

TAGLaw International Lawyers

Nicholas S. Cerwin
Direct Telephone
414-287-1279
nicholas.cerwin@vonbriesen.com

February 11, 2026

[REDACTED]

RE: Public records request dated January 12, 2026

[REDACTED]

The City of Port Washington has engaged the law office of von Briesen & Roper, s.c. to assist in processing the influx of public records requests associated with the data center project. This letter is intended to commemorate the City's response to your records request dated January 12, 2026, which had sought the following information:

Original Request:

Specifically, I request copies of the following records related to the proposed data center project and associated negotiations:

1. The pre-development agreement (also described as a pre-developer agreement or similar) that was signed, including any exhibits, attachments, and amendments.
2. The initial non-disclosure agreement (NDA) or confidentiality agreement that was signed for the semiconductor, microchip or data center, including any exhibits, attachments, and amendments.
3. Any non-disclosure agreement (NDA) or confidentiality agreement signed by the City, including agreements signed by the Mayor, members of the Common Council, City staff, and City attorneys (including outside counsel) related to this project, including any exhibits, attachments, and amendments.

To help ensure I am requesting the correct document, this includes the specific NDA that has previously been disclosed or referenced by John Sigwart (including the executed copy and any versions, exhibits, attachments, amendments, or related cover emails transmitting it).

Subsequently on or about January 25th, you had updated this request with the following email communication:

I am writing to follow up on this email and I am seeking confirmation of receipt.

I have noticed that the pre-developers agreement has been uploaded onto the city website since I initially sent this email. My thanks to the city.

I would still like to see the rest of these documents covered in this request.

Thank you for all you do for the city. I hope you have a lovely week.

City's Response:

On January 25, 2026, I had responded on behalf of the city with two documents identified as the "Pre-Annexation Agreement" and the "28Development Agreement final." The remaining document you had requested was a Non-disclosure Agreement ("NDA") that had been referenced by John Sigwart.

Related to this final component of your January 12th records request, please find the attached NDA agreement provided without redactions. The City has reached out to the parties contemplated in the NDA agreement and has confirmed that the agreement has expired and the project contemplated within the ultimately did not occur. Please be aware that the current data center development does not have any NDA agreements. As such, there are no responsive records for the current development. The attached NDA agreements are the only documents that exists.

Based upon my review of your request and follow up, I believe this satisfies this January 12, 2026 records request. Although no component of this request has been denied or redacted, please still be aware that pursuant to Wis. Stat. § 19.35(4)(b), all written denials by a municipality are subject to review by mandamus under Wis. Stat. § 19.37(1), or upon application to the attorney general or a district attorney.

If you have any questions or concerns, please feel free to reach out to publicrecords@portwashington.gov.

Very truly yours,

von BRIESEN & ROPER, s.c.
Nicholas S. Cerwin

Attachments: NDA agreements

NON-DISCLOSURE AGREEMENT



This Non-Disclosure Agreement ("NDA") is made as of the date on which both Western Digital Technologies, Inc. (the "Company") and the Wisconsin Economic Development Corporation ("WEDC") have signed below (the "Effective Date"). The Company and WEDC will also be referred to, individually, as a "party" or, collectively, "the parties."

1. WEDC is a public private corporation created under Wis. Stat. §§ 238 et seq. WEDC is responsible for meeting its public records law (Wis. Stat. §§ 19.31 et seq) responsibilities for its records as is every Authority (as defined in Wis. Stat. § 19.32(1)) in the state. Except as limited by statute or otherwise prohibited by law, information submitted by the Company may be released in response to a public records request.
2. For purposes of this NDA, "Confidential Information"¹ means all non-public proprietary information or material disclosed or provided by the Company or its parents, subsidiaries, representatives and affiliates to WEDC orally or in writing, concerning any aspect of the business or affairs of the Company, and for written materials, that has been clearly marked at the time of disclosure to WEDC as "CONFIDENTIAL," or, for content exempt from public records disclosure pursuant to Wis. Stat. 19.36 (5), "CONFIDENTIAL – TRADE SECRET" as that term is defined in Wis, Stat. 134.90(1)(c). Confidential Information does not include any information which (a) is now or hereafter becomes generally known to the public other than as a result of an unauthorized disclosure by WEDC or its Representatives (as defined below); (b) is or becomes available to WEDC on a non-confidential basis by Company or any officer, employee, agent or representative of Company prior to its disclosure by WEDC; (c) is or becomes available to WEDC from a source not known to WEDC to be under an obligation of confidentiality to Company; (d) is known by WEDC prior to its receipt of the information; or (e) is independently developed by WEDC without the use of the Confidential Information.
3. WEDC shall not use the Confidential Information other than in connection with the purposes contemplated by this NDA and relating to the business and economic development discussions between the parties and any Authority provided however that if any contract for a project arises out of the discussion, WEDC may also use the Confidential Information in connection with the implementation, administration and enforcement thereof.
4. In connection with the business and economic development discussions between the parties, WEDC may need to disclose Confidential Information about the economic development opportunity to employees and officials of an Authority in Wisconsin that is subject to Wisconsin public records law. WEDC will advise an Authority of the confidential nature of the Confidential Information.
5. WEDC shall keep Confidential Information confidential and will not disclose Confidential Information to any person or entity other than set forth below:
 - a. WEDC's Representatives (which include, without limitation, employees, legal counsel and other professional advisors retained by WEDC) who need to know the Confidential Information for the purpose set forth in Section 3. WEDC shall be responsible for any

¹WEDC employees are subject to a legal duty of confidentiality relating to information gained in the course of or by reason of his or her official position pursuant to Wisconsin Statute Section 19.45(4). This NDA provides specificity on how WEDC will handle Confidential Information provided by Company or its parents, subsidiaries and affiliates.



failure of its Representatives to treat the Confidential Information as confidential in accordance with the terms and conditions herein.

- b. Third parties that are not subject to Wisconsin's public records law who, along with any of their representatives, have a direct and immediate need of such access to advance the economic development opportunity referenced in Section 3 provided that each such individual or entity is informed of the confidential nature of the Confidential Information and has agreed to treat the information as confidential in accordance with the terms and conditions no less protective than as set forth in this Agreement.
 - c. As required by law or legal process in the opinion of WEDC's counsel, including but not limited to Wisconsin's public records law, Wis. Stat. §§ 19.31 et seq.
 - d. To any auditor of WEDC.
 - e. To any Federal Agency (as defined in 42 U.S. Code § 5122(9)) in connection with an inquiry.
 - f. Otherwise authorized in writing by Company.
6. In the event WEDC or any of its Representatives is, in the opinion of WEDC's or any Representative's Counsel as applicable, required by applicable law to disclose any Confidential Information under Section 5(c) then WEDC, unless prohibited by law, will provide notice of the request or legal process to Company so that Company may respond with the legal basis for protecting the Confidential Information. If Company fails to respond within five (5) business days of receipt of such notice, WEDC may proceed with disclosing such Confidential Information. Additionally, if WEDC does not agree with the provided legal basis, Company will have another five (5) business days to, as its sole option (but without any obligation to do so) and at its sole expense attempt to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Upon expiration of the additional five (5) business days, WEDC may proceed with disclosing such Confidential information in the absence of a protective order. To the extent that the Company seeks to narrow the nature and scope of the Confidential Information to be disclosed, WEDC agrees not to oppose any action by the Company to obtain a protective order or pursue other appropriate remedy in order to limit such disclosure.
7. The failure of either party to insist upon strict performance of the provisions contained in this NDA shall not constitute a waiver of its rights as set forth in this NDA, or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions of this NDA.
8. This NDA and all matters relating to it shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its choice or conflicts of law provisions. Should any provision of this Agreement be proven invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. WEDC acknowledges that any misappropriation of the Confidential Information in violation of this Agreement may cause the Company harm, the amount of which may be difficult to ascertain, and therefor agrees that the Company shall have, as its exclusive remedy, the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and without the Company posting of any bond and without the proof of actual damages.



