



Registered Office:
Lam Research (India) Private Limited
Ground Floor, Crown Building, No 65/2-1,
Bagmane Tech Park, Krishnappa Garden,
C V Raman Nagar, Bangalore- 560 093, Karnataka
Ph: 91-80-69776000
www.lamresearch.com
CIN: U72200KA2000PTC027514

CONTINUED OBLIGATION LETTER

EEID: 101488

Full Name of Employee: Shashank Somaraju

Position Title: Software Engineer, Sr.

Subject: **Your Ongoing Legal Obligation to Protect Lam Research Trade Secrets & Confidential Information, Non-Solicitation and Return of Company Property Undertaking**

This document is an official, written reminder of your ongoing legal obligation to protect Lam ("The Company") trade secrets, and confidential information, and to not solicit Lam employees for a period of one year from today.

1. You signed a Confidentiality Agreement at the time of hire, in which you acknowledged and agreed to keep secret and protect the Company's confidential information and trade secrets and not to solicit Lam/Novellus employees. This obligation existed during the term of your employment and will continue now that your employment is ending. Your obligation to protect and not use or disclose confidential or trade secret information will continue for as long as such information could possibly be considered confidential.
2. You are prohibited by law, and by contract, from **disclosing** or **using** Company trade secrets or confidential information in the course of working for a new employer. This applies to all technical and product areas in which you worked, as well as to any other areas to which you were exposed during your employment. This also applies even if you never explicitly tell your new employer about that information. This applies regardless of the nature of the new employment (e.g., consultant vs. salaried position).
3. You also are prohibited by law from disclosing or using the confidential information **of a third party, such as a customer of or supplier** to the Company, in the course of a new job. This includes any information the third party provided to the Company with an understanding that such information was confidential, as well as confidential information or knowledge about the third party that the employee learned in the course of his/her job at the Company. This applies regardless of the nature of the new employment (e.g., consultant vs. salaried position).
4. You cannot use your knowledge of the Company's confidential information or trade secrets in a manner that would assist your new employer in determining **what *not* to do** regarding e.g., R&D, strategic initiatives, etc. This is sometimes called a "negative trade secret. This applies regardless of the nature of the new employment (e.g., consultant vs. salaried position).

5. You are under a contractual obligation **not to solicit or recruit**, directly or indirectly, the existing employees of the Company for a period of 12 months from your termination date. “Indirectly” means you cannot give information about former colleagues currently employed by the Company to the new employer’s HR Dept. or management or to an external recruiter, and then let them do the soliciting/recruiting.
6. Examples of Company confidential information and trade secrets include, but are not limited to:
- Pricing and margin information regarding systems and tools
 - Roadmaps, strategic plans and objectives (technical, product, marketing, customer-specific, etc.)
 - Technical, engineering, R&D information such as hardware and software configurations, designs, functionality, capabilities, limitations, etc.
 - Any information the departing employee learned under confidentiality agreements (e.g., NDAs) between the Company and a third party, such as a customer or supplier.
 - Nonpublic Company intellectual property such as know-how, best known methods, process solutions, development shortcuts, learning, designs, etc.
 - Nonpublic Company financial information (program budgets, salary info, etc.)
 - Customer-targeted or customer-focused information including such as customer contact information, roles and responsibilities, etc.
 - Supplier-targeted or supplier-focused information including which suppliers are sole source suppliers, critical suppliers, etc.
 - Information about Company employees, especially who’s valuable, who’s good, what skills people have – anything that is learned from working inside the company and is not publicly known.
 - Employee contact information or department organizations of the Company, including org charts, department phone/contact lists, etc.
 - Any of the above that is customer-owned information that the customer shared with the Company on a confidential basis.
7. Examples of impermissible uses of Company confidential information and trade secrets include, but are not limited to situations where you:
- Solicit or recruit an existing Company employee for a period of 12 months from termination date or inform your new boss who to contact at the former employer.
 - Use Company “negative trade secret” information to guide the new employer away from unsuccessful paths of R&D. Doing so has an economic value that the new employer is not entitled to have.
 - Take lists of Company employees, contacts, organization charts, etc.
 - Take or keep devices or media that contain Company confidential information or trade secrets, such as but not limited to: computers, thumb drives, data on home computer, smart phone, devices containing emails or presentations, hard copy printouts, etc.

- Take a role at the new employer that would necessarily require you to improperly use Company confidential information in the course of doing your work, such as (potentially) working in the very same technology or product area, or for the very same customer on the same technology, as you worked for at the Company, if doing so would cause you to apply, disclose, or make use of Company confidential information or trade secrets to perform your new job.
8. This is to certify that I do not have in my possession, and that I have returned any and all devices, records, data, notes, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any items belonging to Lam Research Corporation, its subsidiaries, affiliates, successors or assigns (together, the "Company").
9. I further certify that I have complied with all the terms of the Company's Employment, Confidential Information and Invention Assignment Agreement signed by me at the beginning of my employment, including the reporting of any inventions and original works of authorship (as defined therein), conceived, or made by me (solely or jointly with others) covered by that agreement.
10. I further agree that, in compliance with the Employment, Confidential Information and Invention Assignment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licenses.
11. I further agree that for twelve (12) months from this date, I will not hire any employees of the Company and I will not solicit, induce, recruit, or encourage, directly or indirectly, any of the Company's employees to leave their employment.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS MEMORANDUM IN ITS ENTIRETY, AND THAT I UNDERSTAND AND AGREE WITH ITS CONTENTS.

Employee Signature : Shashank

Date : 29th April , 2024

ELECTRONIC SIGNATURE ACKNOWLEDGEMENT AND CONSENT

I, Shashank Somaraju , agree and understand that by signing the Electronic Signature Acknowledgment and Consent Form, that all electronic signatures are the legal equivalent of my manual/handwritten signature and I consent to be legally bound to this agreement. I further agree my signature on this document is as valid as if I signed the document in writing. This is to be used in conjunction with the use of electronic signatures on all forms regarding any and all future documentation with a signature requirement, should I elect to have signed electronically. Under penalty of perjury, I herewith affirm that my electronic signature, and all future electronic signatures, were signed by myself with full knowledge and consent and am legally bound to these terms and conditions.