



MUTUAL GENERAL PURPOSE NONDISCLOSURE AGREEMENT

This Mutual General Purpose Nondisclosure Agreement ("**Agreement**") is entered into between **Lam Research Corporation**, for itself and its Affiliates ("**Lam**"), and **City of Tualatin**, a municipal corporation of the State of Oregon ("**City**" or "**Participant**"), and shall be considered to have taken effect on January 16, 2025 (the "**Effective Date**"). In connection with exploring and/or conducting a possible business opportunity or in furtherance of an existing business relationship, the parties desire that any Confidential Information disclosed between them be treated as confidential in accordance with the terms and conditions of this Agreement (the "**Purpose**").

1. **Confidential Information.** "**Confidential Information**" shall mean (a) the existence or content of the business opportunity or relationship between the parties, (b) the confidential, proprietary and/or trade secret information of the discloser which (i) is disclosed on or after the Effective Date, (ii) is identified as confidential in accordance with Section 6, regardless of its subject matter, (iii) with regard to on-site visits to a party's facility, is observed or obtained via exposure on desks, work areas, computers, or other areas in a party's facilities, or hearing discussions among personnel, (iv) with regard to wafer demos, if applicable, pertains to the wafers provided by Participant, as well as Lam's tool and process performance specifications, capabilities and output, and test methodologies. Both parties agree that Confidential Information does not include, and the obligations under this Agreement do not apply to, any third party information acquired from or via the discloser.

2. **Use of Supplements.** Both parties agree they may execute a supplement prior to any disclosure which the parties wish to be restricted in nature, specific purpose, and/or which relates to wafer demo(s) ("**Supplement**"). The Supplement will include a description of the Confidential Information to be disclosed, and may, if applicable, limit disclosure to restricted individuals as identified in the Supplement or for a specific purpose.

3. **Affiliates.** For the purposes of this Agreement, "**Affiliate**" of a party means an entity that, directly or indirectly, controls, is controlled by, or is under common control with, such party, but only for so long as such control exists, where "control" means ownership of more than 50% of the outstanding voting securities.

4. **Obligations and Duty of Care.** The recipient agrees not to disclose the discloser's Confidential Information for [REDACTED] s from the date of disclosure (the "**Nondisclosure Period**"), except that for any trade secrets disclosed as Confidential Information, or for any information that the discloser clearly and conspicuously identifies as a trade secret, the Nondisclosure Period shall continue for so long as such information qualifies as a trade secret. During the Nondisclosure Period, the recipient may use the Confidential Information of the discloser only for the Purpose and for no other purpose whatsoever. The recipient agrees to use the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized disclosure of the discloser's Confidential Information as the recipient uses to protect the confidentiality of its own information of a similar nature. The recipient may not disclose Confidential Information to any person except to its employees, contractors, and agents ("**Representatives**") (i) who have a demonstrable need to know Confidential Information for the Purpose and/or (ii) who administer information systems that enable the recipient to use the Confidential Information for the Purpose; provided, in either case, that such persons are bound by confidentiality obligations that will protect the discloser's rights hereunder. A party shall be liable for any failure of its Affiliates or Representatives to abide by the provisions of this Agreement as if such failure was the act or omission of such party. The parties agree not to analyze, reverse engineer, or use Confidential Information for any purpose other than the Purpose. Any authorized copies made by the recipient shall be identified as belonging to the discloser and marked "Confidential," "Proprietary," or similarly. Neither party has any obligation to disclose Confidential Information to the other, and all Confidential Information so disclosed and all copies thereof are and shall remain the property of the discloser.

5. **Exceptions to Duty of Care.** The obligations imposed herein do not apply to information which the recipient can show: (i) is already lawfully in the possession of or known by the recipient, free of any obligation of confidence, before receiving the information from the discloser; (ii) is or becomes publicly known through no action or omission of the recipient or any person to whom the recipient disclosed such information; (iii) is lawfully received by the recipient without restriction on disclosure or use from a third party that the recipient does not know to have been prohibited from disclosing such information to the recipient; or (iv) is independently developed without violating this Agreement by the recipient's employees without access to or reliance upon any of the discloser's Confidential Information as confirmed by satisfactory evidence.

6. Markings/Legends. The recipient's obligations only extend to the discloser's Confidential Information which is either (i) in written, printed, electronic or other tangible form, and clearly and conspicuously marked by the discloser with the word "Confidential" or otherwise indicating its confidential nature, (ii) disclosed orally or visually and identified as Confidential Information at the time of disclosure and thereafter confirmed in a written memorandum delivered to the recipient within thirty (30) days following such disclosure (any such memorandum shall be marked in the same manner as described above); (iii) samples, prototypes and/or materials; or (iv) by its nature should reasonably be understood to be confidential at the time of disclosure.

7. Compelled Disclosure. A disclosure by the recipient of Confidential Information of the discloser (i) in response to a valid request by a court or governmental body, or (ii) as otherwise required by law, or (iii) as required in a legal proceeding, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that the recipient shall, to the extent it is legally permitted to do so, provide prompt prior written notice thereof to the discloser sufficient to allow the discloser to contest such disclosure, unless such request is from a law enforcement agency, in which case the recipient shall provide such notice to the extent reasonably practicable.