9. This NDA constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other oral and written representations, understandings or agreements relating to the subject matter, and may not be amended except by a written agreement signed by the parties.
10. The performance of the business and economic development discussions and evaluations creates no obligation on the part of either party to enter into a relationship or agreement and either may terminate such discussions at any time.
11. The following individuals are designated as the contacts for NDA purposes. Any notice required hereunder shall be in writing and shall be deemed to have been given or made as follows: (i) if sent by hand delivery, upon receipt; (b) if sent by electronic mail, upon receipt by sender of an electronic confirmation message, as recorded by the sender's system, or (ii) if sent by U.S. mail first class postage prepaid or by overnight courier services with all charges prepaid upon the earlier of receipt or five days after deposit in the United States mail, addressed as follows:
 - a. Western Digital Technologies, Inc.
5601 Great Oaks Parkway, Bldg. A1
San Jose, California 95119
Email: Cynthia.Tregillis@wdc.com
 - b. Wisconsin Economic Development Corporation
Attn: WEDC Chief Legal Officer
201 W. Washington Avenue
Madison, WI 53703
Email: legal@wedc.org
12. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.
13. This NDA terminates as of the date the parties execute a final contract for the project protected by this NDA or two years after execution of this NDA, whichever is first. WEDC's obligations with respect to non-disclosure of trade secrets shall survive any termination of this NDA for so long as the Confidential Information remains a trade secret under applicable law.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: 
Jennifer Hagner Campbell, Chief Legal Officer

Date: 06/16/2022

WESTERN DIGITAL TECHNOLOGIES, INC.

By: 
Name Cynthia Tregillis, SVP & Deputy General Counsel

Date: 6/17/2022

ADDENDUM TO THE NON-DISCLOSURE AGREEMENT

Western Digital Technologies, Inc. (the "Company") and the Wisconsin Economic Development Corporation ("WEDC") entered into a Non-Disclosure Agreement on June 17, 2022 ("NDA").

Company recognizes that it would be beneficial for WEDC to share information with certain organizations who may be able to assist in the development of the economic development project ("Project"). To facilitate the exchange of information, the undersigned acknowledges receiving a copy of the above referenced NDA and agrees to adhere to the terms as though it were the sole data recipient; and further agrees that the Company may enforce the terms of the NDA with respect to the undersigned as if the undersigned were a party thereto.

Nothing contained in this Addendum or the NDA shall create any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, nor shall this Addendum or the NDA be construed to impose any liability as such on the Company or the City of Port Washington, Wisconsin, nor shall this Addendum or the NDA be deemed to confer on the Company or the City of Port Washington, Wisconsin, any express, implied or apparent authority to incur any obligation or liability on behalf of the other party or parties thereto.

Section 11. c. of the NDA is hereby created to read as follows:

- c. City of Port Washington
Attn: Melissa Pingel, City Administrator
100 W. Grand Avenue
Port Washington, WI 53074
Email: mpingel@portwashingtonwi.gov

Company hereby authorizes WEDC to release all Confidential Information received from the Company to the undersigned.

ACKNOWLEDGEMENT

I acknowledge that I have read the foregoing Non-Disclosure Agreement and this Addendum, and agree to comply with and be bound by the terms and conditions of those documents.

CITY OF PORT WASHINGTON, WISCONSIN

By: 
Michael C. Gosper, Alderperson

Date: 26 June 2024

COMPANY NAME

By: _____
Name Title

Date: _____



NON-DISCLOSURE AGREEMENT



This Non-Disclosure Agreement ("NDA") is made as of the date on which both Western Digital Technologies, Inc. (the "Company") and the Wisconsin Economic Development Corporation ("WEDC") have signed below (the "Effective Date"). The Company and WEDC will also be referred to, individually, as a "party" or, collectively, "the parties."

1. WEDC is a public private corporation created under Wis. Stat. §§ 238 et seq. WEDC is responsible for meeting its public records law (Wis. Stat. §§ 19.31 et seq) responsibilities for its records as is every Authority (as defined in Wis. Stat. § 19.32(1)) in the state. Except as limited by statute or otherwise prohibited by law, information submitted by the Company may be released in response to a public records request.
2. For purposes of this NDA, "Confidential Information"¹ means all non-public proprietary information or material disclosed or provided by the Company or its parents, subsidiaries, representatives and affiliates to WEDC orally or in writing, concerning any aspect of the business or affairs of the Company, and for written materials, that has been clearly marked at the time of disclosure to WEDC as "CONFIDENTIAL," or, for content exempt from public records disclosure pursuant to Wis. Stat. 19.36 (5), "CONFIDENTIAL – TRADE SECRET" as that term is defined in Wis, Stat. 134.90(1)(c). Confidential Information does not include any information which (a) is now or hereafter becomes generally known to the public other than as a result of an unauthorized disclosure by WEDC or its Representatives (as defined below); (b) is or becomes available to WEDC on a non-confidential basis by Company or any officer, employee, agent or representative of Company prior to its disclosure by WEDC; (c) is or becomes available to WEDC from a source not known to WEDC to be under an obligation of confidentiality to Company; (d) is known by WEDC prior to its receipt of the information; or (e) is independently developed by WEDC without the use of the Confidential Information.
3. WEDC shall not use the Confidential Information other than in connection with the purposes contemplated by this NDA and relating to the business and economic development discussions between the parties and any Authority provided however that if any contract for a project arises out of the discussion, WEDC may also use the Confidential Information in connection with the implementation, administration and enforcement thereof.
4. In connection with the business and economic development discussions between the parties, WEDC may need to disclose Confidential Information about the economic development opportunity to employees and officials of an Authority in Wisconsin that is subject to Wisconsin public records law. WEDC will advise an Authority of the confidential nature of the Confidential Information.
5. WEDC shall keep Confidential Information confidential and will not disclose Confidential Information to any person or entity other than set forth below:
 - a. WEDC's Representatives (which include, without limitation, employees, legal counsel and other professional advisors retained by WEDC) who need to know the Confidential Information for the purpose set forth in Section 3. WEDC shall be responsible for any

¹WEDC employees are subject to a legal duty of confidentiality relating to information gained in the course of or by reason of his or her official position pursuant to Wisconsin Statute Section 19.45(4). This NDA provides specificity on how WEDC will handle Confidential Information provided by Company or its parents, subsidiaries and affiliates.



failure of its Representatives to treat the Confidential Information as confidential in accordance with the terms and conditions herein.

