MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this **"Agreement"**) is made on January 25, 2024, (the "Effective Date") by and between **Lam Research Corporation,** having its principal place of business at 4650 Cushing Parkway, Fremont, CA 94538, and its Affiliates (together, **"COMPANY"**), and Washington County, a political subdivision of the State of Oregon, acting by and through its elected officials and its officers and employees (together "County").

In consideration of the premises and covenants contained herein, COMPANY and County hereby agree as follows:

1. Business Purpose. COMPANY and County desire to explore the possibility for incentives and financial support for growth initiatives (the **"Business Purpose"**). Both parties further desire to disclose and/or receive confidential information from each other for the Business Purpose. In connection with this, COMPANY may disclose certain technical, financial, trade and business information considered confidential by COMPANY to County.

2. Definition.

2.1 **"Confidential Information"** means any information, technical data, or know-how considered confidential by COMPANY or County including, but not limited to, COMPANY's or County's research, products, software, services, development, inventions, processes, specifications, designs, drawings, diagrams, engineering, marketing, techniques, mask works, design tapes, documentation, customer and supplier information, pricing information, procedures, data, concepts, and financial, marketing, sales, manufacturing, operational, strategic planning, budgeting, third-party information that the disclosing party is under an obligation to keep confidential, and other information disclosed by COMPANY or County to the other, which is clearly marked as "Confidential" in case of disclosure in any tangible form, or identified as confidential at the time of disclosure, [redacted] that given the nature of the information or the circumstances of disclosure, the receiving party knew, or should have known, was considered confidential or proprietary by the disclosing party in case of disclosure in any intangible form.

2.2 **"Affiliate(s)"** means any legal entity that directly or indirectly controls another entity via beneficial ownership of more than fifty percent (50%) of voting power or equity in another entity ("Control") or is Controlled by another entity or is under common Control with another entity, so long as such Control exists.

3. Use Limitations. COMPANY and County agree that, notwithstanding any termination or expiration hereof, each party shall hold Confidential Information in strict

confidence pursuant to ORS 285C.620 and shall not use Confidential Information for its own use or for any purpose other than the Business Purpose.

4. Non-Disclosure. COMPANY and County agree that, notwithstanding any termination or expiration hereof, each party shall not disclose Confidential Information, consistent with ORS 285.620, to any third parties, except its and its Affiliates' directors, employees, consultants, and advisors, including legal counsel and auditors, and third party contractors ("Representatives") who have a need to know the Confidential Information for the Business Purpose and are bound by a written agreement to preserve the Confidential Information with terms no less strict than the terms of this Agreement. COMPANY and County agree that it shall protect the confidentiality of and take all necessary steps to prevent disclosure of the Confidential Information of the other to prevent it from falling into the public domain consistent with and as allowed by ORS 285C.620, or the possession of unauthorized persons, and shall be responsible for any breach by any of its Representatives of the obligations under this Agreement relating to Confidential Information of the disclosing party. Neither the receiving party, nor receiving party's Representatives, shall directly or indirectly, modify, adapt, reverse engineer, decompile, or disassemble any products, services, samples, models, prototypes, or create any derivative works based in whole or in part on the disclosing party's Confidential Information. COMPANY and County agree to inform the other promptly in writing of any unauthorized disclosure, misappropriation or misuse of the Confidential Information of which it may become aware.

5. Exclusions. The obligations under Sections 3 and 4 above shall not apply to Confidential Information that the receiving party shows with supporting documentation is:

(a) already in the possession of the receiving party before the time of disclosure hereunder as reasonably shown by evidence existing at the time of disclosure; or

(b) now or hereafter publicly known or generally known in the relevant industry through no wrongful act of the receiving party (provided that this provision shall not excuse a breach that has taken place before the Confidential Information becomes publicly known); or

(c) lawfully received from a third party without obligation of confidence; or

(d) approved for release by written authorization of the disclosing party; or

(e) disclosed to the extent required by law, Court order, or any relevant stock exchange rules, provided that the party being required or requested to make such disclosure shall immediately notify the other party of such requirement and the terms thereof prior to such disclosure so that an appropriate protective agreement or order may be sought or other protective agreement or order may be sought or other arrangement put in place prior to the disclosure of the Confidential Information; or

(f) independently developed by the receiving party without reference to any Confidential Information disclosed by the disclosing party.

