to the execution, delivery and performance of this Agreement or the consummation of the Transactions.

5.14 Environmental Matters. Except for those matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect on Versum: (a) Versum and each of its Subsidiaries is, and to the Knowledge of Versum, has been at all prior times, in compliance with all applicable Environmental Laws, which compliance includes the possession of and compliance with Licenses required pursuant to any Environmental Law for it to own, lease or operate its properties, rights and other assets and to conduct its business and operations as currently conducted and all such Licenses are in full force and effect; (b) to the Knowledge of Versum, there is no presence, and there have been no Releases or threatened Releases, of Hazardous Materials on, under, from or affecting any properties or facilities currently or formerly, owned, leased or operated by Versum or any of its Subsidiaries or any predecessor of any of them, under circumstances that would reasonably be expected to result in any claims or liabilities relating to applicable Environmental Laws against Versum or any of its Subsidiaries or otherwise adversely impact Versum or any of its

Subsidiaries; (c) to the Knowledge of Versum, neither Versum nor any of its Subsidiaries nor any other Person whose conduct would result in liability to Versum or any of its Subsidiaries, has Released, placed or disposed of any Hazardous Materials at any other location under circumstances that would reasonably be expected to result in any claims or liabilities relating to applicable Environmental Laws against Versum or any of its Subsidiaries; (d) neither Versum nor any of its Subsidiaries nor, to the Knowledge of Versum any predecessor of any of them, is subject to any order of or with any Governmental Entity, or any indemnity or other Contract obligation with any other Person, relating to obligations or liabilities under Environmental Laws or regarding Releases of or exposure to any Hazardous Materials; (e) neither Versum nor any of its Subsidiaries has since the Applicable Date received any written claim, notice or complaint from, or is subject to any Proceeding before, any Governmental Entity relating to or alleging noncompliance with or liability under Environmental Laws or regarding Releases of or exposure to any Hazardous Materials, and no such matter is threatened to the Knowledge of Versum; and (f) to the Knowledge of Versum, there are no other circumstances or conditions involving Versum or any of its Subsidiaries that would reasonably be expected to result in any claim, liability, investigation, or cost pursuant to any Environmental Law with respect to Versum or any of its Subsidiaries.

5.15 Tax Matters.

(a) Except for those matters that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Versum:

(i) Versum and each of its Subsidiaries (A) have prepared in good faith and duly and timely filed (taking into account any extension of time within which to file) all Tax Returns required to be filed by any of them with the appropriate Tax authority and all such filed Tax Returns are complete and accurate in all respects; (B) have paid all Taxes that are shown as due on such filed Tax Returns except for Taxes being contested in good faith and for which adequate reserves have been established in accordance with GAAP; (C) have withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any Employee, stockholder, creditor, independent contractor or third party (each as determined for Tax purposes); (D) have complied in all respects with all information reporting (and related withholding) and record retention requirements; and (E) have not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(ii) No deficiency with respect to an amount of Taxes that have not been accrued on Versum's financial statements has been proposed, asserted or assessed against Versum or any of its Subsidiaries. There are no pending or threatened in writing disputes, claims, audits, examinations or other Proceedings before any Governmental Entity regarding any Taxes of Versum and its Subsidiaries or the assets of Versum and its Subsidiaries.

(iii) Since the Applicable Date, neither Versum nor any of its Subsidiaries has been informed in writing by any jurisdiction that the jurisdiction believes that Versum or any of its Subsidiaries was required to file any Tax Return that was not filed.

(iv) Neither Versum nor any of its Subsidiaries has any liability for Taxes of any Person (other than Versum or any of its Subsidiaries) arising from the application of Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or non-U.S. Law), as a transferee or successor, or otherwise by operation of Law.

(v) There are no Encumbrances for Taxes (except Taxes not yet due and payable) on any of the assets of Versum or any of its Subsidiaries.

(vi) Neither Versum nor any of its Subsidiaries is a party to or is bound by any Tax sharing, allocation or indemnification agreement or arrangement (other than (A) such an agreement or arrangement exclusively between or among Versum and its Subsidiaries or (B) a commercial agreement or arrangement entered into the primary purpose of which is not Tax sharing, allocation or indemnification).

(vii) Within the past two (2) years, neither Versum nor any of its Subsidiaries has been a "distributing corporation" or a "controlled corporation" within the meaning of Section 355(a)(1)(A) of the Code in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code.

(viii) Neither Versum nor any of its Subsidiaries has participated in a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b) or any other transaction requiring disclosure under analogous provisions of Tax Law.

(ix) Neither Versum nor any of its Subsidiaries will be required to include a material item of income (or exclude a material item of deduction) in any taxable period (or portion thereof) beginning after the Closing Date as a result of (A) a change in or incorrect method of accounting occurring prior to the Closing Date, (B) a prepaid amount received, or paid, prior to the Closing Date, (C) a "closing agreement" as described in Section 7121 of the Code (or any similar provision of state, local, or non-U.S. Law) executed on or prior to the Closing Date, or (D) an election under Section 108(i) of the Code (or any similar provision of state, local, or non-U.S. Law).

(x) Neither Versum nor any of its Subsidiaries has made an election pursuant to Section 965(h) of the Code.

5.16 Intellectual Property.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum, (i) Versum and its Subsidiaries, each as applicable, exclusively own all right, title and interest to its Company Intellectual Property free and clear of all Encumbrances (except Permitted Encumbrances), and (ii) Versum's Registered Intellectual Property is subsisting and, to the Knowledge of Versum, is not invalid or unenforceable. Since the Applicable Date, Versum has not received any written claim or notice from any Person alleging that the Registered Intellectual Property of Versum is invalid or unenforceable, which claim or allegation if proven or established, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Versum.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum, (i) the operation of the respective businesses of Versum or any of its Subsidiaries and the development, manufacture, use, sale, commercialization or other exploitation of any product, service or other offering currently provided by Versum or its Subsidiaries does not infringe, misappropriate or violate and has not since the Applicable Date infringed, misappropriated, or otherwise violated any Intellectual Property of any other Person, and neither Versum nor any of its Subsidiaries has received any written allegation of same, and (ii) to Versum's Knowledge, no Person is infringing, misappropriating or otherwise violating, or has since the Applicable Date infringed, misappropriated or otherwise violated, Versum's Company Intellectual Property, and neither Versum nor any of its Subsidiaries has alleged same in writing.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum, Versum and each of its Subsidiaries has taken commercially reasonable efforts to protect and maintain its Company Intellectual Property, including using commercially reasonable efforts and taking commercially necessary steps to maintain their material trade secrets in confidence.

(d) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum, Versum does not distribute or make available any material proprietary software to third parties pursuant to any license that requires the Party to also license or make available to third parties any material source code owned by Versum.

(e) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum, the IT Assets used by Versum or any of its Subsidiaries in the conduct of the business (i) have not malfunctioned or failed since the Applicable Date and (ii) are sufficient for the current needs of the businesses of Versum and its Subsidiaries.

(f) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum, Versum and each of its Subsidiaries has taken commercially reasonable efforts to (i) protect and maintain the confidentiality, integrity and security of its IT Assets and the information stored or contained therein or transmitted thereby from any unauthorized use, access, interruption or modification by any Person, including the implementation of reasonable backup and disaster recovery technology processes and (ii) prevent the introduction of disabling codes or instructions, spyware, Trojan horses, worms, viruses or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, software, data or other materials. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum, no Person has gained unauthorized access to any IT Assets owned, used, or held for use by Versum or any of its Subsidiaries or the information stored or contained therein or transmitted thereby.

(g) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum, (i) Versum and each of its Subsidiaries is in compliance, and has since the Applicable Date complied, with all applicable Laws and its

posted policies relating to the collection, storage, use, transfer and any other processing of any Personal Data collected or used by or on behalf of Versum or its Subsidiaries; and (ii) Versum and each of its Subsidiaries has, since the Applicable Date, taken commercially reasonable steps to ensure that all Personal Data is protected against loss and unauthorized access, use, modification or disclosure, and there has been no incident of same.

5.17 Insurance. All fire and casualty, general liability, business interruption, product liability, sprinkler and water damage, workers' compensation and employer liability, directors', officers' and fiduciaries' policies and other liability insurance policies ("**Insurance Policies**") maintained by Versum or any of its Subsidiaries are with reputable insurance carriers, provide adequate coverage for all normal risks incident to the business of Versum and its Subsidiaries and their respective properties and assets, and are in character and amount at least equivalent to that carried by Persons engaged in similar businesses and subject to the same or similar perils or hazards, in each case, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum. Each Insurance Policy is in full force and effect and all premiums due with respect to all Insurance Policies have been paid, and neither Versum nor any of its Subsidiaries has taken any action or failed to take any action that (including with respect to the Transactions), with notice or lapse of time or both, would constitute a breach or default, or permit a termination of any of the Insurance Policies, in each case, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum.

5.18 Material Contracts.

(a) Except for this Agreement, as of the date hereof, none of Versum or its Subsidiaries is a party to or bound by any Contract (other than any purchase orders and other than, except in the case of Section 5.18(a)(i), any lease, sublease, rental or occupancy agreement, license or other Contract that, in each case, provides for the ownership of, leasing of, title to, use of, or any leasehold or other interest in any Real Property, any Benefit Plan or Contract relating to Insurance Policies):

(i) that is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC);

(ii) that materially limits, curtails or restricts or purports to materially limit, curtail or restrict, or, in the case of the Combined Company, would or would purport to materially limit, curtail, or restrict, either (A) the type of business in which Versum or the Combined Company or any of their respective Subsidiaries or Affiliates may engage or the locations in which any of them may so engage in any business or (B) the ability of Versum or any of its Subsidiaries or Affiliates to hire or solicit for hire for employment any individual or group as would be material to Versum and its Subsidiaries or Affiliates, taken as a whole, except for non-disclosure or confidentiality agreements entered into in connection with potential acquisitions or dispositions;

(iii) for any joint venture, partnership or similar arrangement, in each case that is material to Versum and its Subsidiaries, taken as a whole;

(iv) that is an indenture, credit agreement, loan agreement, security agreement, guarantee, note, mortgage or other agreement providing for or guaranteeing Indebtedness of any Person in excess of $50 million or that becomes due and payable upon, or provides a right of termination or acceleration as a result of, the consummation of the Transactions, other than Contracts between or among or for the benefit of Versum and any of its wholly owned Subsidiaries or between or among any such wholly owned Subsidiaries and Contracts involving credit facilities of less than $50 million for international operations;

(v) that is with any manufacturer, vendor or other supplier with respect to which manufacturer, vendor or other supplier the aggregate annual spend for the year ended December 31, 2018 exceeded $10 million for Versum and its Subsidiaries, taken as a whole;

(vi) is an acquisition agreement, asset purchase agreement, sale agreement, purchase agreement, stock purchase agreement, put agreement, call agreement or other similar agreement pursuant to which (A) Versum or any of its Subsidiaries would reasonably be expected to be obligated to pay total consideration including assumption of debt after the date of this Agreement in excess of $25 million, (B) any third party has the right to acquire any assets of Versum or any of its Subsidiaries with a fair market value or purchase price of more than $25 million, or (C) any third party has the right to acquire any interests in Versum or any of its Subsidiaries, other than, in the case of clauses (A) and (B), sales of goods or services in the Ordinary Course;

(vii) between Versum and its Subsidiaries, on the one hand, and Versum's Affiliates (other than Subsidiaries of Versum) or other Persons, on the other hand, that would be required to be disclosed under Item 404 of Regulation S-K of the SEC;

(viii) that is related to material Intellectual Property or material IT Assets, excluding non-exclusive licenses (A) entered into in the Ordinary Course or (B) to commercially available software with aggregate payments of less than $5 million. Each such Contract described in this Section 5.18(a), together with all Contracts filed as exhibits to Versum's Reports, is referred to herein as a "**Material Contract**".

(b) A copy of each Material Contract, and any amendments thereto, of Versum or its Subsidiaries entered into prior to the date of this Agreement has been made available to Parent. Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Versum, (i) each of the Material Contracts is binding on Versum or its Subsidiaries, as the case may be, and to the Knowledge of Versum, each other party thereto, in accordance with its terms and subject to the Bankruptcy and Equity Exception, and is in full force and effect, and (ii) each of Versum and each of its Subsidiaries (to the extent they are party thereto or bound thereby) and, to Versum's Knowledge, each other party thereto has performed all obligations required to be performed by it under each Material Contract. Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Versum, (A) each of Versum and each of its Subsidiaries is not (with or without notice, lapse of time or both) in breach or default thereunder and, to the Knowledge of Versum, no other party to any Material Contract is (with or without notice, lapse of time or both) in breach or default thereunder, and (B) neither Versum nor any of its Subsidiaries has received written notice from the other party to any Material Contract of any intention to cancel, terminate, materially change the scope of rights and obligations under or not to renew such Material Contract.

5.19 Title to Assets. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum, (i) Versum has good and marketable title to, or in the case of leased assets, valid leasehold interests in, all of its assets, tangible or intangible, free and clear of any Encumbrances other than Permitted Encumbrances, (ii) Versum or one of its Subsidiaries owns or leases all tangible personal property used in or necessary to conduct its business as currently conducted by Versum and (iii) each such item of tangible personal property is in all respects in good operating condition and repair, ordinary wear and tear excepted.

5.20 Real Property.

(a) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum, with respect to the Owned Real Property of Versum, (i) Versum or one of its Subsidiaries, as applicable, has good and marketable title to such Owned Real Property, free and clear of any Encumbrance except for Permitted Encumbrances, and (ii) there are no outstanding options or rights of first refusal to purchase such Owned Real Property, or any portion thereof or interest therein.

(b) With respect to the Leased Real Property of Versum, the lease or sublease for such property is valid, legally binding, enforceable and in full force and effect, and none of Versum or any of its Subsidiaries is in breach of or default under such lease or sublease, and no event has occurred, which, with notice, lapse of time or both, would constitute a breach or default by any of Versum or its Subsidiaries or permit termination, modification or acceleration by any third party thereunder, except in each case as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Versum.

5.21 Affiliate Transactions. To the Knowledge of Versum, there are not, as of the date hereof, any related party transactions, agreements, arrangements or understandings between Versum or its Subsidiaries, on the one hand, and Versum's Affiliates (other than wholly owned Subsidiaries of Versum) or other Persons, on the other hand, in each case, that would be required to be disclosed by Versum under Item 404 of Regulation S-K under the Securities Act.

5.22 Versum Recommendation and Fairness. The Versum Board has, at a meeting duly called and held at which all directors of Versum were present, duly and unanimously adopted resolutions (a) determining that this Agreement and the transactions contemplated by this Agreement, including the Merger, are fair to, and in the best interests of, Versum and the holders of shares of Versum Common Stock, (b) approving and declaring advisable this Agreement and the transactions contemplated by this Agreement, including the Merger, on the terms and subject to the conditions set forth in this Agreement (c) directing that this Agreement be submitted to the holders of shares of Versum Common Stock for their adoption, and (d) resolving to recommend that the holders of shares of Versum Common Stock vote in favor of the adoption of this Agreement (the "**Versum Recommendation**"), which resolutions have not been subsequently rescinded, modified or withdrawn in any way, except as may be permitted by Section 7.2(e)(ii) or Section 7.2(e)(iii). The Versum Board has received (i)

the opinion of its financial advisor, Lazard Frères & Co. LLC, to the effect that, as of the date thereof and based upon and subject to the limitations, qualifications, assumptions and other matters set forth therein, the Merger Consideration is fair from a financial point of view, as of the date of such opinion, to the holders of the outstanding shares of Versum Common Stock (other than Excluded Shares) and (ii) the opinion of its financial advisor, Citigroup Global Markets Inc., to the effect that, as of the date thereof and based upon and subject to the limitations, qualifications, assumptions and other matters set forth therein, the Merger Consideration is fair from a financial point of view, as of the date of such opinion, to the holders of the outstanding shares of Versum Common Stock (other than Treasury Shares and Parent Owned Shares).

5.23 Versum Brokers and Finders. Neither Versum nor any of its Subsidiaries nor any of their respective officers or directors has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the Transactions, except that Versum has engaged Lazard Frères & Co. LLC and Citigroup Global Markets Inc. as its financial advisors, the fees and expenses of which will be paid by Versum.

5.24 Versum Voting Requirements. The Requisite Versum Vote is the only vote of holders of any securities of Versum and its Subsidiaries necessary to approve the Transactions.

5.25 Termination of Entegris Agreement. Versum has (a) validly terminated the Entegris Agreement in accordance with its terms and has no further liabilities thereunder, (b) concurrently with and as a condition to the effectiveness of such termination, paid Entegris the Entegris Termination Fee in full satisfaction of all of Versum's remaining obligations under the Entegris Agreement and (c) instructed Entegris to return to Versum or destroy any non-public information previously furnished to Entegris or to Entegris' Representatives by or on behalf of Versum or any of its Subsidiaries.

5.26 No Other Representations or Warranties; Non-Reliance. Except for the representations and warranties made by Versum in this Article V and in any certificate delivered by Versum pursuant to Article VIII, neither Versum nor any other Person makes any express or implied representation or warranty with respect to Versum or any of its Affiliates or any of their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects in connection with this Agreement or the Transactions, and Versum expressly disclaims any such other representations or warranties. Versum expressly disclaims reliance upon any representations, warranties or statements relating to Parent or its Subsidiaries whatsoever, express or implied, beyond those expressly given by Parent and Merger Sub in Article VI and in any certificate delivered by Parent pursuant to Article VIII. In particular, without limiting the foregoing, neither Parent or Merger Sub nor any other Person makes or has made, and Versum acknowledges that neither Parent or Merger Sub nor any other Person has made, any representation or warranty to Versum or any of Versum's Affiliates or Representatives with respect to (a) any financial projection, forecast, estimate, budget or prospect information relating to Parent, any of its Affiliates or any of their respective businesses that may have been made available to Versum or any of its Representatives (including in certain "data rooms," "virtual rooms," management presentations or in any other form in expectation of, or in connection with, the Transactions) or (b) except for the representations and warranties

made by Parent or Merger Sub in Article VI and in any certificate delivered by Parent pursuant to Article VIII, any oral or written information made available to Versum or any of Versum's Affiliates or Representatives in the course of their evaluation of Parent or Merger Sub, the negotiation of this Agreement or in the course of the Transactions. Notwithstanding the foregoing, nothing in this Section 5.26 shall limit Versum's remedies in the event of common law fraud arising from the express representations and warranties made by Parent or Merger Sub in Article VI.

ARTICLE VI.

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub hereby represent and warrant to Versum that:

6.1 Organization, Good Standing and Qualification. Each of Parent and Merger Sub is a legal entity duly organized, validly existing and in good standing (with respect to jurisdictions which recognize such concept) under the Laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and assets and to carry on its business as currently conducted and is qualified to do business and is in good standing as a foreign corporation or other legal entity in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the Transactions.

6.2 Corporate Authority; Approval. Each of Parent and Merger Sub has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement, subject only to the adoption of this Agreement by Parent (or a direct or indirect wholly-owned Subsidiary of Parent) as the sole stockholder of Merger Sub, and to consummate the Transactions, and the execution and delivery of this Agreement and the consummation of the Transactions by Parent and Merger Sub have been duly authorized by all necessary corporate action on the part of Parent and Merger Sub. Immediately following the execution and delivery of this Agreement, Parent shall, or shall cause one of its Subsidiaries to, adopt this Agreement and the transactions contemplated hereby, including the Merger in accordance with applicable Law and the certificate of incorporation and bylaws of Merger Sub, in all such cases in such entity's capacity as the sole stockholder of Merger Sub, and promptly deliver a copy of such sole stockholder consent to Versum. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and constitutes a valid and binding agreement of Parent and Merger Sub enforceable against each of Parent and Merger Sub in accordance with its terms, subject to the Bankruptcy and Equity Exception. No vote of holders of capital stock of Parent is necessary to approve this Agreement or the Transactions or to consummate the Transactions.

6.3 Governmental Filings; No Violations.

(a) Other than the Filings (i) pursuant to the DGCL, HSR Act, the Exchange Act and the Securities Act, (ii) required to be made with the NYSE, (iii) pursuant to federal and state securities, takeover and "blue sky" Laws, (iv) with CFIUS pursuant to Section 721, and (v)

included in Section 5.5(a) of the Versum Disclosure Letter as Approvals, no filings, notices, reports, consents, registrations, approvals, permits or authorizations are required to be made or obtained by Parent or Merger Sub with, nor are any required to be obtained by Parent or Merger Sub with or from, any Governmental Entity, in connection with the execution, delivery and performance of this Agreement by Parent and Merger Sub and the consummation of the Transactions except as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the Transactions.

(b) The execution, delivery and performance of this Agreement by Parent and Merger Sub do not, and the consummation of the Transactions will not, constitute or result in (i) a breach or violation of, or a default under, the Organizational Documents of Parent, Merger Sub or any of their respective Subsidiaries, (ii) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) of or default under, the creation or acceleration of any obligations under or the creation of an Encumbrance on any of the assets of Parent or any of its Subsidiaries pursuant to, any Contract binding upon Parent or any of its Subsidiaries or, assuming (solely with respect to performance of this Agreement and consummation of the Transactions) compliance with the matters referred to in Section 6.3(a), under any Law to which Parent or any of its Subsidiaries is subject or (iii) any change in the rights or obligations of any party under any Contract binding upon Parent or any of its Subsidiaries, except, in the case of clause (ii) or (iii) above, as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the Transactions.

6.4 Litigation. There are no Proceedings (other than arising from or relating to the Transactions) before any Governmental Entity pending against or, to the Knowledge of Parent, threatened in writing against Parent or any of its Subsidiaries, or any of their respective properties or assets, except as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the consummation of the Transactions.

6.5 Available Funds. As of the Effective Time, Parent and Merger Sub will have available to them all funds necessary for the payment to the Exchange Agent of the aggregate Merger Consideration.