- b. Third parties that are not subject to Wisconsin's public records law who, along with any of their representatives, have a direct and immediate need of such access to advance the economic development opportunity referenced in Section 3 provided that each such individual or entity is informed of the confidential nature of the Confidential Information and has agreed to treat the information as confidential in accordance with the terms and conditions no less protective than as set forth in this Agreement.
 - c. As required by law or legal process in the opinion of WEDC's counsel, including but not limited to Wisconsin's public records law, Wis. Stat. §§ 19.31 et seq.
 - d. To any auditor of WEDC.
 - e. To any Federal Agency (as defined in 42 U.S. Code § 5122(9)) in connection with an inquiry.
 - f. Otherwise authorized in writing by Company.
6. In the event WEDC or any of its Representatives is, in the opinion of WEDC's or any Representative's Counsel as applicable, required by applicable law to disclose any Confidential Information under Section 5(c) then WEDC, unless prohibited by law, will provide notice of the request or legal process to Company so that Company may respond with the legal basis for protecting the Confidential Information. If Company fails to respond within five (5) business days of receipt of such notice, WEDC may proceed with disclosing such Confidential Information. Additionally, if WEDC does not agree with the provided legal basis, Company will have another five (5) business days to, as its sole option (but without any obligation to do so) and at its sole expense attempt to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Upon expiration of the additional five (5) business days, WEDC may proceed with disclosing such Confidential information in the absence of a protective order. To the extent that the Company seeks to narrow the nature and scope of the Confidential Information to be disclosed, WEDC agrees not to oppose any action by the Company to obtain a protective order or pursue other appropriate remedy in order to limit such disclosure.
7. The failure of either party to insist upon strict performance of the provisions contained in this NDA shall not constitute a waiver of its rights as set forth in this NDA, or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions of this NDA.
8. This NDA and all matters relating to it shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its choice or conflicts of law provisions. Should any provision of this Agreement be proven invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. WEDC acknowledges that any misappropriation of the Confidential Information in violation of this Agreement may cause the Company harm, the amount of which may be difficult to ascertain, and therefor agrees that the Company shall have, as its exclusive remedy, the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and without the Company posting of any bond and without the proof of actual damages.



9. This NDA constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other oral and written representations, understandings or agreements relating to the subject matter, and may not be amended except by a written agreement signed by the parties.
10. The performance of the business and economic development discussions and evaluations creates no obligation on the part of either party to enter into a relationship or agreement and either may terminate such discussions at any time.
11. The following individuals are designated as the contacts for NDA purposes. Any notice required hereunder shall be in writing and shall be deemed to have been given or made as follows: (i) if sent by hand delivery, upon receipt; (b) if sent by electronic mail, upon receipt by sender of an electronic confirmation message, as recorded by the sender's system, or (ii) if sent by U.S. mail first class postage prepaid or by overnight courier services with all charges prepaid upon the earlier of receipt or five days after deposit in the United States mail, addressed as follows:
 - a. Western Digital Technologies, Inc.
5601 Great Oaks Parkway, Bldg. A1
San Jose, California 95119
Email: Cynthia.Tregillis@wdc.com
 - b. Wisconsin Economic Development Corporation
Attn: WEDC Chief Legal Officer
201 W. Washington Avenue
Madison, WI 53703
Email: legal@wedc.org
12. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.
13. This NDA terminates as of the date the parties execute a final contract for the project protected by this NDA or two years after execution of this NDA, whichever is first. WEDC's obligations with respect to non-disclosure of trade secrets shall survive any termination of this NDA for so long as the Confidential Information remains a trade secret under applicable law.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: 
Jennifer Hagner Campbell, Chief Legal Officer

Date: 06/16/2022

WESTERN DIGITAL TECHNOLOGIES, INC.

By: 
Name Cynthia Tregillis, SVP & Deputy General Counsel

Date: 6/17/2022

ADDENDUM TO THE NON-DISCLOSURE AGREEMENT

Western Digital Technologies, Inc. (the "Company") and the Wisconsin Economic Development Corporation ("WEDC") entered into a Non-Disclosure Agreement on June 17, 2022 ("NDA").

Company recognizes that it would be beneficial for WEDC to share information with certain organizations who may be able to assist in the development of the economic development project ("Project"). To facilitate the exchange of information, the undersigned acknowledges receiving a copy of the above referenced NDA and agrees to adhere to the terms as though it were the sole data recipient; and further agrees that the Company may enforce the terms of the NDA with respect to the undersigned as if the undersigned were a party thereto.

Nothing contained in this Addendum or the NDA shall create any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, nor shall this Addendum or the NDA be construed to impose any liability as such on the Company or the City of Port Washington, Wisconsin, nor shall this Addendum or the NDA be deemed to confer on the Company or the City of Port Washington, Wisconsin, any express, implied or apparent authority to incur any obligation or liability on behalf of the other party or parties thereto.

Section 11. c. of the NDA is hereby created to read as follows:

- c. City of Port Washington
Attn: Melissa Pingel, City Administrator
100 W. Grand Avenue
Port Washington, WI 53074
Email: mpingel@portwashingtonwi.gov

Company hereby authorizes WEDC to release all Confidential Information received from the Company to the undersigned.

ACKNOWLEDGEMENT

I acknowledge that I have read the foregoing Non-Disclosure Agreement and this Addendum, and agree to comply with and be bound by the terms and conditions of those documents.

CITY OF PORT WASHINGTON, WISCONSIN

By: 
Daniel A. Benning, Alderperson

Date: 6/26/24

COMPANY NAME

By: _____
Name Title

Date: _____

NON-DISCLOSURE AGREEMENT



This Non-Disclosure Agreement (“NDA”) is made as of the date on which both Western Digital Technologies, Inc. (the “Company”) and the Wisconsin Economic Development Corporation (“WEDC”) have signed below (the “Effective Date”). The Company and WEDC will also be referred to, individually, as a “party” or, collectively, “the parties.”