8. Title. The discloser retains its entire right, title and interest to the Confidential Information disclosed by it, including the intellectual property rights therein. Any disclosure of such Confidential Information hereunder does not create an express or implied assignment, transfer or license grant by either party to the other under any patent, trademark, copyright, trade secret or other intellectual property right, except for the limited rights necessary to carry out the Purpose.

9. Remedies. The discloser shall be entitled to seek injunctive relief and other equitable relief to remedy any breach or potential breach hereof by the recipient. Furthermore, the prevailing party in any legal action or arbitration arising out of or related to this Agreement shall be entitled to reimbursement of its costs incurred in such action, including reasonable attorneys' fees and court costs.

10. Term; Termination and Duty to Return. This Agreement expires five (5) years from the Effective Date ("Term"). Either party may terminate this Agreement upon ten (10) calendar days' written notice to the other at any time with or without cause. Upon termination of this Agreement, the recipient shall promptly return all Confidential Information and copies thereof, if instructed by the discloser, and destroy any remaining Confidential Information and copies thereof. Notwithstanding the foregoing, the recipient may retain electronic archival copies made in the normal course of business, and such copies as the recipient is required by law or established document retention policies to retain; provided however, that the Nondisclosure Period shall continue with respect to any such retained copies for so long as they are retained.

11. Survival. During the Nondisclosure Period applicable to each item of Confidential Information disclosed, all provisions of this Agreement and all obligations of confidentiality shall survive and shall continue to bind all persons in receipt of or having access to Confidential Information, regardless of earlier termination or expiration hereof.

12. Export Controls. Each party shall comply with all applicable import and export laws and restrictions, including the United States Export Administration regulations. Without limiting the foregoing, Participant will not, except as authorized under all applicable import and export control laws and regulations, export or re-export any Lam technology, or export the direct product of Lam technology, to any person, entity or destination that is restricted, sanctioned or embargoed under any such export control laws and regulations.

13. Data Protection and Privacy. Under the terms of this Agreement any personal data shall be treated in accordance with data protection requirements under all applicable laws, rules, legislation and regulations, including (without limitation) the Data Protection Act 2018, and any other applicable legislative instrument, law, or regulation that may supersede or amend these acts.

14. General Provisions. (i) This Agreement shall not create a joint venture, partnership, agency or other form of association. (ii) INFORMATION EXCHANGED HEREUNDER IS PROVIDED ON AN "AS IS" BASIS WITH NO EXPRESS OR IMPLIED WARRANTIES, except that the discloser warrants that it has the right to disclose such information and both parties warrant that the person signing this Agreement has the authority to do so. Neither party assumes any responsibility whatsoever with respect to the accuracy or sufficiency of such information. (iii) This Agreement shall not be assignable or transferable, in whole or in part, by either party without the prior written consent of the other party, except pursuant to a transfer of all or substantially all of the assigning party's business and assets, whether by merger, sale of assets, sale of stock or otherwise. (iv) This Agreement shall be governed, adjudicated, interpreted and enforced in accordance with the applicable laws of the State of [REDACTED], without regard to conflict of laws provisions. (v) Neither party has any obligation

by virtue of this Agreement to proceed with any contemplated transaction between the parties. (vi) This Agreement contains the entire agreement of the parties relating to the Purpose hereof. Notwithstanding the foregoing sentence, this Agreement shall not supersede the obligations set forth in a specific-purpose nondisclosure agreement entered into by the parties previous to this Agreement Effective Date. The terms and conditions of any specific-purpose nondisclosure agreement entered into subsequent to this Agreement shall control only with regard to the scope and purpose of that subsequent specific-purpose nondisclosure agreement, notwithstanding an integration clause, or other conflicting terms and conditions. In the event the parties have entered into a separate mutual general purpose nondisclosure agreement, the terms of this Agreement shall control with regard to any disclosures of Confidential information made during the Term. All modifications to this Agreement must be in writing and signed by both parties, which writing must specifically refer to this Agreement. (vii) The invalidity of any provision hereof shall not affect any remaining provisions. (viii) All notices permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing. (ix) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. (x) Facsimile, scanned, electronic or digital signatures shall legally bind the parties to the same extent as originals.

Signed by the authorized representatives of the parties:

"Participant"

City of Tualatin

18880 SW Martinazzi Avenue, Tualatin, Oregon 97062 United States



1/24/25

Signature:

Date:

Sherilyn Lombos

City Manager

Print/Type Name

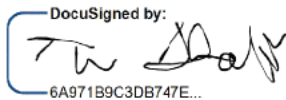
Title

"Lam"

Lam Research Corporation

4650 Cushing Parkway, Fremont, CA 94538

Signature:

DocuSigned by:

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Date: 24-Jan-2025

Taylor Sholler

Sr. Director, Government Affairs (Legislative)

Print/Type Name

Title