6.6 Ownership of Merger Sub; No Prior Activities. The authorized capital stock of Merger Sub consists solely of 1,000 shares of common stock, par value $0.01 per share, all of which are validly issued and outstanding. All of the issued and outstanding capital stock of Merger Sub is, and at the Effective Time will be, owned by Parent or a direct or indirect wholly-owned Subsidiary of Parent. Merger Sub has not conducted any business prior to the date of this Agreement and has no, and prior to the Effective Time will have no, assets, liabilities or obligations of any nature other than those incident to its formation, shares of Versum Common Stock contributed to it or pursuant to this Agreement and the Transactions.

6.7 Ownership of Shares; Interested Stockholder. Except for a number of shares of Versum Common Stock equal to less than 0.1% of the number of outstanding shares of Versum Common Stock, none of Parent, Merger Sub or any of their respective Subsidiaries (i) beneficially owns, directly or indirectly, any shares of Versum Common Stock, any rights or options to acquire any shares of Versum Common Stock or any securities or instruments

convertible into, exchangeable into or exercisable for shares of Versum Common Stock or (ii) is, or has been at any time during the period commencing three (3) years prior to the date of this Agreement, an "interested stockholder" of Versum, as such term is defined in Section 203 of the DGCL.

6.8 Brokers and Finders. Neither Parent nor Merger Sub has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees for which Versum could be responsible in connection with the Transactions.

6.9 No Other Representations or Warranties; Non-Reliance. Except for the representations and warranties made by Parent and Merger Sub in this Article VI and in any certificate delivered by Parent or Merger Sub pursuant to Article VIII, neither Parent, Merger Sub nor any other Person makes any express or implied representation or warranty with respect to Parent or any of its Affiliates or any of their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects in connection with this Agreement or the Transactions, and Parent and Merger Sub expressly disclaim any such other representations or warranties. Parent and Merger Sub expressly disclaim reliance upon any representations, warranties or statements relating to Versum or any of its Subsidiaries whatsoever, express or implied, beyond those expressly given by Versum in Article V and in any certificate delivered by Parent or Merger Sub pursuant to Article VIII. In particular, without limiting the foregoing, neither Versum nor any other Person makes or has made, and Parent and Merger Sub each acknowledge that neither Versum nor any other Person has made, any representation or warranty to Parent, Merger Sub or any of Parent's Affiliates or each of their Representatives with respect to (a) any financial projection, forecast, estimate, budget or prospect information relating to Versum, any of its Affiliates or any of their respective businesses that may have been made available to Parent, Merger Sub or any of their Representatives (including in certain "data rooms," "virtual rooms," management presentations or in any other form in expectation of, or in connection with, the Transactions) or (b) except for the representations and warranties made by Versum in Article V and in any certificate delivered by Versum pursuant to Article VIII, any oral or written information made available to Parent or Merger Sub or any of Parent's Affiliates or each of their Representatives in the course of their evaluation of Versum, the negotiation of this Agreement or in the course of the Transactions. Notwithstanding the foregoing, nothing in this Section 6.9 shall limit Parent's or Merger Sub's remedies in the event of common law fraud arising from the express representations and warranties made by Versum in Article V.

ARTICLE VII.

COVENANTS

7.1 Interim Operations.

(a) Versum covenants and agrees as to itself and its Subsidiaries that, after the date of this Agreement and prior to the Effective Time (unless Parent shall otherwise approve in writing (which approval shall not be unreasonably withheld, conditioned or delayed)), and except as otherwise expressly contemplated by this Agreement or as set forth in Section 7.1(a) of the Versum Disclosure Letter, (i) the business of it and its Subsidiaries shall be conducted in all material respects in the Ordinary Course and (ii) to the extent consistent therewith, it and its

Subsidiaries shall use their respective commercially reasonable efforts to preserve their business organizations intact and maintain existing relations and goodwill with Governmental Entities, customers, suppliers, licensors, licensees, distributors, creditors, lessors, Employees and business associates and keep available the services of its and its Subsidiaries' present officers, Employees and agents, except as otherwise expressly contemplated by this Agreement.

(b) Without limiting the generality of and in furtherance of Section 7.1(a), from the date of this Agreement until the Effective Time, except as otherwise (w) expressly contemplated by this Agreement, (x) required by applicable Law, (y) as approved in writing by Parent (which approval shall not be unreasonably withheld, conditioned or delayed) or (z) set forth in Section 7.1(b) of the Versum Disclosure Letter, Versum, on its own account, shall not and shall cause its Subsidiaries not to:

(i) make or propose any change to Versum's Organizational Documents or, except for amendments that would both not materially restrict the operations of Versum's businesses and not reasonably be expected to prevent, materially delay or materially impair the ability of Versum to consummate the Transactions, the Organizational Documents of any of its Subsidiaries;

(ii) other than in the Ordinary Course, except for any such transactions among its direct or indirect wholly owned Subsidiaries, (A) merge or consolidate itself or any of its Subsidiaries with any other Person, or (B) restructure, reorganize or completely or partially liquidate;

(iii) acquire assets outside of the Ordinary Course from any other Person (A) with a fair market value or purchase price in excess of $75 million in the aggregate in any transaction or series of related transactions (including incurring any Indebtedness related thereto), in each case, including any amounts or value reasonably expected to be paid in connection with a future earn-out, purchase price adjustment, release of "holdback" or similar contingent payment obligation, or (B) that would reasonably be expected to prevent, materially delay or materially impair the ability of Versum to consummate the Transactions, in each case, other than acquisitions of inventory or other goods in the Ordinary Course and transactions among Versum and its direct or indirect wholly owned Subsidiaries or among Versum's direct or indirect wholly-owned Subsidiaries;

(iv) issue, sell, pledge, dispose of, grant, transfer, encumber, or authorize the issuance, sale, pledge, disposition, grant, transfer, lease, license, guarantee or Encumbrance of, or otherwise enter into any Contract or understanding with respect to the voting of, any shares of its capital stock or of any of its Subsidiaries (other than the issuance of shares (A) by its direct or indirect wholly owned Subsidiary to it or another of its direct or indirect wholly owned Subsidiaries, (B) in respect of equity-based awards outstanding as of the date of this Agreement, or (C) granted in accordance with Section 7.1(b)(xvi), in each of clauses (B) and (C), in accordance with their terms and, as applicable, the plan documents as in effect on the date of this Agreement), or securities convertible or exchangeable into or exercisable for any shares of such capital stock, or any options, warrants or other rights of any kind to acquire any shares of such capital stock or such convertible or exchangeable securities;

(v) create or incur any Encumbrance (other than any Permitted Encumbrances) over any material portion of Versum's and its Subsidiaries' consolidated properties and assets that is not incurred in the Ordinary Course on any of its assets or any of its Subsidiaries, except for Encumbrances (A) that are required by or automatically effected by Contracts in place as of the day hereof, (B) that do not materially detract from the value of such assets or (C) that do not materially impair the operations of Versum or any of its Subsidiaries;

(vi) make any loans, advances, guarantees or capital contributions to or investments in any Person (other than to or from Versum and any of its direct or indirect wholly owned Subsidiaries or in accordance with Section 7.1(b)(xvi)) in excess of $10 million in the aggregate;

(vii) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock (except for dividends paid by any direct or indirect wholly owned Subsidiary to it or to any other direct or indirect wholly owned Subsidiary) or modify in any material respect its dividend policy; provided, that Versum may make, declare and pay one regular quarterly cash dividend in each fiscal quarter in an amount per share of up to $0.08 per quarter and with a record date consistent with the record date for each quarterly period;

(viii) reclassify, split, combine, subdivide or redeem, purchase (through Versum's share repurchase program or otherwise) or otherwise acquire, directly or indirectly, any of its capital stock or securities convertible or exchangeable into or exercisable for any shares of its capital stock, other than with respect to (A) the capital stock or other equity interests of a direct or indirect wholly owned Subsidiary of Versum or (B) the acquisition of shares of Versum Common Stock tendered by Employees in connection with a cashless exercise of Versum Options outstanding as of the date hereof or in order to pay Taxes in connection with the exercise or vesting of Versum equity awards outstanding as of the date hereof or granted in accordance with Section 7.1(b)(xvi), pursuant to the terms of the Versum Stock Plan and the applicable award agreement, in the Ordinary Course;

(ix) except to the extent expressly provided by, and consistent with, Section 7.1(b)(ix) of the Versum Disclosure Letter, make or authorize any payment of, or accrual or commitment for, capital expenditures, except any such expenditure (A) not in excess of $25 million in the aggregate during any consecutive twelve (12) month period (other than capital expenditures within the thresholds set forth in Section 7.1(b)(ix) of the Versum Disclosure Letter), (B) expenditures not in excess of $10 million (net of insurance proceeds) in the aggregate that Versum reasonably determines are necessary to avoid a material business interruption or maintain the safety and integrity of any asset or property or (C) paid by any direct or indirect wholly owned Subsidiary to Versum or to any other direct or indirect wholly owned Subsidiary of Versum, in each case in response to any unanticipated and subsequently discovered events, occurrences or developments (provided that Versum will use its reasonable best efforts to consult with Parent prior to making or agreeing to any such capital expenditure);

(x) other than in the Ordinary Course, enter into any Contract that would have been a Material Contract had it been entered into prior to this Agreement, adversely amend, modify, supplement or waive, terminate, assign, convey, Encumber or otherwise transfer,

in whole or in part, rights or interest pursuant to or in any Material Contract other than (A) expirations and renewals of any such Contract in the Ordinary Course in accordance with the terms of such Contract, (B) non-exclusive licenses, covenants not to sue, releases, waivers or other non-exclusive rights under Intellectual Property owned by Versum and its Subsidiaries granted in the Ordinary Course, or (C) any agreement among Versum and its direct or indirect wholly owned Subsidiaries or among Versum's direct or indirect wholly owned Subsidiaries;

(xi) other than in the Ordinary Course or with respect to amounts that are not material to Versum and its Subsidiaries, taken as a whole, cancel, modify or waive any debts or claims held by it or any of its Subsidiaries or waive any rights held by it or any of its Subsidiaries except debts or claims among Versum and its direct or indirect wholly owned Subsidiaries or among Versum's direct or indirect wholly owned Subsidiaries;

(xii) settle or compromise, or offer or propose to settle or compromise any material Proceeding, including before a Governmental Entity, except in accordance with the parameters set forth in Section 7.1(b)(xii) of the Versum Disclosure Letter; provided that no such settlement or compromise, or offer in respect thereof, may involve any injunctive or other non-monetary relief which, in either case, imposes any material restrictions on the business operations of Versum and its Subsidiaries or Affiliates, or, after the Effective Time, the Combined Company;

(xiii) materially amend any material financial accounting policies or procedures, except as required by changes to GAAP;

(xiv) enter into any material closing agreement with respect to Taxes, settle any material Tax claim, audit, assessment or dispute materially in excess of the amount reserved therefore, surrender any right to claim a refund of a material amount of Taxes, or fail to file when due (taking into account any available extensions) any material Tax Return;

(xv) transfer, sell, lease, divest, cancel, abandon, allow to lapse or expire or otherwise dispose of, or permit or suffer to exist the creation of any Encumbrance upon, any assets (tangible or intangible), product lines or businesses material to it and its Subsidiaries, taken as a whole, including capital stock of any of its Subsidiaries, except in connection with (A) sales of or non-exclusive licenses of the foregoing provided in the Ordinary Course, (B) sales of obsolete assets, (C) sales, leases, licenses or other dispositions of assets (not including services) with a fair market value not in excess of $15 million in the aggregate other than pursuant to Material Contracts in effect prior to the date of this Agreement, or entered into after the date of this Agreement in accordance with this Agreement and (D) sales among Versum and its direct or indirect wholly owned Subsidiaries or among Versum's direct or indirect wholly owned Subsidiaries;

(xvi) except as required by the terms of any Benefit Plan as in effect on the date hereof, as permitted under this Agreement or as required by applicable Law, increase or change the compensation or benefits payable to any Employee other than in the Ordinary Course; provided that, notwithstanding the foregoing, except as expressly disclosed in Section 7.1(b)(xvi) of the Versum Disclosure Letter or required pursuant to a Versum Benefit Plan in effect as of the date of this Agreement, Versum shall not: (A) grant any new long-term incentive or equity-based

awards or amend or modify the terms of any such outstanding awards under any Versum Benefit Plan, (B) grant any retention or transaction bonuses, (C) increase or change the compensation or benefits payable to any executive officer (other than (x) changes in health and welfare benefits that are generally applicable to all salaried Employees in the Ordinary Course or (y) increases in the base salaries and benefits of any executive officer in the Ordinary Course), (D) terminate, enter into, amend or renew (or communicate any intention to take such action) any material Benefit Plan, other than routine amendments to health and welfare plans (other than severance plans) that do not materially increase benefits or result in a material increase in administrative costs, or, other than as permitted by Section 7.1(b)(xvi) of the Versum Disclosure Letter, adopt any compensation or benefit arrangement that would be a material Benefit Plan if it were in existence as of the date of this Agreement, (E) accelerate the vesting of any compensation for the benefit of any Employee, (F) increase or change the severance terms applicable to any Employee, (G) take any action to fund or secure the payment of any amounts under any Benefit Plan, (H) other than as required by GAAP, change any assumptions used to calculate funding or contribution obligations under any Benefit Plan, or increase or accelerate the funding rate in respect of any Benefit Plan, or (I) terminate the employment of any executive officer (other than for cause) or hire any new executive officer (other than as a replacement hire receiving substantially similar terms of employment); provided, that, to the extent that Versum intends to hire an individual to replace a named executive officer of Versum, Versum shall first consult in good faith with Parent prior to, and with respect to, the hiring of such individual;

(xvii) recognize any Labor Organization as the representative of any of the employees of Versum or its Subsidiaries, or become a party to, establish, adopt, amend, commence negotiations for or terminate any collective bargaining agreement or other similar written agreement with a Labor Organization, in each case, other than in the Ordinary Course or as required by applicable Law;

(xviii) incur any Indebtedness (including the issuance of any debt securities, warrants or other rights to acquire any debt security) or guarantee any such Indebtedness, except for (A) Indebtedness for borrowed money incurred in the Ordinary Course under Versum's revolving credit facilities and other lines of credit existing as of the date of this Agreement, (B) guarantees by Versum or any direct or indirect wholly owned Subsidiary of Versum of Indebtedness of Versum or any other direct or indirect wholly owned Subsidiary of Versum, (C) Indebtedness incurred in connection with a refinancing or replacement of existing Indebtedness (but in all cases which refinancing or replacement shall not increase the aggregate amount of Indebtedness permitted to be outstanding thereunder and in each case on customary commercial terms consistent in all material respects with the Indebtedness being refinanced or replaced), (D) Indebtedness incurred pursuant to letters of credit, performance bonds or other similar arrangements in the Ordinary Course, (E) interest, exchange rate and commodity swaps, options, futures, forward contracts and similar derivatives or other hedging Contracts (1) not entered for speculative purposes and (2) entered into in the Ordinary Course and in compliance with its risk management and hedging policies or practices in effect on the date of this Agreement, (F) Indebtedness incurred by mutual agreement of the Parties in accordance with Section 7.7 or (G) Indebtedness incurred among Versum and its direct or indirect wholly owned Subsidiaries or among Versum's direct or indirect wholly owned Subsidiaries;

(xix) convene any special meeting (or any adjournment or postponement thereof) of Versum's stockholders other than the Versum Stockholders Meeting; or

(xx) agree or commit to do any of the foregoing.

(c) Nothing contained in this Agreement shall give Parent or Merger Sub, directly or indirectly, the right to control or direct Versum's operations prior to the Effective Time. Prior to the Effective Time, Versum will exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations. Notwithstanding anything in this Agreement to the contrary, no consent of Parent or Merger Sub shall be required with respect to any matter set forth in this Section 7.1 or elsewhere in this Agreement to the extent that the requirement of such consent would, upon the advice of outside antitrust legal counsel, violate applicable Antitrust Law. Nothing in this Agreement, including any of the actions, rights or restrictions set forth herein, will be interpreted in such a way as to require compliance by any Party if such compliance would result in the violation of any rule, regulation or policy of any applicable Law.

7.2 Acquisition Proposals; Change of Recommendation.

(a) No Solicitation. Except as expressly permitted by this Section 7.2, Versum shall not, and none of its Subsidiaries shall, and shall cause its and its Subsidiaries' directors, officers and employees not to, and not permit its investment bankers, attorneys, accountants and other advisors or representatives to (such directors, officers, employees, investment bankers, attorneys, accountants and other advisors or representatives, collectively, "**Representatives**"), directly or indirectly:

(i) initiate, solicit, propose, knowingly encourage (including by way of furnishing information) or knowingly take any action designed to facilitate any inquiry regarding, or the making of any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to, an Acquisition Proposal;

(ii) engage in, continue or otherwise participate in any discussions with or negotiations relating to, or otherwise cooperate in any way with, any Acquisition Proposal or any inquiry, proposal or offer that would reasonably be expected to lead to an Acquisition Proposal (other than to state that the terms of this provision prohibit such discussions or negotiations);

(iii) provide any nonpublic information to any Person in connection with any Acquisition Proposal or any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to an Acquisition Proposal; or

(iv) otherwise knowingly facilitate any effort or attempt to make an Acquisition Proposal or any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to an Acquisition Proposal.

(b) Exceptions. Notwithstanding anything in Section 7.2(a) to the contrary, prior to the time, but not after, the Requisite Versum Vote is obtained, in response to an unsolicited, *bona fide* written Acquisition Proposal received after the date of this Agreement (that did not arise from or in connection with a breach of the obligations set forth in this Section 7.2), Versum may:

(i) provide information in response to a request therefor (including nonpublic information regarding it or any of its Subsidiaries) to the Person who made such Acquisition Proposal, provided that such information has previously been made available to, or is made available to, Parent prior to or substantially concurrently with the time such information is made available to such Person and that, prior to furnishing any such information, Versum receives from the Person making such Acquisition Proposal an executed confidentiality agreement containing terms that are generally not less restrictive to the other party than the terms in the Confidentiality Agreement are on Parent (provided that such confidentiality agreement need not include any "standstill" terms), and which confidentiality agreement does not prohibit compliance with this Section 7.2(b)(i); and

(ii) participate in any discussions or negotiations with any such Person regarding such Acquisition Proposal;

in each case, if, and only if, prior to taking any action described in clauses (i) or (ii) above, the Versum Board determines in good faith after consultation with its outside legal counsel that, based on the information then available and after consultation with its financial advisor, such Acquisition Proposal either constitutes a Superior Proposal or could reasonably be expected to result in a Superior Proposal.

(c) Representatives. Any violation of the restrictions contained in this Section 7.2 by any of Versum's Representatives shall be deemed to be a breach of this Section 7.2 by Versum. Versum shall use reasonable best efforts to ensure that its Representatives are aware of the provisions of this Section 7.2.

(d) Notice of Acquisition Proposals. Versum shall promptly (and, in any event, within twenty-four (24) hours) give notice to Parent if (i) any inquiries, proposals or offers with respect to an Acquisition Proposal are received by, (ii) any information is requested in connection with any Acquisition Proposal from, or (iii) any discussions or negotiations with respect to an Acquisition Proposal are sought to be initiated or continued with, it or any of its Representatives, setting forth in such notice the name of such Person and the material terms and conditions of any proposals or offers (including, if applicable, complete copies of any written requests, proposals or offers, including proposed agreements) and thereafter shall keep Parent informed, on a current basis (and, in any event, within twenty-four (24) hours), of the status and material terms of any such proposals or offers (including any amendments thereto) and the status of any such discussions or negotiations, including any change in its intentions as previously notified.

(e) No Change of Recommendation.

(i) Except as permitted by Section 7.2(e)(ii), Section 7.2(e)(iii) or Section 7.2(f), the Versum Board, including any committee thereof, agrees it shall not:

(A) withhold, withdraw, qualify or modify (or publicly propose or resolve to withhold, withdraw, qualify or modify) the Versum Recommendation in a manner adverse to Parent;

(B) fail to include the Versum Recommendation in the Proxy Statement;

(C) fail to recommend against acceptance of a tender or exchange offer by its stockholders pursuant to Rule 14d-2 under the Exchange Act for outstanding shares of Versum Common Stock (other than by Parent or an Affiliate of Parent), in each case, within ten (10) Business Days after the commencement of such tender offer or exchange offer (or, if earlier, prior to the Versum Stockholders Meeting) (for the avoidance of doubt, the taking of no position or a neutral position by the Versum Board in respect of the acceptance of any such tender offer or exchange offer as of the end of such period shall constitute a failure to recommend against acceptance of any such offer);

(D) approve or recommend, or publicly declare advisable or publicly propose to approve or recommend, or publicly propose to enter into, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other agreement (other than a confidentiality agreement referred to in Section 7.2(b) entered into in compliance with Section 7.2(b)) relating to any Acquisition Proposal (an "**Alternative Acquisition Agreement**", and any of the actions set forth in the foregoing clauses (A), (B), (C) and (D), a "**Change of Recommendation**"); or

(E) cause or permit Versum to enter into an Alternative Acquisition Agreement.

(ii) Notwithstanding anything in this Agreement to the contrary, prior to the time, but not after, the Requisite Versum Vote is obtained, if an unsolicited, *bona fide* written Acquisition Proposal received after the date of this Agreement that did not arise from or in connection with a breach of the obligations set forth in Section 7.2(a) is received by Versum and is not withdrawn, and the Versum Board determines in good faith, after consultation with its outside legal counsel and its financial advisor that such Acquisition Proposal constitutes a Superior Proposal, the Versum Board may (x) effect a Change of Recommendation or (y) terminate this Agreement pursuant to Section 9.4(b), in order to enter into a definitive written agreement with respect to such Superior Proposal; provided, however, that, prior to taking such action described in clauses (x) or (y) above, Versum has given Parent written notice of such action and the basis therefor four (4) Business Days in advance, which notice shall set forth in writing that the Versum Board intends to consider whether to take such action (such notice, the "**Board Recommendation Notice**") and comply in form, substance and delivery with the provisions of Section 7.2(d). After giving such Board Recommendation Notice and prior to taking any action described in clauses (x) or (y) above, Versum shall negotiate in good faith with Parent (to the extent Parent wishes to negotiate), to make such revisions to the terms of this Agreement as would cause such Acquisition Proposal to cease to be a Superior Proposal. At the end of the four (4) Business Day period, prior to and as a condition to taking any action described in clauses (x) or (y) above, the Versum Board shall take into account any changes to

the terms of this Agreement proposed in writing by Parent and any other information offered by Parent in response to the Board Recommendation Notice, and shall have determined in good faith after consultation with its outside legal counsel and its financial advisor that in the case of a Superior Proposal, such Superior Proposal would continue to constitute a Superior Proposal, if such changes offered in writing by Parent were to be given effect. Any amendment to the financial terms and any other material amendment to any Acquisition Proposal will be deemed to be a new Acquisition Proposal for purposes of Section 7.2(d) and this Section 7.2(e)(ii) and require a new Board Recommendation Notice, except that references in this Section 7.2(e)(ii) to "four (4) Business Days" shall be deemed to be references to "two (2) Business Days" and such two (2) Business Day period shall expire at 11:59 p.m. on the second (2nd) Business Day immediately following the day on which such new Board Recommendation Notice is delivered (it being understood and agreed that in no event shall any such additional two (2) Business Day period be deemed to shorten the initial four (4) Business Day period).