1. WEDC is a public private corporation created under Wis. Stat. §§ 238 et seq. WEDC is responsible for meeting its public records law (Wis. Stat. §§ 19.31 et seq) responsibilities for its records as is every Authority (as defined in Wis. Stat. § 19.32(1)) in the state. Except as limited by statute or otherwise prohibited by law, information submitted by the Company may be released in response to a public records request.
2. For purposes of this NDA, “Confidential Information”¹ means all non-public proprietary information or material disclosed or provided by the Company or its parents, subsidiaries, representatives and affiliates to WEDC orally or in writing, concerning any aspect of the business or affairs of the Company, and for written materials, that has been clearly marked at the time of disclosure to WEDC as “CONFIDENTIAL,” or, for content exempt from public records disclosure pursuant to Wis. Stat. 19.36 (5), “CONFIDENTIAL – TRADE SECRET” as that term is defined in Wis. Stat. 134.90(1)(c). Confidential Information does not include any information which (a) is now or hereafter becomes generally known to the public other than as a result of an unauthorized disclosure by WEDC or its Representatives (as defined below); (b) is or becomes available to WEDC on a non-confidential basis by Company or any officer, employee, agent or representative of Company prior to its disclosure by WEDC; (c) is or becomes available to WEDC from a source not known to WEDC to be under an obligation of confidentiality to Company; (d) is known by WEDC prior to its receipt of the information; or (e) is independently developed by WEDC without the use of the Confidential Information.
3. WEDC shall not use the Confidential Information other than in connection with the purposes contemplated by this NDA and relating to the business and economic development discussions between the parties and any Authority provided however that if any contract for a project arises out of the discussion, WEDC may also use the Confidential Information in connection with the implementation, administration and enforcement thereof.
4. In connection with the business and economic development discussions between the parties, WEDC may need to disclose Confidential Information about the economic development opportunity to employees and officials of an Authority in Wisconsin that is subject to Wisconsin public records law. WEDC will advise an Authority of the confidential nature of the Confidential Information.
5. WEDC shall keep Confidential Information confidential and will not disclose Confidential Information to any person or entity other than set forth below:
 - a. WEDC’s Representatives (which include, without limitation, employees, legal counsel and other professional advisors retained by WEDC) who need to know the Confidential Information for the purpose set forth in Section 3. WEDC shall be responsible for any

¹WEDC employees are subject to a legal duty of confidentiality relating to information gained in the course of or by reason of his or her official position pursuant to Wisconsin Statute Section 19.45(4). This NDA provides specificity on how WEDC will handle Confidential Information provided by Company or its parents, subsidiaries and affiliates.



failure of its Representatives to treat the Confidential Information as confidential in accordance with the terms and conditions herein.

- b. Third parties that are not subject to Wisconsin's public records law who, along with any of their representatives, have a direct and immediate need of such access to advance the economic development opportunity referenced in Section 3 provided that each such individual or entity is informed of the confidential nature of the Confidential Information and has agreed to treat the information as confidential in accordance with the terms and conditions no less protective than as set forth in this Agreement.
 - c. As required by law or legal process in the opinion of WEDC's counsel, including but not limited to Wisconsin's public records law, Wis. Stat. §§ 19.31 et seq.
 - d. To any auditor of WEDC.
 - e. To any Federal Agency (as defined in 42 U.S. Code § 5122(9)) in connection with an inquiry.
 - f. Otherwise authorized in writing by Company.
6. In the event WEDC or any of its Representatives is, in the opinion of WEDC's or any Representative's Counsel as applicable, required by applicable law to disclose any Confidential Information under Section 5(c) then WEDC, unless prohibited by law, will provide notice of the request or legal process to Company so that Company may respond with the legal basis for protecting the Confidential Information. If Company fails to respond within five (5) business days of receipt of such notice, WEDC may proceed with disclosing such Confidential Information. Additionally, if WEDC does not agree with the provided legal basis, Company will have another five (5) business days to, as its sole option (but without any obligation to do so) and at its sole expense attempt to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Upon expiration of the additional five (5) business days, WEDC may proceed with disclosing such Confidential information in the absence of a protective order. To the extent that the Company seeks to narrow the nature and scope of the Confidential Information to be disclosed, WEDC agrees not to oppose any action by the Company to obtain a protective order or pursue other appropriate remedy in order to limit such disclosure.
7. The failure of either party to insist upon strict performance of the provisions contained in this NDA shall not constitute a waiver of its rights as set forth in this NDA, or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions of this NDA.
8. This NDA and all matters relating to it shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its choice or conflicts of law provisions. Should any provision of this Agreement be proven invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. WEDC acknowledges that any misappropriation of the Confidential Information in violation of this Agreement may cause the Company harm, the amount of which may be difficult to ascertain, and therefor agrees that the Company shall have, as its exclusive remedy, the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and without the Company posting of any bond and without the proof of actual damages.



9. This NDA constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other oral and written representations, understandings or agreements relating to the subject matter, and may not be amended except by a written agreement signed by the parties.
10. The performance of the business and economic development discussions and evaluations creates no obligation on the part of either party to enter into a relationship or agreement and either may terminate such discussions at any time.
11. The following individuals are designated as the contacts for NDA purposes. Any notice required hereunder shall be in writing and shall be deemed to have been given or made as follows: (i) if sent by hand delivery, upon receipt; (b) if sent by electronic mail, upon receipt by sender of an electronic confirmation message, as recorded by the sender's system, or (ii) if sent by U.S. mail first class postage prepaid or by overnight courier services with all charges prepaid upon the earlier of receipt or five days after deposit in the United States mail, addressed as follows:
 - a. Western Digital Technologies, Inc.
5601 Great Oaks Parkway, Bldg. A1
San Jose, California 95119
Email: Cynthia.Tregillis@wdc.com
 - b. Wisconsin Economic Development Corporation
Attn: WEDC Chief Legal Officer
201 W. Washington Avenue
Madison, WI 53703
Email: legal@wedc.org
12. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.
13. This NDA terminates as of the date the parties execute a final contract for the project protected by this NDA or two years after execution of this NDA, whichever is first. WEDC's obligations with respect to non-disclosure of trade secrets shall survive any termination of this NDA for so long as the Confidential Information remains a trade secret under applicable law.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: 
Jennifer Hagner Campbell, Chief Legal Officer

Date: 06/16/2022

WESTERN DIGITAL TECHNOLOGIES, INC.

By: 
Name Cynthia Tregillis, SVP & Deputy General Counsel

Date: 6/17/2022

ADDENDUM TO THE NON-DISCLOSURE AGREEMENT

Western Digital Technologies, Inc. (the "Company") and the Wisconsin Economic Development Corporation ("WEDC") entered into a Non-Disclosure Agreement on June 17, 2022 ("NDA").

Company recognizes that it would be beneficial for WEDC to share information with certain organizations who may be able to assist in the development of the economic development project ("Project"). To facilitate the exchange of information, the undersigned acknowledges receiving a copy of the above referenced NDA and agrees to adhere to the terms as though it were the sole data recipient; and further agrees that the Company may enforce the terms of the NDA with respect to the undersigned as if the undersigned were a party thereto.

Nothing contained in this Addendum or the NDA shall create any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, nor shall this Addendum or the NDA be construed to impose any liability as such on the Company or the City of Port Washington, Wisconsin, nor shall this Addendum or the NDA be deemed to confer on the Company or the City of Port Washington, Wisconsin, any express, implied or apparent authority to incur any obligation or liability on behalf of the other party or parties thereto.

