May 10, 2021

1302998 B.C. Ltd.

- with a copy to -

MKS Instruments, Inc.

2 Tech Drive, Suite 201
Andover, Massachusetts, United States
01810

Dear Sirs/Madams:

Re: Voting Agreement

The undersigned understands that 1302998 B.C. Ltd. (the "**Purchaser**"), MKS Instruments, Inc. and Photon Control Inc. (the "**Company**") wish to enter into an arrangement agreement dated as of the date hereof (the "**Arrangement Agreement**") contemplating an arrangement (the "**Arrangement**") of the Company under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia), the result of which shall be the acquisition by the Purchaser of all the outstanding common shares (the "**Common Shares**") of the Company.

All capitalized terms used but not otherwise defined herein shall have the respective meaning ascribed to them in the Arrangement Agreement.

The undersigned hereby agrees, in his or her capacity as Company Securityholder and not in his or her capacity as an officer or director of the Company, from the date hereof until the earlier of (i) the Effective Time, and (ii) the termination of the Arrangement Agreement in accordance with its terms:

(a) to vote or to cause to be voted the Company Securities owned (beneficially or otherwise) by the undersigned as of the date hereof, and any other Company Securities directly or indirectly acquired by or issued to the undersigned after the date hereof but prior to record date for the Company Meeting (collectively, the "**Subject Securities**"), (i) in favour of the Arrangement Resolution and any other matter necessary for the completion of the Arrangement and the transactions contemplated in the Arrangement Agreement (including in favour of all special matters recommended by management of the Company), and (ii) against any proposed action or agreement which could adversely affect the consummation of the Arrangement;

(b) no later than 10 days prior to the Company Meeting, to deliver or to cause to be delivered to the Company duly executed proxies or voting instruction forms voting in favour of the approval of the Arrangement Resolution, such proxy or voting instruction forms not to be revoked or withdrawn unless this letter agreement is terminated in accordance with its terms prior to the Company Meeting, or any adjournment or postponement thereof;

(c) except as contemplated by the Arrangement Agreement or the exercise of Options, not to, directly or indirectly, sell, transfer, alienate, gift, assign, grant a participation interest in, tender to offer, option, pledge, hypothecate, grant a security or voting interest in or otherwise convey or encumber (each, a "**Transfer**"), or enter into any agreement, option or other arrangement (including any profit sharing arrangement, forward sale or other monetization arrangement) with respect to the Transfer of any of its Subject Securities to any Person, or agree to take any of the foregoing actions;

(d) not to exercise any rights of dissent or appraisal provided under any applicable Laws or otherwise in connection with the Arrangement or the transactions contemplated by the Arrangement Agreement or the Plan of Arrangement considered at the Company Meeting in connection therewith; and

(e) except as required pursuant to this letter agreement (including to give effect to clause (a) and (b) above), not to grant or agree to grant any proxy, power of attorney or other right to vote the Subject Securities or enter into any (or deposit the Subject Securities into any) voting trust or pooling agreement or arrangement in respect of the Subject Securities or enter into or subject any of the Subject Securities to any other agreement, arrangement, understanding or commitment, formal or informal, with respect to or relating to the voting or tendering thereof or revoke any proxy granted pursuant to this letter agreement.

Notwithstanding any provision of this letter agreement to the contrary, the Purchaser hereby agrees and acknowledges that the undersigned is executing this letter agreement and is bound hereunder solely in his or her capacity as Company Securityholder. Without limiting the provisions of the Arrangement Agreement, nothing contained in this letter agreement shall limit or affect any actions the undersigned may take in his or her capacity as a director or officer of the Company or limit or restrict in any way the exercise of his or her fiduciary duties as director or officer of the Company.

The undersigned hereby represents and warrants that (a) he or she is the sole registered and/or beneficial owner of the Subject Securities, with good and marketable title thereto, (b) this letter agreement has been duly executed and delivered and is a valid and binding agreement, enforceable against the undersigned in accordance with its terms, and the performance by the undersigned of its obligations hereunder will not constitute a violation or breach of or default under, or conflict with, any contract, commitment, agreement, understanding or arrangement of any kind to which the undersigned will be a party and by which the undersigned will be bound at the time of such performance, and (c) he or she has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this letter agreement that he or she has either done so or waived their right to do so in connection with the entering into of this letter agreement, and that any failure on the undersigned's part to seek independent legal advice shall not affect (and the undersigned shall not assert that it affects) the validity, enforceability or effect of this letter agreement, the Arrangement Agreement or the Plan of Arrangement.

The Purchaser hereby represents and warrants that (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and has all requisite power, capacity and authority and has received all requisite approvals to execute and deliver this letter agreement, and (b) this letter agreement has been duly executed and delivered and is a valid and binding agreement, enforceable against the Purchaser in accordance with its terms.

This letter agreement may be terminated by the undersigned if: (a) any of the representations and warranties of the Purchaser in this letter agreement shall not be true and correct in all material respects; or (b) the Purchaser (i) decreases the Consideration payable per Subject Security pursuant to the Arrangement, or (ii) changes the form of consideration payable pursuant to the Arrangement (other than to increase the total Consideration per Subject Security or to add additional Consideration).

This letter agreement shall automatically terminate and be of no further force and effect upon the earliest of (a) the Effective Time, or (b) the termination of the Arrangement Agreement in accordance with its terms.

The undersigned hereby agrees that the details of this letter agreement may be described in any press release, information circular or other communication prepared by the Company or the Purchaser in connection with the Arrangement and in any material change report or similar required regulatory filing prepared by the Company in connection with the execution and delivery of this letter agreement.

This letter agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties hereto irrevocably attorn to the jurisdiction of the British Columbia courts and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum. This letter agreement may be executed in any number of counterparts (including counterparts by facsimile or electronic copy) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

If the foregoing is in accordance with the Purchaser's understanding and is agreed to by the Purchaser, please signify the Purchaser's acceptance by the execution of the enclosed copies of this letter where indicated below by an authorized signatory of the Purchaser and return the same to the undersigned, upon which this letter agreement as so accepted shall constitute an agreement between the Purchaser and the undersigned.

The parties expressly acknowledge that they have requested that this letter agreement and all ancillary and related documents thereto be drafted in the English language only. *Les parties aux présentes reconnaissent avoir exigé que la présente lettre entente et tous les documents qui y sont accessoires soient rédigés en anglais seulement.*

[Signature page follows.]

Yours truly,

By:

____
(Signature)

____
(Print Name)

Accepted and agreed as of the date first written above.

1302998 B.C. Ltd.

By:

____
Name:
Title:

[*Ownership disclosure follows*]

I, the undersigned, _______________, am the registered and/or beneficial owner of __________ Common Shares of the Company and ___________ Options of the Company as at the date hereof.