(iii) Notwithstanding anything in this Agreement to the contrary, prior to the time, but not after, the Requisite Versum Vote is obtained, the Versum Board may effect a Change of Recommendation (A) if an Intervening Event has occurred, and (B) prior to taking such action, the Versum Board determines in good faith, after consultation with its outside legal counsel and its financial advisor, that failure to take such action in response to such Intervening Event would reasonably be expected to be inconsistent with the directors' fiduciary duties under applicable Law; provided, however, that prior to making such Change of Recommendation, Versum has given Parent a Board Recommendation Notice four (4) Business Days in advance, which notice shall comply in form, substance and delivery with the provisions of Section 7.2(d) and include a reasonably detailed description of such Intervening Event. After giving such Board Recommendation Notice and prior to effecting a Change of Recommendation, Versum shall negotiate in good faith with Parent (to the extent Parent wishes to negotiate), to make such revisions to the terms of this Agreement. At the end of the four (4) Business Day period, prior to and as a condition to effecting a Change of Recommendation, the Versum Board shall take into account any changes to the terms of this Agreement proposed in writing by Parent and any other information offered by Parent in response to the Board Recommendation Notice, and shall have determined in good faith after consultation with its outside legal counsel and its financial advisor that (I) such Intervening Event remains in effect and (II) the failure to effect a Change of Recommendation in response to such Intervening Event would reasonably be expected to be inconsistent with the directors' fiduciary duties under applicable Law if such changes offered in writing by Parent were to be given effect.

(f) Certain Permitted Disclosure. Nothing contained in this Section 7.2 shall prohibit Versum from (i) complying with its disclosure obligations under applicable United States federal or state Law with regard to an Acquisition Proposal or (ii) making any "stop, look and listen" or similar communication of the type contemplated by Rule 14d-9(f) under the Exchange Act pending disclosure of its position thereunder; provided, that, the foregoing notwithstanding, Versum may not effect a Change of Recommendation except in accordance with Section 7.2(e)(ii) or Section 7.2(e)(iii).

(g) Existing Discussions. Versum shall, and shall cause its Subsidiaries to, and shall use its reasonable best efforts to cause its Representatives to, immediately cease and cause to be terminated any existing activities, discussions or negotiations with any Person

(including Entegris) conducted heretofore with respect to any Acquisition Proposal, or proposal that would reasonably be expected to lead to an Acquisition Proposal. Versum shall promptly deliver a written notice to each such Person providing only that Versum is ending all discussions and negotiations with such Person with respect to any Acquisition Proposal, or proposal or transaction that would reasonably be expected to lead to an Acquisition Proposal, which notice shall also request the prompt return or destruction of all confidential information concerning Versum and any of its Subsidiaries heretofore furnished to such Person by or on behalf of Versum or any of its Subsidiaries. Versum will promptly terminate all physical and electronic data access previously granted to such Persons.

(h) Standstill Provisions. During the period commencing with the execution and delivery of this Agreement and continuing until the earlier to occur of the termination of this Agreement pursuant to Article IX and the Effective Time, Versum shall not terminate, amend, modify or waive any provision of any confidentiality, "standstill" or similar agreement to which Versum or any of their respective Subsidiaries is a party and shall enforce, to the fullest extent permitted under applicable Law, the provisions of any such agreement, including by obtaining injunctions to prevent any breaches of such agreements and to enforce specifically the terms and provisions thereof.

(i) Further Actions.

(i) Parent shall and shall cause its Subsidiaries to, as applicable, as soon as reasonably practicable (and in any event within one Business Day after the date of this Agreement), (A) file an amendment to the Tender Offer Statement on Schedule TO filed with the SEC by Parent on March 26, 2019 to irrevocably withdraw and terminate the offer contemplated thereby, and (B) withdraw the proxy statement on Schedule 14A filed with the SEC by Parent on March 22, 2019.

(ii) Versum shall and shall cause its Subsidiaries to, as applicable, as soon as reasonably practicable (and in any event within one Business Day after the date of this Agreement), (A) terminate all solicitation efforts with respect to the joint proxy statement/prospectus on Schedule 14A filed with the SEC by Versum on March 20, 2019 and take all reasonable action to withdraw such joint proxy statement/prospectus, and (B) cancel the special meeting of Versum's stockholders contemplated by the Entegris Agreement and provide notice of such cancellation to Versum stockholders as required by Law or reasonably requested by Parent.

7.3 Proxy Statement Filing; Information Supplied.

(a) As promptly as practicable after the date of this Agreement, Versum shall prepare and cause to be filed with the SEC the proxy statement relating to the Versum Stockholders Meeting (as amended or supplemented from time to time, the "**Proxy Statement**"). Versum shall use its reasonable best efforts to respond promptly to comments from the SEC and, after the SEC staff advises that it has no further comments thereon or that Versum may commence mailing the Proxy Statement, to promptly thereafter mail the Proxy Statement to the stockholders of Versum. Versum shall promptly notify Parent of the receipt of all comments from the SEC and of any request by the SEC for any amendment or supplement to the Proxy

Statement or for additional information and shall promptly provide to Parent copies of all correspondence between it or any of its Representatives and the SEC with respect to the Proxy Statement. Each of Parent and Merger Sub will furnish to Versum the information relating to it as required by the Exchange Act and the rules and regulations promulgated thereunder to be set forth in the Proxy Statement and provide such other assistance as may be reasonably required by Versum.

(b) Each of Versum and Parent agrees, as to itself and its Subsidiaries, that none of the information supplied or to be supplied by it or its Subsidiaries for inclusion or incorporation by reference in the Proxy Statement and any amendment or supplement thereto will, at the date of mailing to the stockholders of Versum and at the time of the Versum Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Versum will cause the Proxy Statement to comply as to form in all material respects with the applicable provisions of the Securities Act and the rules and regulations thereunder. If, at any time prior to the Effective Time, either Party obtains knowledge of any information pertaining to it or previously provided by it for inclusion in the Proxy Statement that would require any amendment or supplement to the Proxy Statement so that any of such documents would not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, such Party shall promptly advise the other Party and the Parties shall cooperate in the prompt filing with the SEC of any necessary amendment or supplement to the Proxy Statement and, as required by applicable Law, in disseminating the information contained in such amendment or supplement to the Versum stockholders.

(c) Versum will provide legal counsel to Parent with a reasonable opportunity to review and comment on drafts of the Proxy Statement, responses to any comments from the SEC with respect thereto, and other documents related to the Versum Stockholders Meeting, prior to filing such documents with the applicable Governmental Entity and mailing such documents to the stockholders of Versum. Versum will include in the Proxy Statement and such other documents related to the Versum Stockholders Meeting all comments reasonably and promptly proposed by Parent or its legal counsel and each Party agrees that all information relating to Parent and its Subsidiaries included in the Proxy Statement shall be in form and content satisfactory to Parent, acting reasonably. Notwithstanding the foregoing, the provisions of this Section 7.3(c) shall (i) not apply with respect to information relating to a Change of Recommendation and (ii) in respect of documents filed by Versum that are incorporated by reference in the Proxy Statement, apply only with respect to the information relating to Parent or Merger Sub or the business of Parent or Merger Sub.

7.4 Stockholders Meeting.

(a) Versum will take, in accordance with applicable Law and its Organizational Documents, all action necessary to convene the Versum Stockholders Meeting as promptly as practicable after the SEC staff advises that it has no further comments on the Proxy Statement or that Versum may commence mailing the Proxy Statement, to consider and vote upon the adoption of this Agreement and to cause such vote to be taken, and shall not postpone

or adjourn such meeting except to the extent required by Law, in accordance with Section 7.4(b), or if, as of the time for which the Versum Stockholders Meeting was originally scheduled (as set forth in the Proxy Statement), there are insufficient shares of Versum Common Stock represented (either in person or by proxy) and voting to adopt this Agreement or to constitute a quorum necessary to conduct the business of the Versum Stockholders Meeting. Versum shall, subject to the right of the Versum Board to effect a Change of Recommendation in accordance with Section 7.2(e)(ii) or Section 7.2(e)(iii), use reasonable best efforts to solicit from the stockholders of Versum proxies in favor of the proposal to adopt this Agreement and to secure the Requisite Versum Vote (it being understood that the foregoing shall not require the Versum Board to recommend in favor of the adoption of this Agreement, if a Change of Recommendation has been effected in accordance with Section 7.2(e)(ii) or Section 7.2(e)(iii)).

(b) Versum agrees (i) to provide Parent reasonably detailed periodic updates concerning proxy solicitation results on a timely basis and (ii) to give written notice to Parent one (1) day prior to the Versum Stockholders Meeting and on the day of, but prior to the Versum Stockholders Meeting, indicating whether as of such date sufficient proxies representing the Requisite Versum Vote have been obtained. Notwithstanding the foregoing, if, on a date that is two (2) Business Days prior to the date the Versum Stockholders Meeting is scheduled, (A) Versum has not received proxies representing the Requisite Versum Vote, whether or not a quorum is present or (B) it is necessary to ensure that any supplement or amendment to the Proxy Statement is required to be delivered, Versum may, or if Parent so requests, shall, postpone or adjourn, or make one or more successive postponements or adjournments of, the Versum Stockholders Meeting, as long as the date of the Versum Stockholders Meeting is not postponed or adjourned more than ten (10) days in connection with any one postponement or adjournment or to a date that is no later than three (3) Business Days prior to the Outside Date.

(c) Without limiting the generality of the foregoing, but subject to Versum's right to terminate this Agreement pursuant to Section 9.4(b), Versum agrees that its obligations to hold the Versum Stockholders Meeting pursuant to this Section 7.4 shall not be affected by the making of a Change of Recommendation by the Versum Board, and its obligations pursuant to this Section 7.4 shall not be affected by the commencement of or announcement or disclosure of or communication to Versum, of any Acquisition Proposal (including any Superior Proposal) or the occurrence or disclosure of an Intervening Event.

(d) The only matters to be voted upon at the Versum Stockholders Meeting shall be the Requisite Versum Vote and routine proposals required in connection with such vote.

7.5 Cooperation; Efforts to Consummate.

(a) On the terms and subject to the conditions set forth in this Agreement (including Section 7.2), Versum and Parent shall cooperate with each other and use (and shall cause their respective Subsidiaries to use) their respective reasonable best efforts to take or cause to be taken all actions, and to do or cause to be done all things, reasonably necessary, proper or advisable on its part under this Agreement and applicable Law to cause the conditions to Closing to be satisfied as promptly as reasonably practicable and advisable (and in any event no later than the Outside Date) and consummate and make effective the Transactions as soon as reasonably practicable, including preparing and filing as promptly as reasonably practicable and advisable

all documentation to effect all necessary notices, reports and other Filings, obtaining as promptly as reasonably practicable (and in any event no later than the Outside Date) all actions or nonactions, waivers, consents, registrations, expirations or terminations of waiting periods, approvals, permits and authorizations ("**Consents**") necessary or advisable to be obtained from any third party or any Governmental Entity in order to consummate the Transactions, executing and delivering any additional instruments necessary to consummate the Transactions and refraining from taking any action that would reasonably be expected to impede, interfere with, prevent or materially delay the consummation of the Transactions.

(b) Versum and Parent shall jointly develop and consult and cooperate in all respects with one another, and consider in good faith the views of one another, in connection with the form and content of any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made with, or submitted to, any third party or any Governmental Entity in connection with the Transactions (including the Proxy Statement); provided, however, that to the extent legally permissible and promptly following the date of this Agreement, Parent shall determine whether filings are to be made in individual European countries or with the European Commission, subject to good faith consultation with Versum prior to taking any material substantive positions with respect to a filing under the Council Regulation (EC) No. 139/2004 of the European Union. Neither Versum nor Parent shall permit any of its officers or other Representatives to participate in any substantive meeting, telephone call or conference with any Governmental Entity in respect of any Filing, investigation or otherwise relating to the Transactions unless, to the extent reasonably practicable, it consults with the other Party in advance and, to the extent permitted by such Governmental Entity, gives the other Party the opportunity to attend and participate therein. Each of the Parties shall use reasonable best efforts to furnish to each other all information required for any Filing, other than confidential or proprietary information not directly related to the Transactions, and to give the other Party reasonable prior notice of any such Filing and, to the extent practicable, keep the other Party reasonably informed with respect to the status of each Consent sought from a Governmental Entity in connection with the Transactions and the material communications between such Party and such Governmental Entity, and, to the extent practicable, permit the other Party to review and discuss in advance, and consider in good faith the views of the other in connection with any such Filing or communication. Each of the Parties shall promptly furnish the other with copies of all correspondence, Filings (except for the Parties' initial HSR Act filings) and material communications between them and their Affiliates and Representatives, on one hand, and any such Governmental Entity or its respective staff on the other hand, with respect to the Transactions in order for such other Party to meaningfully consult and participate in accordance with this Section 7.5, provided that materials furnished pursuant to this Section 7.5 may be redacted as necessary to address reasonable attorney-client or other privilege or confidentiality concerns. Subject to applicable Law, Versum and its Subsidiaries shall not agree to any actions, restrictions or conditions with respect to obtaining any Consent in connection with the Transactions, and neither party shall directly or indirectly agree to extend any applicable waiting period (including under the HSR Act) or enter into any agreement with a Governmental Entity related to this Agreement or the Transactions, in each case, without the prior written consent of the other Party. In exercising the foregoing rights, each of Versum and Parent shall act reasonably and as promptly as reasonably practicable.

(c) Subject to Section 7.1(b) of the Versum Disclosure Letter, neither Parent nor Versum shall, and each of them shall cause their respective Affiliates not to, take any action, including acquiring any asset, property, business or Person (by way of merger, consolidation, share exchange, investment, other business combination, asset, stock or equity purchase, or otherwise), in each case, that could reasonably be expected to materially impair, adversely affect or materially delay obtaining or making any Filing contemplated by this Section 7.5 or the timely receipt thereof.

(d) Without limiting the generality of the undertakings pursuant to this Section 7.5, but on the terms and subject to the conditions set forth in this Agreement, including Section 7.5(e), each of Versum and Parent agree to take or cause to be taken the following actions:

(i) subject to applicable Law, the prompt provision to each and every federal, state, local or foreign court or Governmental Entity with jurisdiction over enforcement of any applicable Antitrust Law or Section 721 (each, a "**Governmental Antitrust or Security Entity**") of non-privileged information and documents requested by any Governmental Antitrust or Security Entity or that are necessary, proper or advisable to permit consummation of the Transactions;

(ii) the prompt use of its reasonable best efforts to take all reasonably necessary, proper or advisable steps to (A) avoid the entry of, and (B) resist, vacate, modify, reverse, suspend, prevent, eliminate or remove any actual, anticipated or threatened temporary, preliminary or permanent injunction or other order, decree, decision, determination or judgment entered or issued, or that becomes reasonably foreseeable to be entered or issued, in any Proceeding or inquiry of any kind, in the case of each of the foregoing clauses (A) and (B), that would reasonably be expected to delay, restrain, prevent, enjoin or otherwise prohibit or make unlawful the consummation of the Transactions, including (I) the defense through litigation (excluding any appeals) on the merits of any claim asserted in any court, agency or other Proceeding by any person or entity (including any Governmental Antitrust or Security Entity) seeking to delay, restrain, prevent, enjoin or otherwise prohibit consummation of the Transactions and (II) (x) proposing, negotiating, committing to and agreeing to sell, lease, license, divest or otherwise dispose of, or hold separate pending such disposition, (y) agreeing to restrictions or actions that after the Effective Time would limit Parent's or its Subsidiaries' (including Versum's) or Affiliates' freedom of action or operations with respect to, or its ability to retain, one or more of its or its Subsidiaries' businesses, product lines or assets or (z) agreeing to enter into, modify or terminate existing contractual relationships, contractual rights or contractual obligations, and promptly effecting the sale, lease, license, divestiture, disposal and holding separate of, assets, operations, rights, product lines, licenses, businesses or interests therein of Versum or Parent or either of their respective Subsidiaries (and the entry into agreements with, and submission to orders of, the relevant Governmental Antitrust or Security Entity giving effect thereto or to such restrictions or actions) (such sale, lease, license, defense through litigation, divestiture, disposal and holding separate or other action described in clauses (I) or (II), a "**Regulatory Remedy**") if such Regulatory Remedy should be reasonably necessary, proper or advisable so as to permit the consummation of the Transactions on a schedule as close as possible to that contemplated herein. Nothing in this Section 7.5(d) shall require either Parent or Versum to effectuate or agree to effectuate any Regulatory Remedy unless such Regulatory Remedy is conditioned upon the Closing and only effective following the Closing.

(e) Notwithstanding anything in this Section 7.5 to the contrary, neither this Section 7.5 nor the "reasonable best efforts" standard herein shall require, or be construed to require, (x) Versum or Parent or any of their respective Subsidiaries or other Affiliates to (i) waive any of the conditions set forth in Article VIII as they apply to such Party or (ii) take, effect or agree to any Regulatory Remedy unless such Regulatory Remedy is conditioned upon the occurrence of the Closing or is effective on or after the Closing, or (y) Parent or any of its Subsidiaries or other Affiliates to take, effect or agree to any Regulatory Remedy that individually or in the aggregate with any other Regulatory Remedy to be taken, effected or agreed to, would reasonably be expected to have a material adverse effect on the business, operations, financial condition or results of operations of (A) Versum and its Subsidiaries, taken as a whole from and after the Effective Time, (B) Parent and its Subsidiaries (excluding Versum and its Subsidiaries), taken as a whole from and after the Effective Time, treating for this purpose the effects of all Regulatory Remedies as if they affected a company the size of, and having the financial and operating metrics of, Versum and its Subsidiaries, taken as a whole, or (C) Parent and its Subsidiaries (including Versum and its Subsidiaries), taken as a whole from and after the Effective Time, treating for this purpose the effects of all Regulatory Remedies as if they affected a company twice the size of, and having financial and operating metrics twice the size of, Versum and its Subsidiaries, taken as a whole (any such effect described in clause (A), (B) or (C), a "**Burdensome Effect**"), it being understood that for purposes of clause (iii) any proceeds received, or expected to be received, from effecting a Regulatory Remedy shall not be taken into consideration in making such determination.

(f) For the avoidance of doubt, Versum and Parent shall use reasonable best efforts to cooperate with each other and work in good faith in formulating any Regulatory Remedy.

7.6 Status; Notifications. Subject to applicable Law and except as otherwise required by any Governmental Entity, Versum and Parent each shall keep the other apprised of the status of material matters relating to completion of the Transactions, including promptly furnishing the other with copies of notices or other substantive communications received by Versum or Parent, as applicable, or any of its Subsidiaries, from any third party and/or any Governmental Entity with respect to the Transactions.

7.7 Financing and Indebtedness.

(a) Versum shall and shall cause its Subsidiaries to, and shall use its reasonable best efforts to cause its and their respective Representatives to, at Parent's sole expense, provide all customary cooperation reasonably requested by Parent in connection with arranging, obtaining, syndicating and consummating the financing contemplated by the Facilities Agreement and any other debt or equity financing of Parent or any of its Subsidiaries undertaken for the purpose of financing the Merger Consideration and any other amounts payable in connection with the Transactions (collectively, the "**Financing**"), including: (i) furnishing Parent with such financial and other information regarding Versum and its Subsidiaries as Parent may reasonably request in connection with any Financing; (ii) assisting Parent and the Financing

Entities in the preparation of offering and syndication materials for any Financing, including by providing information for due diligence purposes and customary letters authorizing the distribution of information relating to Versum to Financing Entities; (iii) cooperating with the marketing efforts for any portion of the Financing; (iv) cooperating with legal counsel to Parent or any Financing Entity and using reasonable best efforts to cause Versum's independent accountants to provide assistance and cooperation to Parent and its Subsidiaries in connection with any Financing, including, if required, by providing "comfort letters" in connection with any Financing; (v) providing information to rating agencies; and (vi) furnishing any documentation and other information regarding Versum and its Subsidiaries required under applicable "know your customer" and anti-money laundering and anti-terrorist financing rules and regulations.

(b) At Parent's sole expense, Versum shall cooperate with Parent and provide Parent with all reasonable assistance reasonably requested by Parent in connection with any steps Parent may determine are necessary or desirable to take to retire, repay, defease, repurchase, redeem, satisfy and discharge, cancel or otherwise terminate, in each case, conditioned upon and effective at or after the Closing, some or all amounts outstanding under the Versum Credit Agreement, the Versum Indenture or any other Indebtedness of Versum or any of its Subsidiaries, which cooperation and assistance shall include (A) arranging for, as promptly as practicable after Parent's written request, (x) the optional redemption, satisfaction and discharge, defeasance, exchange or other repurchase by Parent, any of Parent's Subsidiaries, Versum or any Versum Subsidiary of, or a tender offer or exchange offer by Parent, any of Parent's Subsidiaries, Versum or any Versum Subsidiary for, some or all of the notes issued pursuant to the Versum Indenture and (y) the repayment or prepayment of any amounts outstanding under the Versum Credit Agreement on or after the Closing Date, in each case, on such terms and conditions as are specified and reasonably requested by Parent and are in compliance with all applicable terms and conditions of the Versum Credit Agreement or the Versum Indenture, as applicable, including, in each case, by preparing and submitting, prior to the Closing Date, customary notices in respect of any such redemption, satisfaction and discharge, defeasance, exchange, other repurchase, tender offer or repayment or prepayment; provided that the consummation of any such redemption, satisfaction and discharge, defeasance, exchange offer, other repurchase, tender offer or repayment or prepayment shall be contingent upon the occurrence of the Effective Time unless otherwise agreed in writing by Versum, and Parent shall be responsible for providing the funding for any such transactions, and (B) obtaining from the applicable lenders and/or agents customary payoff letters, lien and guarantee releases and/or instruments of termination or discharge in respect of the existing Indebtedness of Versum and its Subsidiaries, including in respect of indebtedness under the Versum Credit Agreement and the Versum Indenture.