Section 11. c. of the NDA is hereby created to read as follows:

- c. City of Port Washington
Attn: Melissa Pingel, City Administrator
100 W. Grand Avenue
Port Washington, WI 53074
Email: mpingel@portwashingtonwi.gov

Company hereby authorizes WEDC to release all Confidential Information received from the Company to the undersigned.

ACKNOWLEDGEMENT

I acknowledge that I have read the foregoing Non-Disclosure Agreement and this Addendum, and agree to comply with and be bound by the terms and conditions of those documents.

CITY OF PORT WASHINGTON, WISCONSIN

By:



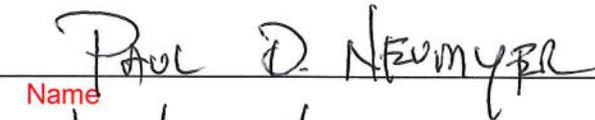
Aldersperson

Date:

08/26/2024

COMPANY NAME

By:



Name

Title

Date:

08/26/2024

NON-DISCLOSURE AGREEMENT



This Non-Disclosure Agreement ("NDA") is made as of the date on which both Western Digital Technologies, Inc. (the "Company") and the Wisconsin Economic Development Corporation ("WEDC") have signed below (the "Effective Date"). The Company and WEDC will also be referred to, individually, as a "party" or, collectively, "the parties."

1. WEDC is a public private corporation created under Wis. Stat. §§ 238 et seq. WEDC is responsible for meeting its public records law (Wis. Stat. §§ 19.31 et seq) responsibilities for its records as is every Authority (as defined in Wis. Stat. § 19.32(1)) in the state. Except as limited by statute or otherwise prohibited by law, information submitted by the Company may be released in response to a public records request.
2. For purposes of this NDA, "Confidential Information"¹ means all non-public proprietary information or material disclosed or provided by the Company or its parents, subsidiaries, representatives and affiliates to WEDC orally or in writing, concerning any aspect of the business or affairs of the Company, and for written materials, that has been clearly marked at the time of disclosure to WEDC as "CONFIDENTIAL," or, for content exempt from public records disclosure pursuant to Wis. Stat. 19.36 (5), "CONFIDENTIAL – TRADE SECRET" as that term is defined in Wis, Stat. 134.90(1)(c). Confidential Information does not include any information which (a) is now or hereafter becomes generally known to the public other than as a result of an unauthorized disclosure by WEDC or its Representatives (as defined below); (b) is or becomes available to WEDC on a non-confidential basis by Company or any officer, employee, agent or representative of Company prior to its disclosure by WEDC; (c) is or becomes available to WEDC from a source not known to WEDC to be under an obligation of confidentiality to Company; (d) is known by WEDC prior to its receipt of the information; or (e) is independently developed by WEDC without the use of the Confidential Information.
3. WEDC shall not use the Confidential Information other than in connection with the purposes contemplated by this NDA and relating to the business and economic development discussions between the parties and any Authority provided however that if any contract for a project arises out of the discussion, WEDC may also use the Confidential Information in connection with the implementation, administration and enforcement thereof.
4. In connection with the business and economic development discussions between the parties, WEDC may need to disclose Confidential Information about the economic development opportunity to employees and officials of an Authority in Wisconsin that is subject to Wisconsin public records law. WEDC will advise an Authority of the confidential nature of the Confidential Information.
5. WEDC shall keep Confidential Information confidential and will not disclose Confidential Information to any person or entity other than set forth below:
 - a. WEDC's Representatives (which include, without limitation, employees, legal counsel and other professional advisors retained by WEDC) who need to know the Confidential Information for the purpose set forth in Section 3. WEDC shall be responsible for any

¹WEDC employees are subject to a legal duty of confidentiality relating to information gained in the course of or by reason of his or her official position pursuant to Wisconsin Statute Section 19.45(4). This NDA provides specificity on how WEDC will handle Confidential Information provided by Company or its parents, subsidiaries and affiliates.



failure of its Representatives to treat the Confidential Information as confidential in accordance with the terms and conditions herein.

- b. Third parties that are not subject to Wisconsin's public records law who, along with any of their representatives, have a direct and immediate need of such access to advance the economic development opportunity referenced in Section 3 provided that each such individual or entity is informed of the confidential nature of the Confidential Information and has agreed to treat the information as confidential in accordance with the terms and conditions no less protective than as set forth in this Agreement.
 - c. As required by law or legal process in the opinion of WEDC's counsel, including but not limited to Wisconsin's public records law, Wis. Stat. §§ 19.31 et seq.
 - d. To any auditor of WEDC.
 - e. To any Federal Agency (as defined in 42 U.S. Code § 5122(9)) in connection with an inquiry.
 - f. Otherwise authorized in writing by Company.
6. In the event WEDC or any of its Representatives is, in the opinion of WEDC's or any Representative's Counsel as applicable, required by applicable law to disclose any Confidential Information under Section 5(c) then WEDC, unless prohibited by law, will provide notice of the request or legal process to Company so that Company may respond with the legal basis for protecting the Confidential Information. If Company fails to respond within five (5) business days of receipt of such notice, WEDC may proceed with disclosing such Confidential Information. Additionally, if WEDC does not agree with the provided legal basis, Company will have another five (5) business days to, as its sole option (but without any obligation to do so) and at its sole expense attempt to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Upon expiration of the additional five (5) business days, WEDC may proceed with disclosing such Confidential information in the absence of a protective order. To the extent that the Company seeks to narrow the nature and scope of the Confidential Information to be disclosed, WEDC agrees not to oppose any action by the Company to obtain a protective order or pursue other appropriate remedy in order to limit such disclosure.
7. The failure of either party to insist upon strict performance of the provisions contained in this NDA shall not constitute a waiver of its rights as set forth in this NDA, or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions of this NDA.
8. This NDA and all matters relating to it shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its choice or conflicts of law provisions. Should any provision of this Agreement be proven invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. WEDC acknowledges that any misappropriation of the Confidential Information in violation of this Agreement may cause the Company harm, the amount of which may be difficult to ascertain, and therefor agrees that the Company shall have, as its exclusive remedy, the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and without the Company posting of any bond and without the proof of actual damages.



9. This NDA constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other oral and written representations, understandings or agreements relating to the subject matter, and may not be amended except by a written agreement signed by the parties.
10. The performance of the business and economic development discussions and evaluations creates no obligation on the part of either party to enter into a relationship or agreement and either may terminate such discussions at any time.
11. The following individuals are designated as the contacts for NDA purposes. Any notice required hereunder shall be in writing and shall be deemed to have been given or made as follows: (i) if sent by hand delivery, upon receipt; (b) if sent by electronic mail, upon receipt by sender of an electronic confirmation message, as recorded by the sender's system, or (ii) if sent by U.S. mail first class postage prepaid or by overnight courier services with all charges prepaid upon the earlier of receipt or five days after deposit in the United States mail, addressed as follows:
 - a. Western Digital Technologies, Inc.
5601 Great Oaks Parkway, Bldg. A1
San Jose, California 95119
Email: Cynthia.Tregillis@wdc.com
 - b. Wisconsin Economic Development Corporation
Attn: WEDC Chief Legal Officer
201 W. Washington Avenue
Madison, WI 53703
Email: legal@wedc.org
12. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.
13. This NDA terminates as of the date the parties execute a final contract for the project protected by this NDA or two years after execution of this NDA, whichever is first. WEDC's obligations with respect to non-disclosure of trade secrets shall survive any termination of this NDA for so long as the Confidential Information remains a trade secret under applicable law.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: 
Jennifer Hagner Campbell, Chief Legal Officer

Date: 06/16/2022

WESTERN DIGITAL TECHNOLOGIES, INC.