6. Return of Materials. Any materials or documents of each of COMPANY and County which are furnished to the other, and all copies, summaries and extracts thereof, will be owned by the party which has furnished such materials or documents, upon such party's request the materials, shall either be (i) promptly returned to such party or (ii) maintained in accordance with the law.

7. Injunctive Relief. COMPANY and County acknowledge that Confidential Information has been developed or obtained by the other by the investment of significant time, effort and expense, and that such Confidential Information provides the other with a significant competitive advantage over its competitors. COMPANY and County each understand and agree that, because of the unique nature of the Confidential Information, the other may suffer immediate, irreparable harm in the event it fails to comply with any of its obligations under this Agreement, that monetary damages will be inadequate to compensate the other for such breach, and that the other shall have the right to enforce this Agreement by injunctive relief or other equitable remedies. Therefore, COMPANY and County agree that, in the event of any unauthorized disclosure or use of the Confidential Information, the non-defaulting party shall have the right to seek and obtain injunctive relief, without the necessity of posting a bond or other security, in addition to any other rights and remedies it may have.

8. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without reference to its conflict of laws provisions. COMPANY and County expressly stipulate that all litigation arising out of or in connection with this Agreement shall be brought in the federal or state courts located in Washington County, Oregon.

9. Term. This Agreement shall be in effect from the Effective Date and shall remain in full force and effect [redacted] [redacted] thirty (30) days written notice of termination, [redacted] This Agreement may be modified only by a written agreement signed by authorized representatives of both parties.

10. No License or Warranty. No license under any patents, copyrights, mask work rights, trademarks or other proprietary rights is granted by the disclosure of or access to Confidential Information under this Agreement. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO A WARRANTY THAT IT IS ACCURATE OR COMPLETE OR A WARRANTY AGAINST INFRINGEMENT.

11. Public Records Requests. County will refuse to disclose the covered records under a public records request or otherwise in accordance with O.R.S. 285C.620 and other Oregon public records laws. In particular, County recognizes in accordance with O.R.S. 192.502(4) that the Confidential Information to be provided by COMPANY under this Agreement is being submitted in confidence to County and County has (i) agreed to keep such information confidential and (ii) determined that the public interest would suffer by disclosure of the Confidential Information. Further, in conjunction with COMPANY, County will defend the disclosure on appeal to the district attorney according to the Oregon public records laws. County will give COMPANY reasonable notice of such a request. If the district attorney orders disclosure, then County will comply with the request but first give COMPANY the opportunity to file for a protective order in Washington County Circuit Court. If the district attorney denies the request and requestor files suit to obtain the records, County will notify COMPANY but County will have no obligation to participate in such a suit. County agrees to give COMPANY and opportunity intervene and defend any such suit. If COMPANY does not file for a protective order or intervene and defend any such suit in the time periods required under the Oregon public records laws, then County may disclose the records requested. County shall not be liable for any damages, expense, fees or costs associated with disclosure in accordance with this section.

12. General.

12.1 This Agreement is not intended to nor does it create any agency, joint venture, or partnership relationship between the parties.

12.3 This Agreement sets forth the entire understandings and agreements between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings.

12.4 If any portion of this Agreement is determined to be invalid or unenforceable, the remainder shall be enforceable to the maximum extent possible.

12.5 Either party's failure to enforce any provision, right, or remedy under this Agreement shall not constitute a waiver of such provision, right, or remedy.

[redacted]

12.6 Any notice required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, three days after deposit in the United States mail by certified mail, postage prepaid, and return receipt requested, or the day after delivery to a recognized overnight courier, to the address in the preamble of this Agreement or such other address a party properly informed the other party using the method provided in this section.

12.7 This Agreement shall be binding upon the successors and assigns of both parties. Neither this Agreement nor any rights or obligations hereunder shall be assigned or transferred, either in whole or in part, without the prior written consent of the other party.

The undersigned warrant and represent that they have the authority to enter into this Agreement on behalf of County and COMPANY.

County: Washington County

By Mari Kuyl ACA
Name:
Title:

COMPANY:
Lam Research Corporation

By DocuSigned by: 6A971B9C3DB747E...
Name: Taylor Sholler
Title: Sr. Director, Government Affairs (Legis