(c) Nothing in this Section 7.7 shall require cooperation to the extent that it would (i) unreasonably disrupt or interfere with the business or ongoing operations of Versum or its Subsidiaries, (ii) require Versum or any of its Subsidiaries to violate any applicable Law or any contract, in each case, material to the business of Versum and its Subsidiaries, taken as a whole, (iii) require Versum or any of its Subsidiaries to pay any fees or expenses or incur any monetary liability other than to the extent contingent upon the Closing or for which Versum shall have received reimbursement from Parent, (iv) cause any representation or warranty in this Agreement to be breached by Versum and its Subsidiaries (unless waived by Parent), (v) cause any condition to Closing in Section 8.2 to fail to be satisfied (unless waived by Parent) or

otherwise cause any breach of this Agreement by Versum or its Subsidiaries (unless waived by Parent), (vi) be reasonably expected to cause any director, officer or employee of Versum or any of its Subsidiaries to incur any personal liability, or (vii) require Versum or any of its Subsidiaries to authorize or enter into any document in connection with any Financing that would be effective prior to the Effective Time (other than customary authorization and representation letters or auditor engagement letters for purposes of effecting the cooperation envisioned hereunder).

(d) Parent shall promptly, upon request by Versum, reimburse Versum and its Subsidiaries for all out-of-pocket costs and expenses incurred by Versum, its Subsidiaries or Representatives in connection with the cooperation and assistance contemplated by this Section 7.7 (including professional fees and expenses of accountants, legal counsel and other advisors and fees and expenses of the trustee under the Versum Indenture).

(e) Parent shall indemnify, defend and hold harmless Versum, its Subsidiaries and the Representatives from and against any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by them in connection with any action taken by them in connection with this Section 7.7 except to the extent such liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties are determined by a final non-appealable judgment of a court of competent jurisdiction to have arisen out of or resulted from the gross negligence, bad faith or willful misconduct of Versum, any of its Subsidiaries or any of their respective Representatives.

(f) Parent shall not agree to or permit any amendment, supplement or other modification or replacement of, or any termination of, or grant any waiver of, any condition, remedy or other provision under, the Facilities Agreement without the prior written consent of Versum (such consent not to be unreasonably withheld, conditioned or delayed) if such amendment, supplement, modification, replacement, termination or waiver would or would reasonably be expected to (i) materially delay or prevent the Closing, (ii) reduce the aggregate amount of the Financing to an amount which is insufficient for Parent, when taken together with other cash on hand and other funding sources, to fund the amounts required to be delivered in respect of Eligible Shares pursuant to Section 2.1 upon the terms contemplated by this Agreement on the Closing Date, (iii) impose new or additional conditions or otherwise expand, amend or modify any of the conditions to the receipt of the Financing contemplated by the Facilities Agreement, in each case, in a manner that would adversely impact in any material respect the ability to obtain such Financing on or prior to the Closing Date to the extent such Financing is necessary in order to fund the amounts required to be delivered in respect of Eligible Shares pursuant to Section 2.1 or (iv) adversely impact in any material respect the ability of Parent to enforce its rights against the other parties to the Facilities Agreement. Upon any material amendment, supplement, modification, replacement, termination or waiver of the Facilities Agreement, Parent shall deliver a copy thereof to Versum and (i) references herein to "Facilities Agreement" shall include such documents as amended, supplemented, modified, replaced, terminated or waived in compliance with this Section 7.7 and (ii) references to the "Financing" shall include the financing contemplated by the Facilities Agreement as amended, supplemented, modified, replaced, terminated or waived in compliance with this Section 7.7.

(g) Notwithstanding any provision of this Section 7.7, Parent and Merger Sub each acknowledge and agree that the obtaining of financing by Parent or Merger Sub is not a condition to the Closing, and reaffirm their respective obligations to consummate the Transactions in accordance with the terms of this Agreement irrespective and independently of the availability of any financing, subject to the satisfaction or waiver of the conditions set forth herein.

7.8 Information; Access and Reports.

(a) Subject to applicable Law and the other provisions of this Section 7.8, Versum and Parent each shall (and shall cause its Subsidiaries to), upon request by the other, use reasonable best efforts to furnish the other with all information concerning itself, its Subsidiaries, directors, officers and stockholders and such other matters as may be reasonably necessary or advisable in connection with the Proxy Statement or any other statement, filing, notice or application made by or on behalf of Parent, Versum or any of their respective Subsidiaries to any third party or any Governmental Entity in connection with the Transactions. Versum shall (and shall cause its Subsidiaries to), upon giving of reasonable notice by Parent, use reasonable best efforts to afford Parent's officers and other authorized Representatives reasonable access, during normal business hours following reasonable advance notice throughout the period prior to the Effective Time, to its officers, Employees, agents, Contracts, books and records (including the work papers of Versum's independent accountants upon receipt of any required consents from such accountants and subject to the execution of customary access letters), as well as properties, offices and other facilities, and, during such period, each Party shall (and shall cause its Subsidiaries to) use reasonable best efforts to furnish promptly to the other Party all information concerning its business, properties and personnel as may reasonably be requested, including in connection with the Proxy Statement or any other statement, filing, notice or application made by or on behalf of Parent, Versum or any of their respective Subsidiaries to any third party or any Governmental Entity in connection with the Transactions.

(b) The foregoing provisions of this Section 7.8 shall not require and shall not be construed to require either Versum or Parent to permit any access to any of its officers, Employees, agents, Contracts, books or records, or its properties, offices or other facilities, or to permit any inspection, review, sampling or audit, or to disclose or otherwise make available any information that in the reasonable judgment of Versum or Parent, as applicable, would (i) unreasonably interfere with such Party's or its Subsidiaries' business operations, (ii) result in the disclosure of any trade secrets of any third parties, competitively sensitive information, information concerning the valuation of Versum, Parent or any of their respective Subsidiaries or violate the terms of any confidentiality provisions in any agreement with a third party entered into prior to the date of this Agreement, (iii) result in a violation of applicable Law, including any fiduciary duty, (iv) waive the protection of any attorney-client privilege or (v) result in the disclosure of any personal information that would expose the Party to the risk of liability. In the event that Versum or Parent, as applicable, objects to any request submitted pursuant to and in accordance with this Section 7.8 and withholds information on the basis of the foregoing clauses (ii) through (v), Versum or Parent, as applicable, shall inform the other Party as to the general nature of what is being withheld and shall use reasonable best efforts to make appropriate substitute arrangements to permit reasonable disclosure that does not suffer from any of the foregoing impediments. Each of Versum and Parent, as it deems advisable and necessary, may

reasonably designate competitively sensitive material provided to the other as "Outside Counsel Only Material" or with similar restrictions. Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient, or otherwise as the restriction indicates, and be subject to any additional confidentiality or joint defense agreement between the Parties. All requests for information made pursuant to this Section 7.8 shall be directed to the Person designated by Versum or Parent, as applicable. All information exchanged or made available shall be governed by the terms of the Confidentiality Agreement.

(c) To the extent that any of the information or material furnished pursuant to this Section 7.8 or otherwise in accordance with the terms of this Agreement may include material subject to the attorney-client privilege, work product doctrine or any other applicable privilege, including those concerning pending or threatened Proceedings, the Parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All such information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement, and under the joint defense doctrine.

(d) No exchange of information or investigation by Parent or its Representatives shall affect or be deemed to affect, modify or waive the representations and warranties of Versum set forth in this Agreement, and no exchange of information or investigation by Versum or its Representatives shall affect or be deemed to affect, modify or waive the representations and warranties of Parent set forth in this Agreement.

7.9 Stock Exchange Listing and Delisting. Prior to the Closing Date, Versum shall cooperate with Parent and use reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under applicable Laws and rules and policies of the NYSE to enable the delisting by the Combined Company of the shares of Versum Common Stock from the NYSE and the deregistration of the shares of Versum Common Stock under the Exchange Act as promptly as practicable after the Effective Time.

7.10 Publicity. Versum and Parent shall consult with each other before issuing any press release or Financing Disclosure or making any public statement with respect to this Agreement or the Transactions and shall not issue any such press release or Financing Disclosure or make any such public statement without the prior consent of the other, such consent not to be unreasonably withheld, conditioned or delayed; provided, that (a) any such press release, Financing Disclosure or public statement as may be required by applicable Law or any listing agreement with any national securities exchange may be issued prior to such consultation if the Party making the release or statement has used its reasonable best efforts to consult with the other Party on a timely basis and (b) each Party may issue public announcements, include in Financing Disclosure or make other public disclosures regarding this Agreement or the Transactions that consist solely of information previously disclosed in press releases, Financing Disclosures or public statements previously

approved by either Party or made by either Party in compliance with this Section 7.10; provided, further, that the first sentence of this Section 7.10 shall not apply to (x) any disclosure of information concerning this Agreement in connection with any dispute between the parties regarding this Agreement and (y) internal announcements to employees which are not made public. Notwithstanding anything in this Section 7.10 to the contrary, Versum shall not be (x) required by any provision of this Agreement to consult with or obtain any approval from Parent or Merger Sub with respect to a public announcement or press release issued in connection with the receipt and existence of an Acquisition Proposal and matters related thereto or a Change of Recommendation other than as set forth in Section 7.2. As used above, ("**Financing Disclosure**") means any reference to, or information in connection with, the Transactions that is included in any documents to be filed with any Person (including the SEC, the Frankfurt Stock Exchange and the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht – BaFin*)), issued, published and/or distributed by Versum or Parent in connection with any financing transaction to be entered into by any of those Parties.

7.11 Employee Benefits.

(a) Parent shall provide, or shall cause to be provided, the Employees of Versum and its Subsidiaries at the Effective Time who continue to remain employed with Parent or its Subsidiaries (the "**Versum Continuing Employees**") during the period commencing at the Effective Time and ending on the one (1)-year anniversary of the Closing Date with: (a) base salary or base wage, annual cash incentive opportunities and long-term cash and equity incentive opportunities, that, in each case, is no less favorable to such Versum Continuing Employee than those provided to such Versum Continuing Employee immediately prior to the Effective Time; (b) severance benefits and protections that are no less favorable to such Versum Continuing Employees than those provided to such Versum Continuing Employees immediately prior to the Effective Time; and (c) health and welfare benefits, pension benefits, and retirement benefits that are no less favorable, in the aggregate, to such Versum Continuing Employees than those provided to such Versum Continuing Employees immediately prior to the Effective Time.

(b) With respect to any Benefit Plan in which any Versum Continuing Employee first becomes eligible to participate on or after the Effective Time, Parent shall (i) cause any pre-existing conditions or limitations and eligibility waiting periods under any of its group health plans to be waived with respect to the Versum Continuing Employees and their eligible dependents, (ii) give the Versum Continuing Employees credit for the plan year in which the Effective Time occurs (or the plan year in which the Versum Continuing Employee first becomes eligible to participate in the applicable Benefit Plan, if later) towards applicable deductibles and annual out-of-pocket limits for medical expenses incurred during the plan year but prior to the Effective Time (or eligibility date, as applicable), for which payment has been made and (iii) give the Versum Continuing Employees service credit for such Versum Continuing Employee's employment with Versum for purposes of vesting, benefit accrual and eligibility to participate under each applicable Benefit Plan, as if such service had been performed with Parent, except for benefit accrual under defined benefit pension plans, for purposes of qualifying for subsidized early retirement benefits (unless otherwise required under applicable Law) or to the extent it would result in a duplication of benefits.

(c) The Parties each hereby acknowledge and agree that a "change in control" (or similar phrase) will occur or will be deemed to occur at the Effective Time under the Versum Benefit Plans. From and after the Effective Time, Parent shall cause the Combined Company and its Subsidiaries to honor, in accordance with their terms, all Versum Benefit Plans.

(d) Versum may adopt annual bonus or incentive plans for Versum's fiscal year commencing October 1, 2019 that are substantially equivalent to Versum's annual bonus or incentive plans for the fiscal year ended September 30, 2019 (with any material changes subject to prior consultation with Parent). Versum shall have the right, immediately prior to the Effective Time, to determine with respect to each participant in any annual bonus or incentive program for Versum's fiscal year in which the Closing occurs, a pro-rated bonus or incentive based on actual performance of Versum for the portion of Versum's fiscal year completed prior to the Closing Date, with such bonus or incentive calculated in good faith in the Ordinary Course and paid to each participant at such time as Versum normally pays such bonuses in the Ordinary Course.

(e) Prior to making any material written communications intended for broad-based and general distribution to any Employee pertaining to compensation or benefit matters that are affected by the Transactions contemplated by this Agreement, Versum shall provide Parent with a copy of the intended communication, Parent shall have a reasonable period of time to review and comment on the communication, and Versum shall consider any such comments in good faith.

(f) Subject to Section 7.1, nothing contained in this Agreement is intended to (i) be treated as an amendment of any particular Versum Benefit Plan, (ii) prevent Versum, Parent, the Combined Company or any of their Affiliates from amending or terminating any of their respective Benefit Plans in accordance with their terms, or (iii) prevent Versum, Parent, the Combined Company or any of their Affiliates, after the Effective Time, from terminating the employment of any Versum Continuing Employee. Nothing contained in this Agreement is intended to create any third-party beneficiary rights in any Employee of Versum or any of their Subsidiaries, any beneficiary or dependent thereof, or any collective bargaining representative thereof (including any Labor Organization), with respect to the compensation, terms and conditions of employment and/or benefits that may be provided to any Versum Continuing Employee by Versum, Parent, the Combined Company or any of their Affiliates or under any Benefit Plan which Versum, Parent, the Combined Company or any of their Affiliates may maintain.

7.12 Expenses. Except as otherwise provided in Section 9.5(b) or Section 9.5(c), whether or not the Merger is consummated, all costs and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the Transactions, including all fees and expenses of its Representatives, shall be paid by the Party incurring such expense, except that (i) expenses described on Section 7.12 of the Versum Disclosure Letter shall be paid by Parent and (ii) expenses incurred (A) in connection with any filing fees in connection with the HSR Act, any other Antitrust Law, the Proxy Statement and the printing and mailing of the Proxy Statement and (B) in respect of any necessary, appropriate or desirable arrangements, in anticipation of the consummation of the Transactions contemplated by this Agreement, regarding Versum's credit agreements, indentures or other documents governing or relating to Indebtedness of Versum shall be shared equally by Versum and Parent and (iii) the Combined Company shall pay all charges and expenses, including those of the Exchange Agent, in connection with the transactions contemplated in Article III.

7.13 Indemnification; Directors' and Officers' Insurance.

(a) From and after the Effective Time, the Combined Company shall indemnify and hold harmless to the fullest extent as such individuals would be indemnified as of the date of this Agreement under applicable Law, Versum's Organizational Documents and any indemnification agreements in effect as of the date of this Agreement, each present and former (determined as of the Effective Time) director and officer of Versum or any of its Subsidiaries or any Person who prior to or at the Effective Time served at the request of Versum or any of its Subsidiaries as a director or officer of another Person in which Versum or any of its Subsidiaries has an equity investment, in each case, when acting in such capacity (the "**Indemnified Parties**"), against any costs or expenses (including reasonable attorneys' fees, costs and expenses), judgments, inquiries, fines, losses, claims, damages or liabilities incurred in connection with, arising out of or otherwise related to any Proceeding, in connection with, arising out of or otherwise related to matters existing or occurring at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time, including in connection with (i) this Agreement or the Transactions, and (ii) actions to enforce this provision or any other indemnification or advancement right of any Indemnified Party, and the Combined Company shall also advance expenses as incurred to the fullest extent that such individual would have been entitled to under applicable Law, Versum's Organizational Documents and any indemnification agreements in effect as of the date of this Agreement; provided that any Person to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately determined by final adjudication that such Person is not entitled to indemnification.

(b) Prior to the Effective Time, Versum shall and, if Versum is unable to, Parent shall cause the Combined Company as of the Effective Time to, obtain and fully pay the premium for "tail" insurance policies for the extension of (i) the directors' and officers' liability coverage of Versum's existing directors' and officers' insurance policies, and (ii) Versum's existing fiduciary liability insurance policies, in each case for a claims reporting or discovery period of six (6) years from and after the Effective Time (the "**Tail Period**") from one or more insurance carriers with the same or better credit rating as Versum's insurance carrier as of the date of this Agreement with respect to directors' and officers' liability insurance and fiduciary liability insurance (collectively, "**D&O Insurance**") with terms, conditions, retentions and limits of liability that are at least as favorable to the insureds as Versum's existing policies with respect to matters existing or occurring at or prior to the Effective Time (including in connection with this Agreement or the Transactions). If Versum and the Combined Company for any reason fail to obtain such "tail" insurance policies as of the Effective Time, the Combined Company shall continue to maintain in effect for the Tail Period the D&O Insurance in place as of the date of this Agreement with terms, conditions, retentions and limits of liability that are at least as favorable to the insureds as provided in Versum's existing policies as of the date of this Agreement, or the Combined Company shall purchase comparable D&O Insurance for the Tail Period with terms, conditions, retentions and limits of liability that are at least as favorable as provided in Versum's existing policies as of the date of this Agreement; provided, that in no event shall the aggregate cost of the D&O Insurance exceed during the Tail Period 300% of the current aggregate annual premium paid by Versum for such purpose; and provided, further, that if the cost of such insurance coverage exceeds such amount, the Combined Company shall obtain a policy with the greatest coverage available for a cost not exceeding such amount.

(c) Any Indemnified Party wishing to claim indemnification under this Section 7.13, upon learning of any such Proceeding, shall promptly notify the Combined Company thereof in writing, but the failure to so notify shall not relieve the Combined Company of any liability it may have to such Indemnified Party except to the extent such failure materially prejudices the indemnifying party. In the event of any Proceeding: (i) the Combined Company shall have the right to assume the defense thereof (it being understood that by electing to assume the defense thereof, the Combined Company will not be deemed to have waived any right to object to the Indemnified Party's entitlement to indemnification hereunder with respect thereto or assumed any liability with respect thereto), except that if the Combined Company elects not to assume such defense or legal counsel or the Indemnified Party advises that there are issues which raise conflicts of interest between the Combined Company and the Indemnified Party, the Indemnified Party may retain legal counsel satisfactory to them, and the Combined Company shall pay all reasonable and documented fees, costs and expenses of such legal counsel for the Indemnified Party promptly as statements therefor are received; provided, however, that the Combined Company shall be obligated pursuant to this Section 7.13(c) to pay for only one firm of legal counsel for all Indemnified Parties in any jurisdiction unless the use of one legal counsel for such Indemnified Parties would present such legal counsel with a conflict of interest (provided that the fewest number of legal counsels necessary to avoid conflicts of interest shall be used); (ii) the Indemnified Parties shall cooperate in the defense of any such matter if the Combined Company elects to assume such defense, and the Combined Company shall cooperate in the defense of any such matter if the Combined Company elects not to assume such defense; (iii) the Indemnified Parties shall not be liable for any settlement effected without their prior written consent if the Combined Company elects to assume such defense and the Combined Company shall not be liable for any settlement effected without their prior written consent the Combined Company elects not to assume such defense; (iv) the Combined Company shall not have any obligation hereunder to any Indemnified Party if and when a court of competent jurisdiction shall ultimately determine, and such determination shall have become final, that the indemnified action of such Indemnified Party in the manner contemplated hereby is prohibited by applicable Law; and (v) all rights to indemnification in respect of any such Proceedings shall continue until final disposition of all such Proceedings.

(d) During the Tail Period, all rights to indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the Effective Time and rights to advancement of expenses relating thereto now existing in favor of any Indemnified Party as provided in the Organizational Documents of Versum and its Subsidiaries or any indemnification agreement between such Indemnified Party and Versum or any of its Subsidiaries, in each case, as in effect on the date of this Agreement, shall survive the Transactions unchanged and shall not be amended, restated, repealed or otherwise modified in any manner that would adversely affect any right thereunder of any such Indemnified Party.

(e) If the Combined Company or any of its successors or assigns (i) shall consolidate with or merge into any other Person and shall not be the continuing or surviving Person of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any Person, then, and in each such case, proper provisions shall be made so that the successors and assigns of the Combined Company shall assume all of the obligations set forth in this Section 7.13.

(f) The rights of the Indemnified Parties under this Section 7.13 shall survive consummation of the Merger and are in addition to any rights such Indemnified Parties may have under the Organizational Documents of Versum or any of its Subsidiaries, or under any indemnification agreements or other applicable Contracts of Versum or Laws.

(g) This Section 7.13 is intended to be for the benefit of, and from and after the Effective Time shall be enforceable by, each of the Indemnified Parties, who shall be third-party beneficiaries of this Section 7.13.

7.14 Takeover Statutes. If any Takeover Statute is or may become applicable to the Transactions, each of Versum and the Versum Board, respectively, shall grant such approvals and take such actions as are necessary and legally permissible so that the Transactions may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise act to eliminate or minimize the effects of such statute or regulation on the Transactions.

7.15 Section 16 Matters. Versum and the Versum Board (or duly formed committees thereof consisting of non-employee directors (as such term is defined for the purposes of Rule 16b-3 promulgated under the Exchange Act)), shall, prior to the Effective Time, take all such actions as are reasonably necessary or appropriate to cause the Transactions and any other dispositions of equity securities of Versum (including derivative securities) in connection with the Transactions by any individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act to be exempt under Rule 16b-3 promulgated under the Exchange Act, to the extent permitted by applicable Laws.