By: 
Name Cynthia Tregillis, SVP & Deputy General Counsel

Date: 6/17/2022

ADDENDUM TO THE NON-DISCLOSURE AGREEMENT

Western Digital Technologies, Inc. (the "Company") and the Wisconsin Economic Development Corporation ("WEDC") entered into a Non-Disclosure Agreement on June 17, 2022 ("NDA").

Company recognizes that it would be beneficial for WEDC to share information with certain organizations who may be able to assist in the development of the economic development project ("Project"). To facilitate the exchange of information, the undersigned acknowledges receiving a copy of the above referenced NDA and agrees to adhere to the terms as though it were the sole data recipient; and further agrees that the Company may enforce the terms of the NDA with respect to the undersigned as if the undersigned were a party thereto.

Nothing contained in this Addendum or the NDA shall create any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, nor shall this Addendum or the NDA be construed to impose any liability as such on the Company or the City of Port Washington, Wisconsin, nor shall this Addendum or the NDA be deemed to confer on the Company or the City of Port Washington, Wisconsin, any express, implied or apparent authority to incur any obligation or liability on behalf of the other party or parties thereto.

Section 11. c. of the NDA is hereby created to read as follows:

- c. City of Port Washington
Attn: Melissa Pingel, City Administrator
100 W. Grand Avenue
Port Washington, WI 53074
Email: mpingel@portwashingtonwi.gov

Company hereby authorizes WEDC to release all Confidential Information received from the Company to the undersigned.

ACKNOWLEDGEMENT

I acknowledge that I have read the foregoing Non-Disclosure Agreement and this Addendum, and agree to comply with and be bound by the terms and conditions of those documents.

CITY OF PORT WASHINGTON, WISCONSIN

By: _____

Jonathan Pleitner, Alderperson

Date: _____

6-26-24

COMPANY NAME

By: _____

Name

Title

Date: _____

NON-DISCLOSURE AGREEMENT



This Non-Disclosure Agreement ("NDA") is made as of the date on which both Western Digital Technologies, Inc. (the "Company") and the Wisconsin Economic Development Corporation ("WEDC") have signed below (the "Effective Date"). The Company and WEDC will also be referred to, individually, as a "party" or, collectively, "the parties."

1. WEDC is a public private corporation created under Wis. Stat. §§ 238 et seq. WEDC is responsible for meeting its public records law (Wis. Stat. §§ 19.31 et seq) responsibilities for its records as is every Authority (as defined in Wis. Stat. § 19.32(1)) in the state. Except as limited by statute or otherwise prohibited by law, information submitted by the Company may be released in response to a public records request.
2. For purposes of this NDA, "Confidential Information"¹ means all non-public proprietary information or material disclosed or provided by the Company or its parents, subsidiaries, representatives and affiliates to WEDC orally or in writing, concerning any aspect of the business or affairs of the Company, and for written materials, that has been clearly marked at the time of disclosure to WEDC as "CONFIDENTIAL," or, for content exempt from public records disclosure pursuant to Wis. Stat. 19.36 (5), "CONFIDENTIAL – TRADE SECRET" as that term is defined in Wis, Stat. 134.90(1)(c). Confidential Information does not include any information which (a) is now or hereafter becomes generally known to the public other than as a result of an unauthorized disclosure by WEDC or its Representatives (as defined below); (b) is or becomes available to WEDC on a non-confidential basis by Company or any officer, employee, agent or representative of Company prior to its disclosure by WEDC; (c) is or becomes available to WEDC from a source not known to WEDC to be under an obligation of confidentiality to Company; (d) is known by WEDC prior to its receipt of the information; or (e) is independently developed by WEDC without the use of the Confidential Information.
3. WEDC shall not use the Confidential Information other than in connection with the purposes contemplated by this NDA and relating to the business and economic development discussions between the parties and any Authority provided however that if any contract for a project arises out of the discussion, WEDC may also use the Confidential Information in connection with the implementation, administration and enforcement thereof.
4. In connection with the business and economic development discussions between the parties, WEDC may need to disclose Confidential Information about the economic development opportunity to employees and officials of an Authority in Wisconsin that is subject to Wisconsin public records law. WEDC will advise an Authority of the confidential nature of the Confidential Information.
5. WEDC shall keep Confidential Information confidential and will not disclose Confidential Information to any person or entity other than set forth below:
 - a. WEDC's Representatives (which include, without limitation, employees, legal counsel and other professional advisors retained by WEDC) who need to know the Confidential Information for the purpose set forth in Section 3. WEDC shall be responsible for any

¹WEDC employees are subject to a legal duty of confidentiality relating to information gained in the course of or by reason of his or her official position pursuant to Wisconsin Statute Section 19.45(4). This NDA provides specificity on how WEDC will handle Confidential Information provided by Company or its parents, subsidiaries and affiliates.



failure of its Representatives to treat the Confidential Information as confidential in accordance with the terms and conditions herein.

- b. Third parties that are not subject to Wisconsin's public records law who, along with any of their representatives, have a direct and immediate need of such access to advance the economic development opportunity referenced in Section 3 provided that each such individual or entity is informed of the confidential nature of the Confidential Information and has agreed to treat the information as confidential in accordance with the terms and conditions no less protective than as set forth in this Agreement.
 - c. As required by law or legal process in the opinion of WEDC's counsel, including but not limited to Wisconsin's public records law, Wis. Stat. §§ 19.31 et seq.
 - d. To any auditor of WEDC.
 - e. To any Federal Agency (as defined in 42 U.S. Code § 5122(9)) in connection with an inquiry.
 - f. Otherwise authorized in writing by Company.
6. In the event WEDC or any of its Representatives is, in the opinion of WEDC's or any Representative's Counsel as applicable, required by applicable law to disclose any Confidential Information under Section 5(c) then WEDC, unless prohibited by law, will provide notice of the request or legal process to Company so that Company may respond with the legal basis for protecting the Confidential Information. If Company fails to respond within five (5) business days of receipt of such notice, WEDC may proceed with disclosing such Confidential Information. Additionally, if WEDC does not agree with the provided legal basis, Company will have another five (5) business days to, as its sole option (but without any obligation to do so) and at its sole expense attempt to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Upon expiration of the additional five (5) business days, WEDC may proceed with disclosing such Confidential information in the absence of a protective order. To the extent that the Company seeks to narrow the nature and scope of the Confidential Information to be disclosed, WEDC agrees not to oppose any action by the Company to obtain a protective order or pursue other appropriate remedy in order to limit such disclosure.
7. The failure of either party to insist upon strict performance of the provisions contained in this NDA shall not constitute a waiver of its rights as set forth in this NDA, or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions of this NDA.
8. This NDA and all matters relating to it shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its choice or conflicts of law provisions. Should any provision of this Agreement be proven invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. WEDC acknowledges that any misappropriation of the Confidential Information in violation of this Agreement may cause the Company harm, the amount of which may be difficult to ascertain, and therefor agrees that the Company shall have, as its exclusive remedy, the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and without the Company posting of any bond and without the proof of actual damages.



