

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (hereinafter this "Agreement") is made and entered into this 15th day of January, 2026 (hereinafter the "Effective Date"), by and between the City of West Lafayette, Indiana (hereinafter the "City") and SK hynix America, Inc. and Sk hynix Semiconductor West Lafayette LLC together with their parents, successors, assigns, or transferees (hereinafter the "Company") (collectively the City and the Company hereinafter the "Parties").

RECITALS

WHEREAS, the Company desires to initiate an economic development project to be located in the City (hereinafter the "Project");

WHEREAS, in connection with the Project, the Company may disclose and/or furnish to the City certain trade secret, proprietary, or other confidential information (hereinafter the "Sensitive Company Information"); and

WHEREAS, the Company desires to protect the Sensitive Company Information relating to the Project and to prevent other persons and entities from acquiring, appropriating, or discovering that Sensitive Company Information, to the maximum extent permitted by and in accordance with Indiana law.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the Parties agree herein as follows:

AGREEMENT

1. Incorporation of Recitals. The above-recitals are incorporated fully into this Agreement.

2. Applicability of Indiana's Access to Public Records Act and Exceptions. The Parties recognize and acknowledge that the City, as a public agency, is subject to Indiana's Access to Public Records Act (hereinafter "APRA") codified at Ind. Code § 5-14-3. APRA generally requires the City, upon proper request, to prepare and make available "public records" (as defined in APRA) within a reasonable period of time, unless the requested materials fall within one of the exceptions from the Act's disclosure requirements which are generally listed under Ind. Code § 5-14-3-4. The Parties recognize and acknowledge that certain types of records, materials, and information are excepted from APRA's disclosure requirements including, without limitation, trade secrets and potentially other Sensitive Company Information. Any records, materials, or information the Company believes are excepted from APRA's disclosure requirements under an applicable exceptions shall, hereinafter, be referred to as "Excepted Documents or Information."



Non-Disclosure Agreement

3. Designation of Excepted Documents or Information by the Company. The Company and the City agree that Excepted Documents or Information may be provided to the City by or on behalf of the Company as part of the Project. The Company hereby agrees to clearly write "**CONFIDENTIAL**" or "**TRADE SECRET INFORMATION**" or similar language upon any records, materials, or information provided to or furnished to the City that the Company considers to be excepted from disclosure requirements under APRA. Upon request, company will provide City with the specific statutory exception under IC 5-14-3 which applies to any documents so marked. Any records, materials, or information furnished to the City by the Company and so marked shall be treated by the City as Excepted Documents or Information, excepted from disclosure under APRA, and not as public records. Further, the City will not release any records, materials, or information furnished by the Company and so marked without the prior written consent of the Company. If any records, materials, or information is not so marked it may not be treated as an Excepted Document or Information by the City. Likewise, if any records, materials, or information only partially contain Excepted Documents or Information, the Company shall notify the City which parts of the records, materials, or information constitute Excepted Documents or Information and which do not.

4. Good-Faith Basis. The Company acknowledges the City's duties and obligations under APRA and other applicable law and, as a result, swears and affirms that it shall have a good-faith basis for designating any records, materials, or information furnished to the City marked as "**CONFIDENTIAL**" or "**TRADE SECRET INFORMATION.**"

5. Indemnification to the City. The Company will defend the City against any third-party claim related, in any way, to the Company's designation of records, materials, or information as "**CONFIDENTIAL**" or "**TRADE SECRET INFORMATION**" and hereby agrees to indemnify and hold harmless the City from and against any and all claims, proceedings, actions, costs, suits, demands, judgments, liability, losses, and damages suffered, paid, incurred by or asserted against the City that arise out of or related to the Company's designation of records, materials, or information as "**CONFIDENTIAL**" or "**TRADE SECRET INFORMATION**" including paying the City's reasonable attorney fees. Neither party shall be liable to the other party for any indirect, incidental, special, punitive, consequential, exemplary loss or damages regardless of the nature of the claim. The City agrees to promptly notify the Company of any claim connected, in any way, to the Company's designation of records, materials, or information as "**CONFIDENTIAL**" or "**TRADE SECRET INFORMATION.**"

6. Survival of this Agreement. The term of this Agreement shall commence on the Effective Date and shall automatically renew for successive one-year terms unless either party provides a written notice of termination at least thirty (30) days prior to the end of then-current term.

7. Modification, Amendment, Waiver of Notice. This Agreement, any amendment to this Agreement, waiver of rights or any notice or consent hereunder shall not be operative unless it is signed and in writing.



Non-Disclosure Agreement

8. No Waiver. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.

9. Counterparts. This Agreement may be signed in multiple counterparts, each of which will be deemed an original for all purposes and all of which will constitute a single instrument.

10. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered either via electronic mail, in person, or sent by United States first class mail, postage prepaid.

11. Interpretation. The headings in this Agreement are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof. As used in this Agreement, the singular includes the plural, and masculine, feminine, and neuter pronouns are fully interchangeable, where the context so requires.

12. Governing Law, Binding Effect. This Agreement shall be governed by the laws of the State of Indiana, without regard to its choice of law provisions, and will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. Prevailing Party – Attorney Fees. If any legal action or other proceeding is brought by one party as a result of the other's failure to adhere to the terms of this Agreement, the prevailing party shall be entitled to collect its attorney fees and other costs incurred as a result of said proceedings.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and, going forward, supersedes any prior agreement regarding the nondisclosure of Sensitive Company Information.


[Signatures on following page]

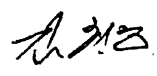


Non-Disclosure Agreement

City of West Lafayette, Indiana

SK hynix West Lafayette LLC

By: 

By: 

Its: Corporation Council

Its: Hyunjoong Kim

Dated: April 7, 2026

Dated: April 1, 2026