7.16 Stockholder Litigation. Versum and Parent, as applicable, shall promptly advise the other Party of any litigation commenced after the date hereof against Versum or Parent or any of their respective directors (in their capacity as such) relating to this Agreement or the Transactions, and shall keep the other Party reasonably informed regarding any such litigation. Versum and Parent, as applicable, shall give the other Party the opportunity to participate in the defense or settlement of any such litigation, and no such settlement shall be agreed to without the other Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

ARTICLE VIII.

CONDITIONS

8.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each Party to effect the Merger is subject to the satisfaction at the Closing or waiver, in whole or in part (to the extent permitted by applicable Law), at or prior to the Closing of each of the following conditions:

(a) Versum Stockholder Approval. The Requisite Versum Vote shall have been obtained in accordance with applicable Law and the certificate of incorporation and bylaws of Versum.

(b) Government Approvals. (i) The waiting period (and any extension thereof) applicable to the consummation of the Transactions under the HSR Act shall have expired or been earlier terminated, (ii) all other authorizations, consents, orders, approvals, filings and declarations, and all expirations of waiting periods, required under the applicable Antitrust Laws of the jurisdictions listed on Section 5.5(a) of the Versum Disclosure Letter shall have been obtained (all authorizations, consents, orders, approvals, filings and declarations and the lapse of all such waiting periods, including under the HSR Act, of such jurisdictions being the "**Requisite Regulatory Approvals**"), and (iii) all such Requisite Regulatory Approvals shall be in full force and effect.

(c) Laws or Governmental Orders. No Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law or Governmental Order (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins, makes illegal or otherwise prohibits the consummation of the Transactions (it being understood and agreed by the Parties that, with respect to any such Law or Governmental Order that is, or is under, an Antitrust Law, only a Governmental Entity of competent jurisdiction in a jurisdiction listed on Section 5.5(a) of the Versum Disclosure Letter shall constitute a Governmental Entity of competent jurisdiction for purposes of this Section 8.1(c)) (such Law or Governmental Order, a "**Relevant Legal Restraint**").

(d) CFIUS. CFIUS Clearance shall have been received.

8.2 Conditions to Obligations of Parent. The obligation of Parent to effect the Merger is also subject to the satisfaction at the Closing or waiver, in whole or in part (to the extent permitted by applicable Law), by Parent at or prior to the Closing of the following conditions:

(a) Representations and Warranties. (i) Each of the representations and warranties of Versum set forth in Section 5.1 [*Organization, Good Standing and Qualification*], Section 5.4 [*Corporate Authority; Approval*], Section 5.13 [*Takeover Statutes; Rights Agreement*] and Section 5.23 [*Versum Brokers and Finders*] shall have been true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of a particular date or period of time, in which case such representation and warranty shall be so true and correct in all material respects as of such particular date or period of time); (ii) the representations and warranties of Versum set forth in Section 5.8(b) [*Absence of Certain Changes or Events*] shall have been true and correct in all respects as of the date of this Agreement and shall be true and correct in all respects as of the Closing Date; (iii) the representations and warranties of Versum set forth in Section 5.3 [*Versum Capital Structure*] shall have been true and correct in all respects as of the date of this Agreement and shall be true and correct in all respects as of the Closing Date, other than, in each case, *de minimis* inaccuracies; and (iv) each other representation and warranty of Versum set forth in Article V shall be true and correct in all respects (without giving effect to any qualification by materiality

or Material Adverse Effect contained therein) as of the date of this Agreement and as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of a particular date or period of time, in which case such representation and warranty shall be so true and correct in all respects as of such particular date or period of time), except, in the case of this clause (iv), for any failure of any such representation and warranty to be so true and correct in all respects (without giving effect to any qualification by materiality or Material Adverse Effect contained therein) that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect with respect to Versum.

(b) Performance of Obligations of Versum. Versum shall have performed in all material respects the obligations required to be performed by it under this Agreement at or prior to the Closing.

(c) Certificate. Parent shall have received a certificate of the Chief Executive Officer or the Chief Financial Officer of Versum, certifying that the conditions set forth in Section 8.2(a) and Section 8.2(b) have been satisfied.

(d) No Burdensome Effect. No Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Governmental Order (whether temporary, preliminary or permanent) in connection with a Requisite Regulatory Approval that (A) requires Parent or Versum or any of their Subsidiaries to take or commit to take any actions constituting or that would reasonably be expected to have a Burdensome Effect or (B) would otherwise constitute or reasonably be expected to have a Burdensome Effect and is in effect.

8.3 Conditions to Obligation of Versum. The obligation of Versum to effect the Merger is also subject to the satisfaction at the Closing or waiver, in whole or in part (to the extent permitted by applicable Law), by Versum at or prior to the Closing of the following conditions:

(a) Representations and Warranties. (i) Each of the representations and warranties of Parent and Merger Sub set forth in Article VI shall have been true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects as of the Closing Date (except to the extent that any such representation and warranty expressly speaks as of a particular date or period of time, in which case such representation and warranty shall be so true and correct in all material respects as of such particular date or period of time).

(b) Performance of Obligations of Parent and Merger Sub. Parent and Merger Sub shall have each performed in all material respects the obligations required to be performed by it under this Agreement at or prior to the Closing.

(c) Certificate. Versum shall have received a certificate of the Chief Executive Officer or the Chief Financial Officer of Parent, certifying that the conditions set forth in Section 8.3(a) and Section 8.3(b) have been satisfied.

(d) Combined Company Governance Matters. Parent shall have taken the actions necessary to cause the matters set forth in Section 4.1 to be completed and effective as of the Effective Time.

ARTICLE IX.

TERMINATION

9.1 Termination by Mutual Written Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by mutual written consent of Versum and Parent by action of the Parent Board and the Versum Board.

9.2 Termination by Either Versum or Parent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by action of either the Parent Board or the Versum Board, if:

(a) the Merger shall not have been consummated by 5:00 p.m. (New York Time) on April 13, 2020 (the "**Outside Date**"); provided, however, that if any of the conditions to the Closing set forth in Section 8.1(b), Section 8.1(c) (solely as it relates to any Antitrust Laws), Section 8.1(d) or Section 8.2(d) has not been satisfied or waived on or prior to April 13, 2020 but all other conditions to Closing set forth in Article VIII have been satisfied (other than those conditions that by their nature are to be satisfied at the Closing (so long as such conditions are reasonably capable of being satisfied if the Closing were to occur on the Outside Date)) or waived, the Outside Date may be extended by either Party (by delivery written notice to the other Party at or prior to 5:00 p.m. (New York Time) on April 13, 2020), without further action of the other Party to (and including) 5:00 p.m. (New York Time) on July 13, 2020, and, if so extended, such date shall be the "**Outside Date**"; provided, further, that the right to terminate this Agreement pursuant to this Section 9.2(a) shall not be available to any Party that has breached in any material respect any of its representations, warranties, covenants or agreements set forth in this Agreement in any manner that shall have been the primary cause of or primarily resulted in the occurrence of the failure of a condition to the consummation of the Merger to be satisfied;

(b) a Relevant Legal Restraint permanently restraining, enjoining or otherwise prohibiting consummation of the Transactions shall become final and non-appealable; provided, that the Party seeking to terminate this Agreement pursuant to this Section 9.2(b) shall have used reasonable best efforts to prevent the entry of and to remove such Relevant Legal Restraint in accordance with Section 7.5; provided, further, that the right to terminate this Agreement pursuant to this Section 9.2(b) shall not be available to any Party that has breached in any material respect any of its representations, warranties, covenants or agreements set forth in this Agreement in any manner that shall have been the primary cause of or primarily resulted in the occurrence of the failure of the condition set forth in Section 8.1(c) [*Laws or Governmental Orders*] to the consummation of the Merger to be satisfied; or

(c) if the Requisite Versum Vote shall not have been obtained at the Versum Stockholders Meeting (or, if the Versum Stockholders Meeting has been adjourned or postponed in accordance with this Agreement, at the final adjournment or postponement thereof), in each case, at which a vote on the adoption of this Agreement was taken.

9.3 Termination by Parent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by action of the Parent Board:

(a) prior to the time the Requisite Versum Vote is obtained, if the Versum Board shall have made a Change of Recommendation;

(b) if at any time prior to the Effective Time, there has been a breach by Versum of any of its representations, warranties, covenants or agreements set forth in this Agreement such that the conditions in Section 8.2(a) or Section 8.2(b) would not be satisfied (and such breach is not curable prior to the Outside Date, or if curable prior to the Outside Date, has not been cured within the earlier of (i) thirty (30) days after the giving of notice thereof by Parent to Versum or (ii) three (3) Business Days prior to the Outside Date); provided, that the right to terminate this Agreement pursuant to this Section 9.3(b) shall not be available if Parent has breached in any material respect any of its representations, warranties, covenants or agreements set forth in this Agreement in any manner that shall have been the primary cause of or primarily resulted in the occurrence of the failure of a condition to the consummation of the Merger not to be satisfied;

(c) if at any time prior to the Effective Time, a Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Governmental Order in connection with a Requisite Regulatory Approval that has become final and non-appealable and that (A) requires Parent or any of its Subsidiaries (including Versum and its Subsidiaries) to take or commit to take any actions constituting or that would reasonably be expected to have a Burdensome Effect or (B) would otherwise constitute or reasonably be expected to have a Burdensome Effect; provided, that Parent shall have used reasonable best efforts to prevent the entry of and to remove any such Governmental Order in accordance with Section 7.5; provided, further, that the right to terminate this Agreement pursuant to this Section 9.3(c) shall not be available to Parent if it has breached in any material respect any of its representations, warranties, covenants or agreements set forth in this Agreement in any manner that shall have been the primary cause of or primarily resulted in the occurrence of the failure of the condition set forth in Section 8.2(d) [*No Burdensome Effect*] to the consummation of the Merger to be satisfied.

9.4 Termination by Versum. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by action of the Versum Board:

(a) if at any time prior to the Effective Time, there has been a breach by Parent or Merger Sub of any of its representations, warranties, covenants or agreements set forth in this Agreement such that the conditions in Section 8.3(a) or Section 8.3(b) would not be satisfied (and such breach is not curable prior to the Outside Date, or if curable prior to the Outside Date, has not been cured within the earlier of (i) thirty (30) days after the giving of notice thereof by Versum to Parent or (ii) three (3) Business Days prior to the Outside Date); provided, that the right to terminate this Agreement pursuant to this Section 9.4(a) shall not be

available if Versum has breached in any material respect any of its representations, warranties, covenants or agreements set forth in this Agreement in any manner that shall have been the primary cause of or primarily resulted in the occurrence of the failure of a condition to the consummation of the Merger not to be satisfied;

(b) in order to enter into a definitive written agreement with respect to a Superior Proposal, provided that Versum has complied with its obligations under Section 7.2 and, in connection with the termination of this Agreement, Versum pays to Parent in immediately available funds the Versum Termination Fee required to be paid pursuant to Section 9.5(b).

9.5 Effect of Termination and Abandonment.

(a) Except to the extent provided in Section 9.5(b) and Section 9.5(c) below, in the event of termination of this Agreement and the abandonment of the Merger pursuant to this Article IX, this Agreement shall become void and of no effect with no liability to any Person on the part of any Party (or any of its Representatives or Affiliates); provided, however, that, notwithstanding anything in this Agreement to the contrary, (i) no such termination shall relieve any Party of any liability or damages to any other Party resulting from any fraud or Willful Breach of this Agreement and (ii) the provisions set forth in Article X [*Miscellaneous and General*], Section 7.7(e) [*Financing and Indebtedness*], Section 7.12 [*Expenses*], this Section 9.5 [*Effect of Termination and Abandonment*] and the Confidentiality Agreement shall survive the termination of this Agreement.

(b) In the event that this Agreement is terminated:

(i) by either Versum or Parent pursuant to Section 9.2(a) [*Outside Date*] (if the sole reason the Merger was not consummated was the failure of Versum to convene and hold the Versum Stockholders Meeting prior to the Outside Date) or Section 9.2(c) [*Requisite Versum Vote Not Obtained*] and, in either case,

(A) a *bona fide* Acquisition Proposal shall have been publicly made directly to the stockholders of Versum or shall otherwise have become publicly known or any Person shall have publicly announced an intention (whether or not conditional) to make an Acquisition Proposal (and such Acquisition Proposal or publicly announced intention shall not have been publicly withdrawn without qualification five (5) Business Days prior to (i) the date of such termination, with respect to any termination pursuant to Section 9.2(a) [*Outside Date*] or (ii) the date of the Versum Stockholders Meeting, with respect to termination pursuant to Section 9.2(c) [*Requisite Versum Vote Not Obtained*]), and

(B) within twelve (12) months after such termination, (1) Versum or any of its Subsidiaries shall have entered into an Alternative Acquisition Agreement with respect to any Acquisition Proposal or (2) there shall have been consummated any Acquisition Proposal (in each case of clauses (1) and (2), with fifty percent (50%) being substituted in lieu of fifteen percent (15%) in each instance thereof in the definition of "Acquisition Proposal"), then immediately prior to or concurrently with the occurrence of either of the events described in the foregoing clauses (B)(1) or (B)(2),

(ii) by Parent pursuant to Section 9.3(a) [*Versum Change of Recommendation*], then promptly, but in no event later than two (2) Business Days after the date of such termination,

(iii) by either Parent or Versum pursuant to Section 9.2(c) [*Requisite Versum Vote Not Obtained*] (and, at the time of such termination pursuant to Section 9.2(c) [*Requisite Versum Vote Not Obtained*], Parent had the right to terminate this Agreement pursuant to Section 9.3(a) [*Versum Change of Recommendation*]), then promptly, but in no event later than, in the case of such termination by Parent, two (2) Business Days or, in the case of such termination by Versum, one (1) Business Day after the date of such termination, or

(iv) by Versum pursuant to Section 9.4(b) [*Versum Termination to Accept Superior Proposal*], then concurrently and as a condition to the effectiveness of such termination,

Versum shall, in the case of Section 9.5(b)(i), Section 9.5(b)(ii), Section 9.5(b)(iii) or Section 9.5(b)(iv), pay the Versum Termination Fee to Parent or its designee by wire transfer of immediately available cash funds. In no event shall Versum be required to pay the Versum Termination Fee on more than one occasion.

(c) In the event that this Agreement is terminated by either Versum or Parent pursuant to Section 9.2(c) [*Requisite Versum Vote Not Obtained*], then promptly, but in no event later than, in the case of such termination by Parent, three (3) Business Days or, in the case of such termination by Versum, one (1) Business Day after the date of such termination, Versum shall pay all of the documented out-of-pocket costs, fees and expenses of counsel, accountants, financial advisors and other experts and advisors as well as fees and expenses incident to negotiation, preparation and execution of this Agreement and related documentation and stockholders' meetings and consents of Parent up to a maximum amount equal to $35 million, to Parent or its designee by wire transfer of immediately available cash funds; provided that any amounts paid under this Section 9.5(c) shall be credited (without interest) against any Versum Termination Fee if paid to Parent (or its designee) pursuant to the terms of this Agreement.

(d) The Parties hereby acknowledge and agree that the agreements contained in this Section 9.5 are an integral part of the Transactions, and that, without these agreements, the other Parties would not enter into this Agreement; accordingly, if Versum fails to promptly pay the amount due pursuant to this Section 9.5, and, in order to obtain such payment, Parent commences a suit that results in a judgment against Versum for the fees set forth in this Section 9.5 or any portion of such fees, Versum shall pay Parent its costs and expenses (including reasonable attorneys' fees, costs and expenses) in connection with such suit, together with interest on the amount of the fee at the prime rate as published by *The Wall Street Journal* (in effect on the date such payment was required to be made) from the date such payment was required to be made through the date of payment. Notwithstanding anything in this Agreement to the contrary, the Parties hereby acknowledge and agree that in the event that any termination fee becomes payable by, and is paid by, Versum, such fee shall be Parent's sole and exclusive remedy for damages against Versum and its former, current or future stockholders, directors, officers, Affiliates, agents or other Representatives for any loss suffered as a result of any breach of any representation, warranty, covenant or agreement set forth in this Agreement or the failure

of the Transactions to be consummated; provided, however, that no such payment shall relieve any Party of any liability or damages to any other Party resulting from any fraud or Willful Breach of this Agreement.

ARTICLE X.

MISCELLANEOUS AND GENERAL

10.1 Survival. This Article X and the agreements of Versum and Parent contained in Article II [*Merger Consideration; Effect of the Merger on Capital Stock*], Article III [*Delivery of Merger Consideration; Procedures for Surrender*], Section 7.11 [*Employee Benefits*], Section 7.12 [*Expenses*], and Section 7.13 [*Indemnification; Directors' and Officers' Insurance*] shall survive the consummation of the Merger. All other representations, warranties, covenants and agreements in this Agreement or in any instrument or other document delivered pursuant to this Agreement shall not survive the consummation of the Merger.

10.2 Amendment; Waiver. Subject to the provisions of applicable Laws and the provisions of Section 7.13 [*Indemnification; Directors' and Officers' Insurance*] and Section 10.15 [*Financing Parties*], at any time prior to the Effective Time, this Agreement may be amended, modified or waived if, and only if, such amendment, modification or waiver is in writing and signed, in the case of an amendment, modification or waiver, by Versum and Parent, or in the case of a waiver, by the Party against whom the waiver is to be effective. The conditions to each of the respective parties' obligations to consummate the Transactions are for the sole benefit of such Party and may be waived by such Party in whole or in part to the extent permitted by applicable Law; provided, however, that any such waiver shall only be effective if made in writing and executed by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

10.3 Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10.4 Governing Law and Venue; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF (OR ANY OTHER JURISDICTION) TO THE EXTENT THAT SUCH PRINCIPLES WOULD DIRECT A MATTER TO ANOTHER JURISDICTION.

(b) Each of the Parties agrees that it shall bring any action or Proceeding in respect of any claim arising under or relating to this Agreement or the Transactions exclusively in the Court of Chancery for the State of Delaware in and for New Castle County, Delaware (or, in the event that such court does not have subject matter jurisdiction over such action or Proceeding, the United States District Court for the District of Delaware) (the "**Chosen Court**") and, solely in connection with such claims, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Court, (ii) waives any objection to the laying of venue in any such action or Proceeding in the Chosen Court, (iii) waives any objection that the Chosen Court is an inconvenient forum or does not have jurisdiction over any Party and (iv) agrees that mailing of process or other papers in connection with any such action or Proceeding in the manner provided in Section 10.6 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY BE IN CONNECTION WITH, ARISE OUT OF OR OTHERWISE RELATE TO THIS AGREEMENT, ANY INSTRUMENT OR OTHER DOCUMENT DELIVERED PURSUANT TO THIS AGREEMENT OR OTHER DOCUMENT DELIVERED PURSUANT TO THIS AGREEMENT OR THE TRANSACTIONS, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT, ANY INSTRUMENT OR OTHER DOCUMENT DELIVERED PURSUANT TO THIS AGREEMENT OR THE TRANSACTIONS. EACH PARTY HEREBY ACKNOWLEDGES AND CERTIFIES (I) THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) IT MAKES THIS WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS, ACKNOWLEDGMENTS AND CERTIFICATIONS CONTAINED IN THIS SECTION 10.4(c).

10.5 Specific Performance. Each of the Parties acknowledges and agrees that the rights of each Party to consummate the Transactions are special, unique and of extraordinary character and that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or damage would be caused for which money damages would not be an adequate remedy. Accordingly, each Party agrees that, in addition to any other available remedies a Party may have in equity or at Law, each Party shall be entitled to enforce specifically the terms and provisions of this Agreement and to obtain an injunction restraining any breach or violation or threatened breach or violation of the provisions of this Agreement in the Court of Chancery of the State of Delaware without necessity of posting a bond or other form of security. In the event that any action or Proceeding should be brought in equity to enforce the provisions of this Agreement, no Party shall allege, and each Party hereby waives the defense, that there is an adequate remedy at Law.

10.6 Notices. All notices, requests, instructions or other communications or documents to be given or made hereunder by any Party to the other Parties shall be in writing and shall be deemed to have been duly given when (a) served by personal delivery or by an internationally recognized overnight courier service upon the Party or Parties for whom it is intended, (b) delivered by registered or certified mail, return receipt requested or (c) sent by email, provided that the transmission of the email is promptly confirmed by telephone or response email:

If to Parent or Merger Sub:

Merck KGaA
Frankfurter Strasse 250
64293 Darmstadt, Germany
Attention: General Counsel
Telephone: +49 6151 72 3360
E-mail: friederike.rotsch@merckgroup.com

With a copy (which shall not constitute notice) to:

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attention: Matthew G. Hurd
Eric M. Krautheimer
Telephone: (212) 558-4000
E-mail: hurdm@sullcrom.com
krautheimere@sullcrom.com

If to Versum:

Versum Materials, Inc.
8555 South River Parkway
Tempe, AZ 85284
Attention: Michael W. Valente
Telephone: (480) 482-4302
E-mail: michael.valente@VersumMaterials.com

With a copy (which shall not constitute notice) to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: Mario A. Ponce
Jakob Rendtorff

Telephone: (212) 455-2000
E-mail: mponce@stblaw.com
jrendtorff@stblaw.com

or to such other Person or addressees as has been designated in writing by the party to receive such notice provided above.

10.7 Definitions.

(a) For purposes of this Agreement, the following terms (including, with correlative meaning, their singular and plural variations) shall have the following meanings:

"**Acquisition Proposal**" means (a) any proposal, offer or indication of interest relating to a merger, joint venture, partnership, consolidation, dissolution, liquidation, tender offer, recapitalization, reorganization, spin-off, share exchange, business combination or similar transaction involving Versum or any of its Subsidiaries and involving, directly or indirectly, fifteen percent (15%) or more of the consolidated net revenues, net income or total assets (it being understood that total assets include equity securities of Subsidiaries of Versum), or (b) any acquisition by any Person or group (as defined under Section 13 of the Exchange Act) resulting in, or any proposal, offer, inquiry or indication of interest that if consummated would result in, any Person or group (as defined under Section 13 of the Exchange Act) becoming the beneficial owner of, directly or indirectly, in one or a series of related transactions, fifteen percent (15%) or more of the total voting power or of any class of equity securities of Versum, or fifteen percent (15%) or more of the consolidated net revenues, net income or total assets (it being understood that total assets include equity securities of Subsidiaries) of Versum, in each case of clauses (a) and (b), other than the Transactions; provided that any proposal or offer to the extent related to any purchase of assets required to be divested or held separate (including by trust or otherwise) pursuant to a Regulatory Remedy in accordance with Section 7.5(d) shall not be deemed an Acquisition Proposal.