9. This NDA constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other oral and written representations, understandings or agreements relating to the subject matter, and may not be amended except by a written agreement signed by the parties.
10. The performance of the business and economic development discussions and evaluations creates no obligation on the part of either party to enter into a relationship or agreement and either may terminate such discussions at any time.
11. The following individuals are designated as the contacts for NDA purposes. Any notice required hereunder shall be in writing and shall be deemed to have been given or made as follows: (i) if sent by hand delivery, upon receipt; (b) if sent by electronic mail, upon receipt by sender of an electronic confirmation message, as recorded by the sender's system, or (ii) if sent by U.S. mail first class postage prepaid or by overnight courier services with all charges prepaid upon the earlier of receipt or five days after deposit in the United States mail, addressed as follows:
 - a. Western Digital Technologies, Inc.
5601 Great Oaks Parkway, Bldg. A1
San Jose, California 95119
Email: Cynthia.Tregillis@wdc.com
 - b. Wisconsin Economic Development Corporation
Attn: WEDC Chief Legal Officer
201 W. Washington Avenue
Madison, WI 53703
Email: legal@wedc.org
12. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.
13. This NDA terminates as of the date the parties execute a final contract for the project protected by this NDA or two years after execution of this NDA, whichever is first. WEDC's obligations with respect to non-disclosure of trade secrets shall survive any termination of this NDA for so long as the Confidential Information remains a trade secret under applicable law.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: 
Jennifer Hagner Campbell, Chief Legal Officer

Date: 06/16/2022

WESTERN DIGITAL TECHNOLOGIES, INC.

By: 
Name Cynthia Tregillis, SVP & Deputy General Counsel

Date: 6/17/2022



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("NDA") is made as of the date on which both Western Digital Technologies, Inc. (the "Company") and the Wisconsin Economic Development Corporation ("WEDC") have signed below (the "Effective Date"). The Company and WEDC will also be referred to, individually, as a "party" or, collectively, "the parties."

1. WEDC is a public private corporation created under Wis. Stat. §§ 238 et seq. WEDC is responsible for meeting its public records law (Wis. Stat. §§ 19.31 et seq) responsibilities for its records as is every Authority (as defined in Wis. Stat. § 19.32(1)) in the state. Except as limited by statute or otherwise prohibited by law, information submitted by the Company may be released in response to a public records request.
2. For purposes of this NDA, "Confidential Information"¹ means all non-public proprietary information or material disclosed or provided by the Company or its parents, subsidiaries, representatives and affiliates to WEDC orally or in writing, concerning any aspect of the business or affairs of the Company, and for written materials, that has been clearly marked at the time of disclosure to WEDC as "CONFIDENTIAL," or, for content exempt from public records disclosure pursuant to Wis. Stat. 19.36 (5), "CONFIDENTIAL – TRADE SECRET" as that term is defined in Wis, Stat. 134.90(1)(c). Confidential Information does not include any information which (a) is now or hereafter becomes generally known to the public other than as a result of an unauthorized disclosure by WEDC or its Representatives (as defined below); (b) is or becomes available to WEDC on a non-confidential basis by Company or any officer, employee, agent or representative of Company prior to its disclosure by WEDC; (c) is or becomes available to WEDC from a source not known to WEDC to be under an obligation of confidentiality to Company; (d) is known by WEDC prior to its receipt of the information; or (e) is independently developed by WEDC without the use of the Confidential Information.
3. WEDC shall not use the Confidential Information other than in connection with the purposes contemplated by this NDA and relating to the business and economic development discussions between the parties and any Authority provided however that if any contract for a project arises out of the discussion, WEDC may also use the Confidential Information in connection with the implementation, administration and enforcement thereof.
4. In connection with the business and economic development discussions between the parties, WEDC may need to disclose Confidential Information about the economic development opportunity to employees and officials of an Authority in Wisconsin that is subject to Wisconsin public records law. WEDC will advise an Authority of the confidential nature of the Confidential Information.
5. WEDC shall keep Confidential Information confidential and will not disclose Confidential Information to any person or entity other than set forth below:
 - a. WEDC's Representatives (which include, without limitation, employees, legal counsel and other professional advisors retained by WEDC) who need to know the Confidential Information for the purpose set forth in Section 3. WEDC shall be responsible for any

¹WEDC employees are subject to a legal duty of confidentiality relating to information gained in the course of or by reason of his or her official position pursuant to Wisconsin Statute Section 19.45(4). This NDA provides specificity on how WEDC will handle Confidential Information provided by Company or its parents, subsidiaries and affiliates.



failure of its Representatives to treat the Confidential Information as confidential in accordance with the terms and conditions herein.

- b. Third parties that are not subject to Wisconsin's public records law who, along with any of their representatives, have a direct and immediate need of such access to advance the economic development opportunity referenced in Section 3 provided that each such individual or entity is informed of the confidential nature of the Confidential Information and has agreed to treat the information as confidential in accordance with the terms and conditions no less protective than as set forth in this Agreement.
 - c. As required by law or legal process in the opinion of WEDC's counsel, including but not limited to Wisconsin's public records law, Wis. Stat. §§ 19.31 et seq.
 - d. To any auditor of WEDC.
 - e. To any Federal Agency (as defined in 42 U.S. Code § 5122(9)) in connection with an inquiry.
 - f. Otherwise authorized in writing by Company.
6. In the event WEDC or any of its Representatives is, in the opinion of WEDC's or any Representative's Counsel as applicable, required by applicable law to disclose any Confidential Information under Section 5(c) then WEDC, unless prohibited by law, will provide notice of the request or legal process to Company so that Company may respond with the legal basis for protecting the Confidential Information. If Company fails to respond within five (5) business days of receipt of such notice, WEDC may proceed with disclosing such Confidential Information. Additionally, if WEDC does not agree with the provided legal basis, Company will have another five (5) business days to, as its sole option (but without any obligation to do so) and at its sole expense attempt to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Upon expiration of the additional five (5) business days, WEDC may proceed with disclosing such Confidential information in the absence of a protective order. To the extent that the Company seeks to narrow the nature and scope of the Confidential Information to be disclosed, WEDC agrees not to oppose any action by the Company to obtain a protective order or pursue other appropriate remedy in order to limit such disclosure.
7. The failure of either party to insist upon strict performance of the provisions contained in this NDA shall not constitute a waiver of its rights as set forth in this NDA, or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions of this NDA.
8. This NDA and all matters relating to it shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its choice or conflicts of law provisions. Should any provision of this Agreement be proven invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. WEDC acknowledges that any misappropriation of the Confidential Information in violation of this Agreement may cause the Company harm, the amount of which may be difficult to ascertain, and therefor agrees that the Company shall have, as its exclusive remedy, the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and without the Company posting of any bond and without the proof of actual damages.