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person.

"**Antitrust Law**" means the Sherman Antitrust Act of 1890, as amended, the Clayton Act of 1914, as amended, the HSR Act, the Federal Trade Commission Act of 1914, as amended, and all other United States or non-United States, including state, national, or supranational, antitrust, competition or other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

"**Benefit Plan**" means any benefit or compensation plan, program, policy, practice, agreement, contract, arrangement or other obligation, whether or not in writing and whether or not funded, in each case, that is sponsored or maintained by, or required to be contributed to, or with respect to which any potential liability is borne by Versum or any of its Subsidiaries. Benefit Plans include, but are not limited to, "employee benefit plans" within the meaning of ERISA, employment, non-compete and/or non-solicit, consulting, retirement,

severance, termination or change in control agreements, deferred compensation, equity-based, incentive, bonus, supplemental retirement, profit sharing, insurance, medical, health, welfare, fringe or other benefits or remuneration of any kind.

"**Business Day**" means any day ending at 11:59 p.m. (Eastern Time) other than a Saturday or Sunday or a day on which banks in any of the City of New York, Frankfurt am Main, Germany, London, England or Luxembourg City, Luxembourg are required or authorized by Law to be closed.

"**CFIUS Clearance**" means, after submission of a mandatory declaration or written notice by the Parties with respect to the Merger in accordance with the requirements of the CFIUS Regulations, the CFIUS Staff Chairperson (or other representative of CFIUS) shall have notified the Parties (i) of CFIUS' determination that the Merger is not a "covered transaction" within the meaning of Section 721, (ii) that there are no unresolved national security concerns with respect to the Merger and CFIUS has concluded all action under Section 721 with respect to the Merger, or (iii) CFIUS shall have sent a report to the President of the United States requesting the decision of the President of the United States and the period under Section 721 during which the President may announce his decision to take action to suspend, prohibit or place any limitations on the Merger shall have expired without any such action being threatened, announced or taken, or the President of the United States shall have announced a decision not to, or otherwise declined to, take any action to suspend or prohibit the Merger.

"**CFIUS Regulations**" means the regulations implementing Section 721, codified at 31 C.F.R. Part 800 and 31 C.F.R. Part 801.

"**Code**" means the Internal Revenue Code of 1986.

"**Company Intellectual Property**" means all Intellectual Property owned or purported to be owned by Versum and its Subsidiaries.

"**Contract**" means any oral or written contract, agreement, lease, license, note, mortgage, indenture, arrangement or other obligation (other than a Benefit Plan).

"**Controlled Group Liability**" means any and all liabilities (a) under Title IV of ERISA, (b) under Section 302 of ERISA, (c) under Sections 412 and 4971 of the Code and (d) as a result of a failure to comply with the continuation coverage requirements of Section 601 et seq. of ERISA and Section 4980B of the Code.

"**Covered Termination**" means (a) in the case of an employee of Versum and its Subsidiaries, the termination of employment of a holder of a Versum RSU or Versum PSU, as applicable, (i) by Versum or one of its Subsidiaries other than for Cause or (ii) by the employee for Good Reason (as such terms are defined in the applicable Versum RSU award agreement or Versum PSU award agreement, as applicable), in each case, during the twenty four (24)-month period following the Closing Date and (b) in the case of a member of the Versum Board, the termination of service on the board of directors of Versum thereof for any reason on or following the Closing Date. For the avoidance of doubt, if an employee of Versum and its Subsidiaries does not have Good Reason termination rights provided in their applicable equity award agreement (or employment or similar agreement), a Covered Termination shall not include a termination by the employee for Good Reason.

"Dissenting Shares" means the shares of Versum Common Stock that are owned by stockholders who have not voted in favor of the Merger and have demanded, perfected and not withdrawn or lost the right to demand, appraisal rights pursuant to Section 262 of the DGCL (**"Dissenting Stockholders"**).

"**DTC**" means The Depositary Trust Company.

"**Effect**" means any effect, event, development, change, state of facts, condition, circumstance or occurrence.

"**Employee**" means any current or former employee, officer, director or independent contractor (who is a natural person) of Versum or any of its Subsidiaries.

"**Environmental Law**" means any Law relating to: (a) the protection, investigation or restoration of the environment or natural resources, (b) the handling, use, disposal, Release or threatened Release of, or exposure to any harmful or deleterious substances or (c) indoor air quality, wetlands, pollution, contamination or any injury or threat of injury to persons or property arising from any harmful or deleterious substances.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**ERISA Affiliate**" means all employers (whether or not incorporated) that would be treated together with Versum or any of its Subsidiaries, as applicable, as a "single employer" within the meaning of Section 414 of the Code.

"**ERISA Plans**" means each Benefit Plan that is an "employee benefit plan" within the meaning of Section 3(3) of ERISA, excluding "multiemployer plans" within the meaning of Section 3(37) of ERISA.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Excluded Shares**" means (i) the Treasury Shares and Parent Owned Shares, and (ii) the Dissenting Shares.

"**Facilities Agreement**" means the Syndicated Dual-Currency Term Loan Facilities Agreement, dated March 25, 2019, among Parent, Merck Financial Services GmbH, Bank of America, N.A., London Branch, BNP Paribas Fortis NV/SA and Deutsche Bank AG Filiale Luxemburg, as Underwriters, Bank of America Merrill Lynch International Designated Activity Company, BNP Paribas Fortis NV/SA and Deutsche Bank AG, as Mandated Lead Arrangers, Deutsche Bank Luxembourg S.A., as Facility Agent, and the Lenders party thereto from time to time, as amended, restated, supplemented or otherwise modified.

"**Financing Entities**" means (a) the Lenders (as defined in the Facilities Agreement) (including any of their respective successors under the Facilities Agreement), and

(b) any Person that shall have committed to provide or arrange any financing, or any amendment or other modification of any financing, in each case, pursuant to or in connection with the Financing Documents, or that is otherwise acting as an arranger, bookrunner, underwriter, initial purchaser, placement agent, administrative or collateral agent, trustee or a similar representative in respect of, any such financing or amendment, and their respective Affiliates and their and their respective Affiliates' officers, directors, employees, agents and representatives and their respective successors and assigns.

"**Governmental Entity**" means any United States, non-United States, supranational or transnational governmental (including public international organizations), quasi-governmental, regulatory or self-regulatory authority, agency, commission, body, department or instrumentality or any court, tribunal or arbitrator or other entity or subdivision thereof or other legislative, executive or judicial entity or subdivision thereof, in each case, of competent jurisdiction.

"**Governmental Order**" means any order, writ, judgment, temporary, preliminary or permanent injunction, decree, ruling, stipulation, determination, or award entered by or with any Governmental Entity.

"**Hazardous Materials**" means (a) petroleum, petroleum products and by-products, asbestos and asbestos-containing materials, polychlorinated biphenyls, mold, and radioactive substances and (b) any other chemical, material, substance, waste, pollutant or contaminant that is prohibited or regulated by or pursuant to, any Environmental Law.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"**Indebtedness**" means, with respect to any Person, without duplication, all obligations or undertakings by such Person (a) for borrowed money (including deposits or advances of any kind to such Person); (b) evidenced by bonds, debentures, notes or similar instruments; (c) for capitalized leases or to pay the deferred and unpaid purchase price of property or equipment; (d) pursuant to securitization or factoring programs or arrangements; (e) pursuant to guarantees and arrangements having the economic effect of a guarantee of any Indebtedness of any other Person (other than between or among any of Versum and its wholly owned Subsidiaries); (f) to maintain or cause to be maintained the financing, financial position or financial covenants of others; (g) net cash payment obligations of such Person under swaps, options, derivatives and other hedging Contracts or arrangements that will be payable upon termination thereof (assuming termination on the date of determination) or (h) letters of credit, bank guarantees, and other similar Contracts or arrangements entered into by or on behalf of such Person.

"**Intellectual Property**" means all intellectual and industrial property rights anywhere in the world (whether foreign, state or domestic, registered or unregistered), including rights arising under or with respect to: (a) patents and utility models of any kind, patent applications, including provisional applications, statutory invention registrations, inventions, discoveries and invention disclosures (whether or not patented), and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions

thereof, (b) trademarks, service marks, trade dress, logos, Internet domain names, uniform resource locators, social and mobile media identifiers and other similar identifiers of origin, trade names and corporate names, whether registered or unregistered, and the goodwill associated therewith, together with any registrations and applications for registration thereof, (c) copyrights, mask works, rights under copyrights and corresponding rights in, industrial designs, and works of authorship (including computer software), applications, source code and object code, and databases, other compilations of information), whether registered or unregistered, and any registrations, renewals and applications for registration thereof, (d) trade secrets and other rights in know-how and confidential or proprietary information, including in any technical data, specifications, designs, techniques, processes, methods, inventions, discoveries, software, algorithms and databases and the information contained therein, in each case, to the extent that it qualifies as a trade secret under applicable Law and (e) all other intellectual and industrial property rights recognized by applicable Law.

"**Intervening Event**" means any material Effect that was not known or reasonably foreseeable by the Versum Board on the date of this Agreement (or, if known or reasonably foreseeable, the consequences of which were not known or reasonably foreseeable by such board of directors as of the date of this Agreement), which Effect or consequences, as applicable, become known by such board of directors prior to the time Versum receives the Requisite Versum Vote; provided, that (a) in no event shall the receipt, existence or terms of an Acquisition Proposal or a Superior Proposal or any inquiry or communications relating thereto, or any matter relating thereto or consequence thereof, be taken into account for purposes of determining whether an Intervening Event has occurred, (b) in no event shall any changes in the market price or trading volume of Versum Common Stock, or the fact that Versum meets, exceeds or fails to meet internal or published projections, forecasts or revenue or earnings predictions for any period constitute an Intervening Event, except that the underlying cause or causes of such change or fact may be taken into account for purposes of determining whether an Intervening Event has occurred and (c) in no event shall any Effect constitute an Intervening Event solely as a result of the fact that such event has had or would reasonably be expected to have an adverse effect on the business or financial condition of Parent.

"**IT Assets**" means computers, software, firmware, middleware, servers, workstations, routers, hubs, switches, networks, data communications lines and all other information technology equipment and all associated documentation.

"**Knowledge**" (a) with respect to Versum or any of its Subsidiaries means the actual knowledge of any Person listed on Section 10.7(a)(i) of the Versum Disclosure Letter and (b) with respect to Parent or any of its Subsidiaries means the actual knowledge of any member of the executive board (*Geschäftsleitung*) of Parent or Parent's chief executive officer, chief financial officer or general counsel.

"**Laws**" means any federal, state, local, foreign, international or transnational law, statute, ordinance, common law, rule, regulation, standard, judgment, determination, order, writ, injunction, decree, arbitration award, treaty, agency requirement, authorization, license or permit of any Governmental Entity.

"**Leased Real Property**" means all leasehold or subleasehold estates and other rights to use and occupy any land, buildings, structures, improvements, fixtures or other interest in Real Property held by Versum and any of its Subsidiaries.

"**Licenses**" means all permits, licenses, certifications, approvals, registrations, consents, authorizations, franchises, variances, exemptions and orders issued or granted by a Governmental Entity.

"**Material Adverse Effect**" means any Effect that is materially adverse to the business, condition (financial or otherwise) or results of operations of Versum and its Subsidiaries, taken as a whole; provided, however, that none of the following, alone or in combination, shall be deemed to constitute a Material Adverse Effect, or be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur:

(A) Effects generally affecting (1) the economy, credit, capital, securities or financial markets in the United States or elsewhere in the world, including changes to interest rates and exchange rates, or (2) political, regulatory or business conditions in any jurisdiction in which Versum or any of its Subsidiaries has material operations or where any of Versum's or any of its Subsidiaries' products or services are sold;

(B) Effects that are the result of factors generally affecting the semiconductor industry or any industry, markets or geographical areas in which Versum and its Subsidiaries operate;

(C) any loss of, or adverse Effect in, the relationship of Versum or any of its Subsidiaries, contractual or otherwise, with customers, Employees, unions, suppliers, distributors, financing sources, partners or similar relationship to the extent caused by the entry into, announcement or consummation of the Transactions (provided that the exception in this clause (C) shall not apply to the representations and warranties contained in Section 5.5(b));

(D) the performance by Versum of its obligations to the extent expressly required under this Agreement;

(E) any action taken (or not taken) by Versum or any of its Subsidiaries (1) that is required to be taken (or not to be taken) by this Agreement and for which Versum shall have requested in writing Parent's consent to permit its non-compliance and Parent shall not have granted such consent or (2) at the written request of Parent, which action taken (or not taken) is not required under the terms of this Agreement;

(F) changes or modifications, and prospective changes or modifications, in GAAP or in any Law of general applicability, including the repeal thereof, or in the interpretation or enforcement thereof, after the date of this Agreement;

(G) any failure, in and of itself, by Versum to meet any internal or public projections or forecasts or estimates of revenues or earnings for any period; provided, that the exception in this clause (G) shall not prevent or otherwise affect a determination that any Effect underlying such failure has resulted in, or contributed to, or would reasonably be expected to result in, or contribute to, a Material Adverse Effect (if not otherwise falling within any of the exceptions in clauses (A) through (F) or (H) and (I));

(H) any Effect resulting from acts of war (whether or not declared), civil disobedience, hostilities, sabotage, terrorism, geopolitical conditions, military actions or the escalation or worsening of any of the foregoing, any hurricane, flood, tornado, earthquake or other weather or natural disaster, or any outbreak of illness or other public health event or any other force majeure event, whether or not caused by any Person; or

(I) (1) a decline in the market price, or change in trading volume, in and of itself, of the shares of Versum Common Stock on the NYSE, or (2) any ratings downgrade or change in ratings outlook for Versum or any of its Subsidiaries; provided, that the exceptions in this clause (I) shall not prevent or otherwise affect a determination that any Effect underlying such decline or change has resulted in, or contributed to, or would reasonably be expected to result in, or contribute to, a Material Adverse Effect (if not otherwise falling within any of the exceptions in clauses (A) through (H));

provided, further, that, with respect to clauses (A), (B), (F) and (H), such Effect will be taken into account in determining whether a Material Adverse Effect has occurred if it disproportionately adversely affects Versum and its Subsidiaries, taken as a whole, compared to other companies and their respective Subsidiaries, taken as a whole, of comparable size, operating in the industries in which Versum and its Subsidiaries operate, but, in such event, only the incremental disproportionate impact of any such Effect will be taken into account in determining whether a Material Adverse Effect has occurred.

"**NYSE**" means the New York Stock Exchange, Inc.

"**Ordinary Course**" means, with respect to an action taken by any Person, that such action is in the ordinary course of business and consistent with the past practices of such Person.

"**Organizational Documents**" means (a) with respect to any Person that is a corporation, its articles or certificate of incorporation, memorandum and articles of association, as applicable, and bylaws, or comparable documents, (b) with respect to any Person that is a partnership, its certificate of partnership and partnership agreement, or comparable documents, (c) with respect to any Person that is a limited liability company, its certificate of formation and limited liability company or operating agreement, or comparable documents, (d) with respect to any Person that is a trust or other entity, its declaration or agreement of trust or other constituent document or comparable documents and (e) with respect to any other Person that is not an individual, its comparable organizational documents.

"**Owned Real Property**" means all land, together with all buildings, structures, improvements and fixtures located thereon, and all easements and other rights and interests appurtenant thereto, owned by Versum and any of its Subsidiaries.

"**Permitted Encumbrances**" means (a) mechanics', materialmen's, carriers', workmen's, repairmen's, vendors', operators' or other like Encumbrances, if any, arising or incurred in the Ordinary Course that (i) relate to obligations as to which there is no default on the part of Versum or any of its Subsidiaries and that do not materially detract from the value of or materially interfere with the use of any of the assets of Versum and its Subsidiaries as currently conducted or (ii) are being contested in good faith through appropriate Proceedings; (b) Encumbrances arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the Ordinary Course; (c) Rights-of-Way, covenants, conditions, restrictions and other similar matters of record affecting title and other title defects of record or Encumbrances (other than those constituting Encumbrances for the payment of Indebtedness), if any, that do not or would not, individually or in the aggregate, impair in any material respect the use or occupancy of the assets of Versum and its Subsidiaries, taken as a whole; (d) Encumbrances for Taxes or other governmental charges that are not yet due or payable or that are being contested in good faith through appropriate Proceedings and for which adequate reserves have been established in accordance with GAAP; (e) Encumbrances supporting surety bonds, performance bonds and similar obligations issued in the Ordinary Course in connection with the businesses of Versum and its Subsidiaries; (f) Encumbrances not created by Versum or its Subsidiaries that affect the underlying fee interest of a Versum Leased Real Property; (g) Encumbrances that are disclosed on the most recent consolidated balance sheet of the Party included in the Reports or notes thereto or securing liabilities reflected on such balance sheet; (h) Encumbrances arising under or pursuant to the Organizational Documents of Versum or any of its Subsidiaries; (i) with respect to Rights-of-Way, restrictions on the exercise of any of the rights under a granting instrument that are set forth therein or in another executed agreement, that is of public record or to which Versum or any of its Subsidiaries otherwise has access, between the parties thereto; (j) Encumbrances resulting from any facts or circumstances relating to Parent or any of its Affiliates; (k) Encumbrances that do not and would not reasonably be expected to materially impair the continued use of a Versum Owned Real Property or a Versum Leased Real Property as presently operated; (l) non-exclusive licenses to Intellectual Property; (m) restrictions or exclusions that would be shown by a current title report or other similar report; and (n) specified Encumbrances described in Section 10.7(a)(ii) of the Versum Disclosure Letter.

"**Person**" means an individual, corporation (including not-for-profit), Governmental Entity, general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, unincorporated organization, other entity of any kind or nature or group (as defined in Section 13(d)(3) of the Exchange Act).

"**Personal Data**" means a natural person's name, street address, telephone number, e-mail address, photograph, identification number, social security number, government-issued identifier or tax identification number, driver's license number, passport number, credit card number, bank information, Internet protocol address, device identifier or any other piece of information that, alone or together with other information held by Versum and its Subsidiaries, allows the identification of a natural person.

"**Proceeding**" means any action, cause of action, claim, demand, litigation, suit, grievance, citation, summons, subpoena, inquiry, audit, hearing, originating application to a tribunal, arbitration or other similar proceeding of any nature, civil, criminal, regulatory, administrative or otherwise, whether in equity or at law, in contract, in tort or otherwise.

"**Real Property**" means, collectively, the Owned Real Property and the Leased Real Property.

"**Registered Intellectual Property**" means all Intellectual Property owned by Versum and its Subsidiaries that is registered, recorded or filed under the authority of, with or by any Governmental Entity or Internet domain name registrar in any jurisdiction, including pending applications for any of the foregoing.

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing, or arranging for disposal, into the indoor or outdoor environment.

"**Rights Agreement**" means the Rights Agreement, dated as of February 28, 2019, by and between Versum and Broadridge Corporate Issuer Solutions, Inc., as rights agent, as amended to the date hereof.

"**Rights-of-Way**" means easements, licenses, rights-of-way, permits, servitudes, leasehold estates, instruments creating an interest in real property, and other similar real estate interests.

"**SEC**" the Securities and Exchange Commission.

"**Section 721**" means Section 721 of the Defense Production Act of 1950, as effected by Section 5021 of the Omnibus Trade and Competitiveness Act of 1988, and as amended by the Foreign Investment and National Security Act of 2007, Pub.L. 110-49, 121 Stat. 246 (2007), and The Foreign Investment Risk Review Modernization Act of 2018, Subtitle A of Title XVII of Pub. L. 115–232 (Aug. 13, 2018), codified at 50 U.S.C. § 4565.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Significant Subsidiary**" has the meaning ascribed to such term in Rule 1.02(w) of Regulation S-X promulgated pursuant to the Exchange Act.

"**Subsidiary**" means, with respect to any Person, any other Person of which (a) at least a majority of the securities or ownership interests of such other Person is directly or indirectly owned or controlled by such Person, or (b) the power to vote or direct voting of sufficient voting securities, other voting rights or voting partner interests to elect a majority of the board of directors or other persons performing similar functions is directly or indirectly owned or controlled by such Person or by one or more of its Subsidiaries.

"**Superior Proposal**" means an unsolicited, *bona fide* written Acquisition Proposal (except that the references in the definition thereof to "fifteen percent (15%) or more" shall be deemed to be references to "50% or more") made after the date of this Agreement that

the Versum Board has determined in good faith, after consultation with its outside legal counsel and its financial advisor (a) would result in a transaction more favorable (including, without limitation, from a financial point of view) to Versum's stockholders than the Transactions and (b) is reasonably likely to be consummated on the terms proposed, in each case of clauses (a) and (b), taking into account any legal, financial, regulatory and stockholder approval requirements, the sources, availability and terms of any financing, financing market conditions and the existence of a financing contingency, the likelihood of termination, the timing of closing, the identity of and any prior dealings with the Person or Persons making the proposal and any other aspects considered relevant by the Versum Board, including any revisions to the terms of this Agreement proposed by Parent pursuant to Section 7.2(e)(ii).

"**Tax**" means all federal, state, local and foreign income, windfall or other profits, franchise, gross receipts, environmental, customs duty, capital stock, severances, stamp, transfer, payroll, sales, employment, unemployment, disability, use, property, withholding, excise, production, value added, escheat, unclaimed property, occupancy and other taxes, duties or assessments in the nature of a tax, together with all interest, penalties and additions imposed with respect to such amounts and any interest in respect of such penalties and additions.

"**Tax Return**" means all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns) supplied to or required to be supplied to a Tax authority relating to Taxes.

"**Treasury Regulation**" means Part 1 of Title 26, Chapter I, Subchapter A of the Code of Federal Regulations.

"Treasury Shares and Parent Owned Shares" means the shares of Versum Common Stock owned by Versum, Parent, Merger Sub or any other direct or indirect wholly-owned subsidiary of Parent, and in each case excluding any such shares of Versum Common Stock owned by a Versum Benefit Plan or held on behalf of third parties.

"**Versum Benefit Plan**" means any Benefit Plan that is sponsored or maintained by, or required to be contributed to, or with respect to which any potential liability is borne by Versum or any of its Subsidiaries.

"**Versum Credit Agreement**" means that certain Credit Agreement, dated as of September 30, 2016, among Versum, Citibank, N.A., as administrative agent and collateral agent, and the lenders from time to time party thereto, as amended, restated, supplemented or otherwise modified.

"**Versum Indenture**" means that certain Indenture, dated as of September 30, 2016, by and among Versum, the guarantors party thereto from time to time and Wells Fargo Bank, National Association, as trustee, as amended, restated, supplemented or otherwise modified.

"**Versum Prior Stock Plan**" means the Air Products and Chemicals, Inc. Long-Term Incentive Plan, amended and restated as of October 1, 2014.

"**Versum Stock Plan**" means the Versum Materials, Inc. Amended and Restated Long-Term Incentive Plan.

"**Versum Stockholders Meeting**" means the meeting of stockholders of Versum to be held in connection with the Merger, as may be adjourned or postponed from time to time.

"**Versum Termination Fee**" means an amount in cash equal to $235 million.

"**Willful Breach**" means a breach of this Agreement that is the result of a willful or intentional act or failure to act where the breaching party knows, or would reasonably be expected to have known, that such act or failure to act might result in, or would reasonably be expected to result in, a breach.

(b) The following terms are defined elsewhere in this Agreement, as indicated below:

Agreement	Preamble
Alternative Acquisition Agreement	7.2(e)(i)(D)
Applicable Date	5.6(a)
Approvals	5.5(a)
Bankruptcy and Equity Exception	5.4
Board Recommendation Notice	7.2(e)(ii)
Book-Entry Share	2.2
Burdensome Effect	7.5(e)
Bylaws	4.1(b)
Certificate	2.2
Certificate of Merger	1.3
CFIUS	5.5(a)
Change of Recommendation	7.2(e)(i)(D)
Charter	4.1(a)
Chosen Court	10.4(b)
Closing	1.2
Closing Date	1.2
Combined Company	1.1
Confidentiality Agreement	10.8
Consents	7.5(a)
Converted PSU Cash Award	2.4(c)
Converted RSU Cash Award	2.4(b)
D&O Insurance	7.13(b)
DGCL	Recitals
Director Deferral Plan	2.4(d)
Dissenting Stockholders	10.7(a)
Effective Time	1.3
Eligible Shares	2.1
Encumber	5.3
Encumbrance	5.3
Entegris	Recitals

Entegris Agreement	Recitals
Entegris Termination Fee	Recitals
Exchange Agent	3.1
Exchange Fund	3.1
FCPA	5.12(e)
Filings	5.5(a)
Financing	7.7(a)
Financing Disclosure	7.10
Financing Documents	10.15
GAAP	5.6(e)
Governmental Antitrust or Security Entity	7.5(d)(i)
Indemnified Parties	7.13(a)
Insurance Policies	5.17
IRS	5.10(d)
Labor Organization	5.11(a)
Letter of Transmittal	3.2(a)
Material Contract	5.18(a)(viii)
Merger	Recitals
Merger Consideration	2.1
Merger Sub	Preamble
Non-DTC Book-Entry Share	3.2(a)
Non-U.S. Benefit Plans	5.10(k)
OFAC	5.12(d)
Outside Date	9.2(a)
Parent	Preamble
Parent Board	Recitals
Party or Parties	Preamble
Prior Plan Versum RSU	2.4(b)
Proxy Statement	7.3(a)
Regulatory Remedy	7.5(d)(ii)
Relevant Legal Restraint	8.1(c)
Reports	5.6(a)
Representatives	7.2(a)
Requisite Regulatory Approvals	8.1(b)
Requisite Versum Vote	5.4
Sarbanes-Oxley Act	5.6(a)
Tail Period	7.13(b)
Takeover Statute	5.13
Transactions	Recitals
Versum	Preamble
Versum Board	Recitals
Versum Common Stock	Recitals
Versum Compensation Committee	2.4(c)
Versum Continuing Employees	7.11(a)
Versum Disclosure Letter	Article V
Versum Dividend Equivalents	2.4(e)

Versum DSU	2.4(d)
Versum Equity Awards	2.4(f)
Versum Option	2.4(a)
Versum Preferred Stock	5.3
Versum PSU	2.4(c)
Versum Recommendation	5.22
Versum RSU	2.4(b)

10.8 Entire Agreement. This Agreement (including any exhibits hereto), the Versum Disclosure Letter and the Confidentiality Agreement, dated as of March 29, 2019, between Versum and Parent (as amended from time to time, the "**Confidentiality Agreement**") constitute the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, negotiations, understandings and representations and warranties, whether oral or written, with respect to such matters, except for the Confidentiality Agreement, which shall remain in full force and effect until the Closing.

10.9 Third-Party Beneficiaries. Versum and Parent hereby agree that their respective representations, warranties and covenants set forth in this Agreement are solely for the benefit of the other Parties hereto, in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than Parent, Merger Sub, Versum and their respective successors, legal representatives and permitted assigns any rights or remedies, express or implied, hereunder, including the right to rely upon the representations and warranties set forth in this Agreement, except with respect to (i) Section 7.13 [*Indemnification; Directors' and Officers' Insurance*] and Section 10.15 [*Financing Parties*] and (ii) after the Effective Time, the provisions of Article II relating to the payment of the Merger Consideration which shall inure to the benefit of, and be enforceable by, holders of Versum Common Stock and Versum Equity Awards as of immediately prior to the Effective Time to the extent necessary to receive the consideration and amounts due to such Persons thereunder). The representations and warranties in this Agreement are the product of negotiations among the Parties. Any inaccuracies in such representations and warranties are subject to waiver by the Parties in accordance with Section 10.2 without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the Parties of risks associated with particular matters regardless of the knowledge of any of the Parties. Consequently, Persons other than the Parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

10.10 Fulfillment of Obligations. Whenever this Agreement requires a Subsidiary of Parent to take any action, such requirement shall be deemed to include an undertaking on the part of Parent to cause such Subsidiary to take such action and, after the Effective Time, on the part of the Combined Company to cause such Subsidiary to take such action. Whenever this Agreement requires a Subsidiary of Versum to take any action, such requirement shall be deemed to include an undertaking on the part of Versum to cause such Subsidiary to take such action. Any obligation of one Party to another Party under this Agreement, which obligation is performed, satisfied or fulfilled by an Affiliate of such Party, shall be deemed to have been performed, satisfied or fulfilled by such Party.

10.11 Non-Recourse. Unless expressly agreed to otherwise by the Parties in writing, this Agreement may only be enforced against, and any Proceeding in connection with, arising out of or otherwise resulting from this Agreement, any instrument or other document delivered pursuant to this Agreement or the transactions may only be brought against the Persons expressly named as Parties and then only with respect to the specific obligations set forth herein with respect to such Party. No past, present or future director, Employee (including any officer), incorporator, manager, member, partner, stockholder, other equity holder or Persons in a similar capacity, controlling person, Affiliate or other Representative of any Party or of any Affiliate of any Party, or any of their respective successors, Representatives and permitted assigns, shall have any liability or other obligation for any obligation of any Party under this Agreement or for any Proceeding in connection with, arising out of or otherwise resulting from this Agreement, any instrument or other document delivered pursuant to this Agreement or the Transactions.

10.12 Severability. The provisions of this Agreement shall be deemed severable and the illegality, invalidity or unenforceability of any provision shall not affect the legality, validity or enforceability of the other provisions of this Agreement. If any provision of this Agreement, or the application of such provision to any Person or any circumstance, is illegal, invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, insofar as may be legal, valid and enforceable, the intent and purpose of such illegal, invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such illegality, invalidity or unenforceability, nor shall such illegality, invalidity or unenforceability affect the legality, validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.

10.13 Interpretation; Construction.

(a) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. All article, section, subsection, schedule, annex and exhibit references used in this Agreement are to articles, sections, subsections, schedules, annexes and exhibits to this Agreement unless otherwise specified. The exhibits, schedules and annexes attached to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words “includes” or “including” shall mean “including without limitation,” the words “hereof,” “hereby,” “herein,” “hereunder” and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular section or article in which such words appear and any reference to a Law shall include any rules and regulations promulgated thereunder, and any reference to any Law in this Agreement shall only be a reference to such Law as of the date of this Agreement. Currency amounts referenced herein are in U.S. Dollars.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.

(d) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(e) The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

10.14 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and permitted assigns. No Party may assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part, by operation of Law or otherwise, directly or indirectly, without the prior written consent of the other Parties; provided, however, that Parent may designate, by written notice to Versum, another wholly-owned direct or indirect subsidiary to be a constituent corporation in the Merger in lieu of Merger Sub, in which event all references herein to Merger Sub shall be deemed references to such other subsidiary, except that all representations and warranties made herein with respect to Merger Sub as of the date of this Agreement shall be deemed representations and warranties made with respect to such other subsidiary as of the date of such designation; provided, that any such designation shall not (i) relieve Parent or Merger Sub of any of its obligations hereunder, (ii) impede or delay the consummation of the Transactions or (iii) otherwise impede or impact the rights of the stockholders of Versum under this Agreement. Any purported assignment in violation of this Agreement is void.

10.15 Financing Parties. Notwithstanding anything in this Agreement to the contrary, but in all cases subject to and without in any way limiting the rights and claims of any Party and/or any of its Subsidiaries under and pursuant to the Facilities Agreement or any other definitive agreement entered into by such Party (but not, for the avoidance of doubt, the other Party or any of its Subsidiaries) with respect to any financing arrangements in connection with the Merger (the "**Financing Documents**"), each of Versum and Parent, on behalf of itself, its Subsidiaries and each of its controlled Affiliates, hereby:

(a) agrees that any Proceeding, whether in law or in equity, whether in contract or in tort or otherwise, involving the Financing Entities, in any way arising out of or relating to this Agreement, the Financing Documents or any of the transactions contemplated hereby or thereby or the performance of any services thereunder shall be subject to the exclusive jurisdiction of, and shall be brought and heard and determined exclusively in, any Federal court of the United States of America sitting in the Borough of Manhattan or, if that court does not have subject matter jurisdiction, in any state court located in the City and County of New York, and any appellate court thereof, and each party hereto irrevocably submits itself and its property with respect to any such Proceeding to the exclusive jurisdiction of such courts;

(b) agrees that any such Proceeding shall be governed by the laws of the State of New York (without giving effect to any conflicts of law principles that would result in the application of the laws of another state), except as otherwise expressly provided in the Financing Documents;

(c) agrees not to bring or support or permit any of its controlled Affiliates to bring or support any Proceeding of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any Financing Entity in any way arising out of or relating to this Agreement, the Financing Documents or any of the transactions contemplated hereby or thereby or the performance of any services thereunder in any forum other than any Federal court of the United States of America sitting in the Borough of Manhattan or, if that court does not have subject matter jurisdiction, in any state court located in the City and County of New York, and any appellate court thereof;

(d) agrees that service of process upon such Party, its Subsidiaries or its controlled Affiliates in any such Proceeding shall be effective if notice is given in accordance with Section 10.6;

(e) irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of such Proceeding in any such court;

(f) knowingly, intentionally and voluntarily waives to the fullest extent permitted by applicable law trial by jury in any Proceeding brought against the Financing Entities in any way arising out of or relating to, this Agreement, the Financing Documents or any of the transactions contemplated hereby or thereby or the performance of any services thereunder;

(g) agrees that none of the Financing Entities will have any liability to Versum or any of its Subsidiaries or any of its Affiliates or Representatives in any way relating to or arising out of this Agreement or any Financing Documents, or any of the transactions contemplated hereby or thereby or the performance of any services thereunder, whether in law or in equity, whether in contract or in tort or otherwise;

(h) agrees that the Financing Entities are express third party beneficiaries of, and may enforce, this Section 10.15 and any of the provisions in this Agreement reflecting the agreements in this Section 10.15; and

(i) agrees that the provisions in this Section 10.15 and the definition of "Financing Entities" (and any other definition set forth in, or any other provision of, this Agreement to the extent that an amendment, waiver or other modification of such definition or other provision would amend, waive or otherwise modify the substance of this Section 10.15 or the definition of "Financing Parties") shall not be amended, waived or otherwise modified, in each case, in any way materially adverse to the rights of any Lender (as defined in the Facilities Agreement) without the prior written consent of such Lender (as defined in the Facilities Agreement) (and any such amendment, waiver or other modification without such prior written consent shall be null and void).

[*signature page follows*]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties to this Agreement as of the date first written above.

MERCK KGAA

By /s/ Friederike Rotsch
Name: Dr. Friederike Rotsch
Title: Group General Counsel

By /s/ Roman Werth
Name: Roman Werth
Title: Head of Mergers & Acquisitions

EMD PERFORMANCE MATERIALS HOLDING, INC.

By /s/ Anthony O'Donnell
Name: Anthony O'Donnell
Title: President

VERSUM MATERIALS, INC.

By /s/ Guillermo Novo
Name: Guillermo Novo
Title: President and Chief Executive Officer

Exhibit 10.1

April __, 2019

Dear _____:

As an employee of Versum Materials, Inc. or its subsidiaries (collectively, "Versum" or the "Company"), you are aware that on April 12, 2019, Versum entered into a definitive Agreement and Plan of Merger ("Merger Agreement") with Merck KGaA, a German corporation with general partners ("Parent"), and EMD Performance Materials Holding, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent, under which Versum would become a wholly-owned subsidiary of Parent (the "Proposed Transaction"). This letter agreement (the "Agreement") replaces and supersedes any retention bonus letter agreement you may have received with respect to the merger of Versum with Entegris, Inc., and such letter is void and shall have no further force or effect.

In recognition of the fact that you are a valued member of the Versum team, we would like to offer you a retention bonus in connection with the Proposed Transaction, subject to the terms and conditions of this Agreement. The Retention Bonus (as defined below) will not be applicable in any other circumstances or for any other future transaction, unless explicitly agreed in writing by the Company and you. The Retention Bonus will be payable to you if you remain employed by the Company or its successor (or any parent or affiliate) through the date which is six (6) months following the Closing (as defined in Appendix A) (the "Anniversary Date"), subject to the terms and conditions set forth below. The Retention Bonus is in addition to the rights (if any) you may have under (a) the Versum Materials, Inc. Severance Plan, subject to the terms and conditions set forth in such plan (the "Plan"); or (b) the terms of any employment agreement that may be in effect between you and the Company.

This retention bonus is personal to you and it is a condition to your receipt of any of the amounts herein that you keep this Agreement confidential and do not discuss this Agreement with anyone other than myself, Human Resources or our Legal Department, and in confidence, your spouse or partner, financial and/or legal advisor (except to the extent the terms of this Agreement are publicly disclosed by the Company).

1. Proposed Retention Bonus

Subject to the conditions set forth herein, the Company will make a special one-time payment to you equal to $_____ as a retention bonus (the "Retention Bonus"). The Retention Bonus (a) is subject to your execution and non-revocation of a general release of claims agreement in the form determined by the Company pertaining to certain claims you may have against the Company, its affiliates and other related parties up to and through the date the Retention Bonus is paid (the "Release") and (b) subject to satisfaction of clause (a), will be paid by the Company in cash (less required withholdings and deductions) on or prior to sixty (60) days following the Anniversary Date. If your employment is terminated after the Closing but prior to the Anniversary Date by the Company or its successor (or any parent or affiliate) without Cause or by you for Good Reason (each, a "Qualifying Termination"), the Retention Bonus payment shall become due and payable in cash on or prior to sixty (60) days following such termination of employment, subject to the execution and

non-revocation of the Release. No part of the Retention Bonus will be treated as compensation paid to you for purposes of calculating your entitlement to any retirement or other benefits provided by the Company. Any payments under the Plan will continue to be paid in accordance with the terms of the Plan.

2. Conditions

Your rights with respect to the Retention Bonus, in addition to the above, are subject to the satisfaction of the following conditions:

(a) The Closing must occur on or before _____ (unless such date is extended by Versum in its sole discretion);

(b) From now until the earlier of the Anniversary Date and a Qualifying Termination, (i) you must remain an employee of the Company or its successor (or any parent or affiliate) in good standing; (ii) you must continue to perform your duties and responsibilities as assigned by the Company or its successor (or any parent or affiliate); and (iii) you must not have given notice of termination of your employment with the Company or its successor (or any parent or affiliate) (other than for Good Reason);

(c) You have not filed or asserted any claims on or before the relevant payment date against Versum or its successor (or any parent or affiliate) and you have executed and delivered to the Company a valid Release within twenty-one (21) days following the Anniversary Date (or, if earlier, the statutorily required period following the date of a Qualifying Termination) and you have not revoked such release during the seven (7) day period following your delivery of the Release;

(d) You will assist Versum in all of its efforts to complete the Proposed Transaction up to and through the Anniversary Date (or, if earlier, through the date of a Qualifying Termination). In performing these duties, you will maintain total confidentiality with regard to the Proposed Transaction (except in the good faith performance of your duties, as permitted by Versum with Parent) and represent Versum's interests in completing the Proposed Transaction in a timely fashion; and

(e) You will keep confidential the existence and terms of this Agreement and will not discuss it with anyone (including your manager or supervisor) other than myself, Human Resources, or our Legal Department, and in confidence your spouse or partner, financial and/or legal advisors (except to the extent the terms of this Agreement are publicly disclosed by the Company).

3. Administration

The Retention Bonus will be administered solely by the Vice President, Human Resources and Senior Vice President, General Counsel of the Company.

4. Arbitration

Any dispute or controversy arising under, related to or in connection with this Agreement or the Retention Bonus shall be settled exclusively by arbitration before a single arbitrator in the state in which your principal place of employment is located, in accordance with the Commercial Arbitration Rules of American Arbitration Association. The arbitrator's decision shall be final and binding on all parties to this Agreement and such decision may be enforced in any court having competent jurisdiction.

5. Assignment

This Agreement is personal to you and may not be assigned by you. This Agreement shall inure to the benefit of and be binding upon Versum and its successors. Versum shall require, if not otherwise required by operation of law, any successor to the business, whether direct or indirect, by purchase, merger, consolidation, acquisition of stock or otherwise, to assume and perform this Agreement in the same manner and to the same extent as Versum would be required to perform if no such succession has taken place.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the law of the State of New York without reference to principles of conflict of laws.

7. Termination

This Agreement shall automatically terminate on _____ if the Closing has not occurred on or before that date, unless the Company extends such termination date in its sole discretion.

8. Effect on Existing Employment

This Agreement shall not be construed as giving you the right to be retained in the employ of, or in any consulting relationship to, the Company or its successor (or any parent or affiliate). You acknowledge and understand that your employment with the Company or its successor (or any parent or affiliate) is on an "at will" basis. Except as otherwise set forth herein, your employment agreement, if any, shall remain in full force and effect.

9. Interpretation

The Company shall be empowered to make all determinations or interpretations contemplated under this Agreement, which determinations and interpretations shall be binding and conclusive on you and the Company.

10. No Trust Fund

This Agreement shall not be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and you or any other person. To the extent that you acquire the right to receive payments from the Company under this Agreement, such right shall be no greater than the right of any unsecured general creditor of the Company.

11. Amendment

This Agreement may not be amended or modified other than by a written agreement executed by you and the Company or its successors, nor may any provision hereof be waived other than by a writing executed by you or the Company or its successors.

12. Entire Agreement

This Agreement and the documents referred to herein or delivered pursuant hereto which form a part hereof contain the entire understanding of the parties with respect to the Retention Bonus and any other retention award related to, or payable in connection with, the Proposed Transaction. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings with respect to the Retention Bonus and any other retention award related to, or payable in connection with, the Proposed Transaction other than those expressly set forth herein and therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to the Retention Bonus and any other retention award related to, or payable in connection with, the Proposed Transaction.

13. Counterparts

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

14. Section 409A of the Code

The Company intends that this Agreement complies with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code" and such section, "Section 409A") to the extent that the requirements of Section 409A are applicable thereto (and not exempt pursuant to the short term deferral exception under Treas. Reg. Section 1.409A-1(b)(4) or otherwise), and the provisions of this Agreement shall be construed in a manner consistent with that intention. If the Company believes, at any time, that any payment or benefit under this Agreement that is subject to Section 409A does not so comply, this Agreement will be interpreted or reformed in the manner necessary to achieve compliance with Section 409A. If and to the extent required to comply with Section 409A, (a) no payment or benefit required to be paid under this Agreement on account of termination of your employment shall be made unless and until you incur a "separation from service" within the meaning of Section 409A, (b) if you are a "specified employee," then no payment or benefit that is payable on account of your "separation from service," as that term is defined for purposes of Section 409A, shall be made before the date that is six (6) months after your "separation from service" (or, if earlier, the date of your death), and (c) if the applicable deadline for you to execute (and not revoke) the applicable general Release spans two (2) calendar years, the Retention Bonus shall be paid in the second calendar year. While the payments and benefits provided hereunder are intended to be structured in a manner to avoid the implication of any penalty taxes under Section 409A, in no event whatsoever shall the Company or any of its affiliates be liable for any additional tax, interest, or penalties that may be imposed on you as a result of Section 409A.

15. Section 280G of the Code

Notwithstanding any provision of this Agreement to the contrary, if the payments or benefits received or to be received by you are contingent on the occurrence of a change in control (including if the payment was generated by the change in control or is made as a result of an event that is closely associated with the change in control and the event is materially related to the change in control), whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Company (all such payments and benefits, being hereinafter referred to as the "Total Payments"), and such payments or benefits would be subject to the excise tax imposed under Section 4999 of the

Code (the "Excise Tax"), you shall receive the Total Payments and be responsible for the Excise Tax; provided, however, that you shall not receive the Total Payments and the Total Payments shall be reduced to the Safe Harbor Amount if (x) the net amount of such Total Payments, as so reduced to the Safe Harbor Amount (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments) is greater than or equal to (y) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of the Excise Tax to which you would be subject in respect of such unreduced Total Payments). The "Safe Harbor Amount" is the amount to which the Total Payments would hypothetically have to be reduced so that no portion of the Total Payments would be subject to the Excise Tax.

For purposes of determining whether any of the Total Payments will be subject to the Excise Tax and the amount of such Excise Tax, (a) all of the Total Payments shall be treated as "parachute payments" (within the meaning of Section 280G(b)(2) of the Code) unless, in the opinion of tax counsel ("Tax Counsel") selected by the accounting firm which was, immediately prior to the Closing, the Company's independent auditor (the "Auditor"), such payments or benefits (in whole or in part) do not constitute parachute payments, including by reason of Section 280G(b)(4)(A) of the Code, (b) all "excess parachute payments" within the meaning of Section 280G(b)(1) of the Code shall be treated as subject to the Excise Tax unless, in the opinion of Tax Counsel, such excess parachute payments (in whole or in part) represent reasonable compensation for services actually rendered (within the meaning of Section 280G(b)(4)(B) of the Code) in excess of the base amount (within the meaning of Section 280G(b)(3) of the Code) allocable to such reasonable compensation, or are otherwise not subject to the Excise Tax and (c) the value of any noncash benefits or any deferred payment or benefit shall be determined by the Auditor in accordance with the principles of Sections 280G(d)(3) and (d)(4) of the Code. If the Auditor is prohibited by applicable law or regulation from performing the duties assigned to it hereunder, then a different auditor, acceptable to both Versum and you, shall be selected. The fees and expenses of Tax Counsel and the Auditor shall be paid by Versum.

Please sign this Agreement and return it to _____ by _____. We will contact you about the timing of execution of Exhibit A.

We thank you in advance for the valuable contribution which you have made and which we are sure you will continue to make to the Company.

Yours truly,

_____

ACCEPTED AND AGREED:

_____

[NAME]

Appendix A

Definitions

For the purposes of the Agreement:

"Cause" shall have the meaning set forth in any individual employment agreement between you and the Company or, if no such agreement exists or such term is not defined, shall mean (i) your willful and continued failure to substantially perform your duties (other than any such failure resulting from incapacity due to physical or mental illness), after written notice from the Company requesting such substantial performance is delivered to you, which notice identifies in reasonable detail the manner in which the Company believes you have not substantially performed your duties and provides thirty (30) days in which to cure such failure; (ii) any act of fraud, embezzlement or theft on your part against the Company, its successor or affiliates; (iii) a conviction (or plea of nolo contendere) of a felony or any crime involving moral turpitude; (iv) a breach of a material element of the Company's Code of Ethics or Non-Solicitation, Non-Compete, Confidentiality and Intellectual Property Agreement (or any successor or similar policies); or (v) any material breach of your obligations under this Agreement or any individual employment agreement, which, to the extent curable, has not been cured to the reasonable satisfaction of the Company's board of directors within thirty (30) days after you have been provided written notice of such breach.

"Closing" means the closing of the Proposed Transaction as defined in the Merger Agreement, as may be amended from time to time.

"Good Reason" shall have the meaning set forth in any individual employment agreement between you and the Company or, if no such agreement exists or such term is not defined, shall mean without your consent, (i) a material reduction in your duties or responsibilities; (ii) a material reduction in your base salary or target bonus opportunity; (iii) a change of your principal place of employment of more than fifty (50) miles from your principal place of employment immediately prior to such change; provided, however, that such event will not constitute Good Reason unless you have provided the Company notice of the existence of a Good Reason condition no more than sixty (60) days after its initial existence and the Company has failed to remedy the condition within thirty (30) days after such notice.

Exhibit A

Form of Release

As used in this release of claims agreement (the "Release of Claims"), the term "claims" will include all claims, covenants, warranties, promises, undertakings, actions, suits, causes of action, obligations, debts, accounts, attorneys' fees, judgments, losses and liabilities, of whatsoever kind or nature, in law, equity or otherwise. Capitalized terms not otherwise defined herein shall have the meaning set forth in the letter agreement, dated as of April __, 2019, entered into with Versum Materials, Inc. (the "Company") (the "Retention Bonus Letter"), to which this Release of Claims is attached as an Exhibit A.

For and in consideration of the consideration provided in the Retention Bonus Letter (collectively, the "Consideration") and other good and valuable consideration, I, for and on behalf of myself and my heirs, administrators, executors and assigns, effective as of the date hereof, do fully and forever release, remise and discharge the Company and its subsidiaries and affiliates (collectively, the "Company Group"), together with their respective current and former officers, directors, partners, members, shareholders, fiduciaries, counsel, employees and agents (collectively, and with the Company Group, the "Company Parties") from any and all claims whatsoever up to the date hereof that I had, may have had, or now have against the Company Parties, whether known or unknown, for or by reason of any matter, cause, or thing whatsoever, including any claim arising out of or attributable to my employment or the termination of my employment with the Company Group, whether for tort, breach of express or implied contract, intentional infliction of emotional distress, wrongful termination, unjust dismissal, defamation, libel, or slander, or under any federal, state, or local law dealing with discrimination based on age, race, sex, national origin, handicap, religion, disability or sexual orientation. The release of claims in this Release of Claims includes, but is not limited to, all claims arising under the Age Discrimination in Employment Act of 1967 ("ADEA"), Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act of 1988 and the Equal Pay Act of 1963, each as may be amended from time to time, and all other federal, state, and local laws, the common law, and any purported restriction on an employer's right to terminate the employment of employees. I intend this Release of Claims to be a general release of any and all claims to the fullest extent permissible by law and for the provisions regarding the release of claims against the Company Parties to be construed as broadly as possible, and hereby incorporate in this release similar federal, state or other laws, all of which I also hereby expressly waive.

By executing this Release of Claims, I specifically release all claims relating to my service and its termination under ADEA, a U.S. federal statute that, among other things, prohibits discrimination on the basis of age in employment and employee benefit plans.

I acknowledge and agree that by virtue of the foregoing, I have waived any relief available to me (including without limitation, monetary damages, equitable relief and reinstatement) under any of the claims and/or causes of action waived in this Release of Claims. Therefore, I agree that I will not accept any award or settlement from the Company Group (including but not limited to any proceeding brought by any other person or by any government agency) with respect to any claim or right waived in this Release of Claims.

Notwithstanding the foregoing, nothing in this Release of Claims shall be a waiver of: (i) my rights with respect to the Consideration; (ii) my rights to benefits due to terminated employees under any pension plan (as defined in Section 3(2) of ERISA) of the Company Group, including any qualified pension plan; (iii) my rights under my employment agreement, if any; (iv) my rights under the Plan, if any; (v) my rights to make any Permitted Disclosure (as described below) or to collect a whistleblower award from any Governmental Entity (as defined below) arising from or in connection with any Permitted Disclosure; and (vi) any claims that cannot be waived by law including, without limitation, any claims filed with the Equal Employment Opportunity Commission, the U.S. Department of Labor, or claims under ADEA that arise after the date of this Release of Claims.

Nothing in this Release of Claims shall prohibit or impede me from communicating, cooperating or filing a complaint with any U.S. federal, state or local governmental or law enforcement branch, agency or entity (collectively, a "Governmental Entity") with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise making disclosures to any Governmental Entity, in each case, that are protected under the whistleblower provisions of any such law or regulation, provided that in each case such communications and disclosures are consistent with applicable law (a "Permitted Disclosure"). I understand that I do not need the prior authorization of (or to give notice to) the Company regarding any such communication or disclosure. I further understand and acknowledge that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. I understand and acknowledge further that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Notwithstanding the foregoing, under no circumstance will I be authorized to disclose any information covered by attorney-client privilege or attorney work product of any member of the Company Group without prior written consent of the Company's General Counsel or other officer designated by the Company.

I expressly acknowledge and agree that I:

- Am able to read the language, and understand the meaning and effect, of this Release of Claims;
- Have no physical or mental impairment of any kind that has interfered with my ability to read and understand the meaning of this Release of Claims or its terms, and that I am not acting under the influence of any medication, drug or chemical of any type in entering into this Release of Claims;
- Am specifically agreeing to the terms of the release contained in this Release of Claims because the Company has agreed to pay me the Consideration, which the Company has agreed to provide because of my agreement to accept it in full settlement of all possible claims I might have or ever had, and because of my execution of this Release of Claims;

- Acknowledge that but for my execution of this Release of Claims, I would not be entitled to the Consideration;
- Understand that, by entering into this Release of Claims, I do not waive rights or claims under ADEA that may arise after the date I execute this Release of Claims;
- Had or could have until _____ (the "Review Period"), in which to review and consider this Release of Claims, and that if I execute this Release of Claims prior to the expiration of the Review Period, I have voluntarily and knowingly waived the remainder of the Review Period;
- Was advised to consult with my attorney regarding the terms and effect of this Release of Claims; and
- Have signed this Release of Claims knowingly and voluntarily.

Notwithstanding anything contained herein to the contrary, this Release of Claims will not become effective or enforceable prior to the expiration of the period of seven (7) calendar days following the date of its execution by me (the "Revocation Period"), during which time I may revoke my acceptance of this Release of Claims by notifying the Company, in writing, delivered to the Company at its principal executive office, marked for the attention of its Chief Human Resources Officer. To be effective, such revocation must be received by the Company on or prior to the seventh (7th) calendar day following the execution of this Release of Claims. Provided that the Release of Claims is executed and I do not revoke it during the Revocation Period, the eighth (8th) day following the date on which this Release of Claims is executed shall be its effective date (the "Release Effective Date"). I acknowledge and agree that if I revoke this Release of Claims during the Revocation Period, this Release of Claims will be null and void and of no effect, and neither the Company nor any other member of the Company Group will have any obligations to pay me the Consideration.

The provisions of this Release of Claims shall be binding upon my heirs, executors, administrators, legal personal representatives, and assigns. If any provision of this Release of Claims shall be held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be of no force or effect. The illegality or unenforceability of such provision, however, shall have no effect upon and shall not impair the enforceability of any other provision of this Release of Claims.

EXCEPT WHERE PREEMPTED BY FEDERAL LAW, THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND THE LAWS OF THE STATE OF NEW YORK, APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THAT STATE WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS.

_____

[Name]

Dated: _____

Exhibit 99.1

Your Contacts

Media Relations
thomas.moeller@emdgroup.com
Phone: +49 6151 72-62445

Investor Relations
investor.relations@emdgroup.com
Phone: +49 6151 72-3321

April 12, 2019

Merck KGaA, Darmstadt, Germany, Signs Definitive Agreement to Acquire Versum Materials for $53 per Share

- Business combination creates a leading electronic materials player able to capitalize on attractive long-term secular growth drivers
- Versum is a "Best in Class" asset with industry-leading financial metrics
- Expected to be immediately accretive to earnings per share pre (EPS pre)
- €75 million in expected run-rate synergies by the third full year after closing
- Commitment to preserving strong investment grade credit rating
- Versum has terminated its previously announced merger agreement with Entegris

Darmstadt, Germany, and Tempe, Arizona, U.S., April 12, 2019 – Merck KGaA, Darmstadt, Germany, a leading science and technology company, has signed a definitive agreement to acquire Versum Materials, Inc. (NYSE: VSM) for $53 per share in cash. The business combination has been unanimously approved by the Executive Board of Merck KGaA, Darmstadt, Germany and by Versum's Board of Directors.

“With this transaction, Merck KGaA, Darmstadt, Germany, will be optimally positioned to capitalize on long-term growth trends in the electronic materials industry. Our combined business shall deliver leading-edge innovations to our customers around the globe,” said Stefan Oschmann, Chairman of the Executive Board and CEO of Merck KGaA, Darmstadt, Germany.

Seifi Ghasemi, Chairman of Versum, said: “The Merck-Versum transaction offers compelling and certain value for our shareholders and will provide long-term benefits for our customers and employees. This exciting business combination will create increased scale, product and service depth, enhanced global presence, strengthened supply chain and combined R&D capabilities, driving leading innovation. We look forward to joining together our respective businesses and talented teams.”

Versum is one of the world’s leading suppliers of innovation-driven, high-purity process chemicals, gases and equipment for semiconductor manufacturing. The company reported annual sales of approximately €1.2 billion ($1.4 billion) in FY2018, has approximately 2,300 employees, and operates 15 manufacturing and seven research and development facilities throughout Asia and North America. Versum has achieved revenue and adjusted EBITDA compounded annual growth in excess of 10% over the last three fiscal years with industry-leading adjusted EBITDA margins at 33%.

The business combination is expected to significantly strengthen Merck KGaA, Darmstadt, Germany’s Performance Materials business sector, creating a leading electronic materials player focused on the semiconductor and display industries. The business combination rebalances the company’s diversified three pillar portfolio of Healthcare, Life Sciences and Performance Materials while executing on Performance Material’s previously communicated transformation program.

The combined companies and their customers and employees will benefit from increased scale, product portfolio, innovation and services depth, globally. In addition, with the combined business, the Performance Materials business sector will strengthen its global supply chain.

Merck KGaA, Darmstadt, Germany intends to maintain Versum's Tempe, AZ headquarters as the major hub for the combined electronic materials business in the United States, complementing Merck KGaA, Darmstadt, Germany's already strong footprint and track record as a top employer in the U.S. Over the past decade, the company has invested approximately $24 billion in the U.S. through acquisitions alone, including the successful acquisitions of Millipore in 2010 and Sigma-Aldrich in 2015. Versum employees will become an integral part of a leading electronic materials business and will benefit from new and exciting development opportunities within a truly global science and technology company.

The agreed upon price reflects an enterprise value (EV) for Versum of approximately €5.8 billion, implying an EV/2019 EBITDA multiple of approximately 13.7x based upon consensus estimates and a pro-forma multiple of 11.6x including €75 million of identified annual run-rate cost synergies. The business combination is expected to be immediately accretive to earnings per share pre (EPS pre) and accretive to reported EPS in the third full year after closing.

Versum's Board of Directors, in consultation with its legal and financial advisors, has unanimously determined that this business combination constitutes a "Superior Proposal" as defined in Versum's previously announced merger agreement with Entegris, Inc., and Versum has terminated the merger agreement with Entegris concurrently with the execution of the definitive agreement with Merck KGaA, Darmstadt, Germany.

The transaction is expected to close in the second half of 2019, subject to the approval of Versum stockholders at a Versum special meeting, regulatory clearances and the satisfaction of other customary closing conditions. The applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, for U.S. antitrust purposes has already expired.

The business combination will be financed with cash on hand and debt by way of a facilities agreement with Bank of America Merrill Lynch, BNP Paribas Fortis and Deutsche Bank AG. Merck KGaA, Darmstadt, Germany, is committed to preserving its strong investment grade credit rating.

Concurrently with the signing, the previously announced tender offer to acquire Versum common stock has been terminated and the contested solicitation of proxies has also ended.

Merck KGaA, Darmstadt, Germany, will be hosting a conference call with the financial community at 10:00 a.m. EST to discuss the business combination.

Copies of the Merger Agreement and other related materials are available on the SEC website at www.sec.gov.

Guggenheim Securities, LLC and Goldman Sachs & Co. LLC are acting as financial advisors, and Sullivan & Cromwell LLP is acting as legal counsel to Merck KGaA, Darmstadt, Germany, in connection with the business combination. Lazard and Citi are serving as financial advisors to Versum and Simpson Thacher & Bartlett LLP is serving as legal counsel.

Versum Materials Contacts

Media Relations

tiffany.elle@versummaterials.com

Phone: 480-282-6475

Investor Relations

soohwan.kim@versummaterials.com

Phone: 602-282-0957

Sard Verbinnen & Co
Emily Claffey / Julie Rudnick
Phone: 212-687-8080

All Merck KGaA, Darmstadt, Germany, press releases are distributed by e-mail at the same time they become available on the EMD Group Website. In case you are a resident of the USA or Canada please go to www.emdgroup.com/subscribe to register for your online subscription of this service as our geo-targeting requires new links in the email. You may later change your selection or discontinue this service.

About Merck KGaA, Darmstadt, Germany

Merck KGaA, Darmstadt, Germany, a long-term oriented, predominantly family-owned leader in science and technology, operates across healthcare, life science and performance materials. Around 52,000 employees work to make a positive difference to millions of people's lives every day by creating more joyful and sustainable ways to live. In Merck KGaA, Darmstadt, Germany's more than 350-year history, people have always been and will continue to be at the center of everything it does. From advancing gene editing technologies and discovering unique ways to treat the most challenging diseases to enabling the intelligence of devices – the company is everywhere. In 2018, Merck KGaA, Darmstadt, Germany, generated sales of € 14.8 billion in 66 countries.

The company holds the global rights to the name and trademark "Merck" internationally. The only exceptions are the United States and Canada, where the business sectors of Merck KGaA, Darmstadt, Germany, operate as EMD Serono in healthcare, MilliporeSigma in life science, and EMD Performance

Materials. Since its founding 1668, scientific exploration and responsible entrepreneurship have been key to the company's technological and scientific advances. To this day, the founding family remains the majority owner of the publicly listed company.

About Versum Materials

Versum Materials, Inc. (NYSE: VSM) is a leading global specialty materials company providing high-purity chemicals and gases, delivery systems, services and materials expertise to meet the evolving needs of the global semiconductor and display industries. Derived from the Latin word for "toward," the name "Versum" communicates the company's deep commitment to helping customers move toward the future by collaborating, innovating and creating cutting-edge solutions.

A global leader in technology, quality, safety and reliability, Versum Materials is one of the world's leading suppliers of next-generation CMP slurries, ultra-thin dielectric and metal film precursors, formulated cleans and etching products, and delivery equipment that has revolutionized the semiconductor industry. Versum Materials reported fiscal year 2018 annual sales of about U.S. $1.4 billion, has approximately 2,300 employees and operates 14 major facilities in Asia and the North America. It is headquartered in Tempe, Arizona. Versum Materials had operated for more than three decades as a division of Air Products and Chemicals, Inc. (NYSE:APD).

For additional information, please visit http://www.versummaterials.com.

Cautionary Statement Regarding Forward-Looking Statements

This communication may contain forward-looking statements based on current assumptions and forecasts made by Merck KGaA, Darmstadt, Germany's and Versum Materials, Inc.'s ("Versum") management. Various known and unknown risks, uncertainties and other factors could lead to material differences between the actual future results, financial situation, development or performance of the company and the estimates given here. These factors include the following: Merck KGaA, Darmstadt, Germany's ability to successfully complete the proposed acquisition of Versum or realize the anticipated benefits of the proposed transaction in the expected time-frames or at all; Merck KGaA, Darmstadt, Germany's ability to successfully integrate Versum's operations into those of Merck KGaA, Darmstadt, Germany; such integration may be more difficult, time-consuming or costly than expected; the failure to obtain Versum's stockholders' approval of the proposed transaction; the failure of any of the conditions to the proposed transaction to be satisfied; revenues following the proposed transaction may be lower than expected; operating costs, customer loss and business disruption (including, without limitation, difficulties in maintaining relationships with employees, customers, clients or suppliers) may be greater than expected following the proposed transaction; the retention of certain key employees at Versum; risks associated with the disruption of management's attention from ongoing business operations due to the proposed transaction; the outcome of any legal proceedings related to the proposed transaction; the impact of the proposed transaction on Versum's credit rating; the parties' ability to meet expectations regarding the timing and completion of the proposed transaction; delays in obtaining any approvals required for the proposed transaction or an inability to obtain them on the terms proposed or on the anticipated schedule; the impact of indebtedness incurred by Merck KGaA, Darmstadt, Germany, in connection with the proposed transaction; the effects of the business combination of Versum and Merck KGaA, Darmstadt, Germany, including the combined company's future financial condition, operating results, strategy and plans; and other factors discussed in Merck KGaA, Darmstadt, Germany's public reports which are available on the Merck KGaA, Darmstadt, Germany, website at www.emdgroup.com or in Versum's Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission (the "SEC") for the fiscal year ended on September 30, 2018 and Versum's other filings with the SEC, which are available at http://www.sec.gov and Versum's website at www.versummaterials.com. Except as otherwise required by law, Merck KGaA, Darmstadt, Germany and Versum assume no liability whatsoever to update these forward-looking statements or to conform them to future events or developments. Readers are cautioned not to place undue reliance on these forward-looking statements that speak only as of the date hereof.

Additional Important Information and Where to Find It

This communication relates to the proposed merger transaction involving Versum and Merck KGaA, Darmstadt, Germany. In connection with the proposed merger, Versum and Merck KGaA, Darmstadt, Germany, intend to file relevant materials with the SEC, including Versum's proxy statement on Schedule 14A (the "Proxy Statement"). This communication does not constitute an offer to sell or the solicitation

of an offer to buy any securities or a solicitation of any vote or approval, and is not a substitute for the Proxy Statement or any other document that Versum or Merck KGaA, Darmstadt, Germany, may file with the SEC or send to Versum's stockholders in connection with the proposed merger. STOCKHOLDERS OF VERSUM ARE URGED TO READ ALL RELEVANT DOCUMENTS FILED WITH THE SEC, INCLUDING THE PROXY STATEMENT, WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED MERGER. Investors and security holders will be able to obtain the documents (when available) free of charge at the SEC's web site, http://www.sec.gov, or Versum's website at http://investors.versummaterials.com or by phone at 484-275-5907.

Participants in Solicitation

Versum, Merck KGaA, Darmstadt, Germany, and their respective directors and executive officers may be deemed to be participants in the solicitation of proxies from the holders of Versum common stock in respect of the proposed transaction. Information about the directors and executive officers of Versum is set forth in Versum's Annual Report on Form 10-K for the fiscal year ended September 30, 2018, which was filed with the SEC on November 21, 2018, and the proxy statement for Versum's 2019 annual meeting of stockholders, which was filed with the SEC on December 20, 2018. Information about the directors and executive officers of Merck KGaA, Darmstadt, Germany, is set forth on Schedule I of the Schedule 14A filed by Merck KGaA, Darmstadt, Germany, with the SEC on March 22, 2019. Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the Proxy Statement and other relevant materials to be filed with the SEC in respect of the proposed transaction when they become available.