9. This NDA constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other oral and written representations, understandings or agreements relating to the subject matter, and may not be amended except by a written agreement signed by the parties.
10. The performance of the business and economic development discussions and evaluations creates no obligation on the part of either party to enter into a relationship or agreement and either may terminate such discussions at any time.
11. The following individuals are designated as the contacts for NDA purposes. Any notice required hereunder shall be in writing and shall be deemed to have been given or made as follows: (i) if sent by hand delivery, upon receipt; (b) if sent by electronic mail, upon receipt by sender of an electronic confirmation message, as recorded by the sender's system, or (ii) if sent by U.S. mail first class postage prepaid or by overnight courier services with all charges prepaid upon the earlier of receipt or five days after deposit in the United States mail, addressed as follows:
 - a. Western Digital Technologies, Inc.
5601 Great Oaks Parkway, Bldg. A1
San Jose, California 95119
Email: Cynthia.Tregillis@wdc.com
 - b. Wisconsin Economic Development Corporation
Attn: WEDC Chief Legal Officer
201 W. Washington Avenue
Madison, WI 53703
Email: legal@wedc.org
12. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.
13. This NDA terminates as of the date the parties execute a final contract for the project protected by this NDA or two years after execution of this NDA, whichever is first. WEDC's obligations with respect to non-disclosure of trade secrets shall survive any termination of this NDA for so long as the Confidential Information remains a trade secret under applicable law.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: 
Jennifer Hagner Campbell, Chief Legal Officer

Date: 06/16/2022

WESTERN DIGITAL TECHNOLOGIES, INC.

By: 
Name Cynthia Tregillis, SVP & Deputy General Counsel

Date: 6/17/2022

NON-DISCLOSURE AGREEMENT



This Non-Disclosure Agreement (“NDA”) is made as of the date on which both Western Digital Technologies, Inc. (the “Company”) and the Wisconsin Economic Development Corporation (“WEDC”) have signed below (the “Effective Date”). The Company and WEDC will also be referred to, individually, as a “party” or, collectively, “the parties.”

1. WEDC is a public private corporation created under Wis. Stat. §§ 238 et seq. WEDC is responsible for meeting its public records law (Wis. Stat. §§ 19.31 et seq) responsibilities for its records as is every Authority (as defined in Wis. Stat. § 19.32(1)) in the state. Except as limited by statute or otherwise prohibited by law, information submitted by the Company may be released in response to a public records request.
2. For purposes of this NDA, “Confidential Information”¹ means all non-public proprietary information or material disclosed or provided by the Company or its parents, subsidiaries, representatives and affiliates to WEDC orally or in writing, concerning any aspect of the business or affairs of the Company, and for written materials, that has been clearly marked at the time of disclosure to WEDC as “CONFIDENTIAL,” or, for content exempt from public records disclosure pursuant to Wis. Stat. 19.36 (5), “CONFIDENTIAL – TRADE SECRET” as that term is defined in Wis, Stat. 134.90(1)(c). Confidential Information does not include any information which (a) is now or hereafter becomes generally known to the public other than as a result of an unauthorized disclosure by WEDC or its Representatives (as defined below); (b) is or becomes available to WEDC on a non-confidential basis by Company or any officer, employee, agent or representative of Company prior to its disclosure by WEDC; (c) is or becomes available to WEDC from a source not known to WEDC to be under an obligation of confidentiality to Company; (d) is known by WEDC prior to its receipt of the information; or (e) is independently developed by WEDC without the use of the Confidential Information.
3. WEDC shall not use the Confidential Information other than in connection with the purposes contemplated by this NDA and relating to the business and economic development discussions between the parties and any Authority provided however that if any contract for a project arises out of the discussion, WEDC may also use the Confidential Information in connection with the implementation, administration and enforcement thereof.
4. In connection with the business and economic development discussions between the parties, WEDC may need to disclose Confidential Information about the economic development opportunity to employees and officials of an Authority in Wisconsin that is subject to Wisconsin public records law. WEDC will advise an Authority of the confidential nature of the Confidential Information.
5. WEDC shall keep Confidential Information confidential and will not disclose Confidential Information to any person or entity other than set forth below:
 - a. WEDC’s Representatives (which include, without limitation, employees, legal counsel and other professional advisors retained by WEDC) who need to know the Confidential Information for the purpose set forth in Section 3. WEDC shall be responsible for any

¹WEDC employees are subject to a legal duty of confidentiality relating to information gained in the course of or by reason of his or her official position pursuant to Wisconsin Statute Section 19.45(4). This NDA provides specificity on how WEDC will handle Confidential Information provided by Company or its parents, subsidiaries and affiliates.



failure of its Representatives to treat the Confidential Information as confidential in accordance with the terms and conditions herein.

- b. Third parties that are not subject to Wisconsin's public records law who, along with any of their representatives, have a direct and immediate need of such access to advance the economic development opportunity referenced in Section 3 provided that each such individual or entity is informed of the confidential nature of the Confidential Information and has agreed to treat the information as confidential in accordance with the terms and conditions no less protective than as set forth in this Agreement.
 - c. As required by law or legal process in the opinion of WEDC's counsel, including but not limited to Wisconsin's public records law, Wis. Stat. §§ 19.31 et seq.
 - d. To any auditor of WEDC.
 - e. To any Federal Agency (as defined in 42 U.S. Code § 5122(9)) in connection with an inquiry.
 - f. Otherwise authorized in writing by Company.
6. In the event WEDC or any of its Representatives is, in the opinion of WEDC's or any Representative's Counsel as applicable, required by applicable law to disclose any Confidential Information under Section 5(c) then WEDC, unless prohibited by law, will provide notice of the request or legal process to Company so that Company may respond with the legal basis for protecting the Confidential Information. If Company fails to respond within five (5) business days of receipt of such notice, WEDC may proceed with disclosing such Confidential Information. Additionally, if WEDC does not agree with the provided legal basis, Company will have another five (5) business days to, as its sole option (but without any obligation to do so) and at its sole expense attempt to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Upon expiration of the additional five (5) business days, WEDC may proceed with disclosing such Confidential information in the absence of a protective order. To the extent that the Company seeks to narrow the nature and scope of the Confidential Information to be disclosed, WEDC agrees not to oppose any action by the Company to obtain a protective order or pursue other appropriate remedy in order to limit such disclosure.
7. The failure of either party to insist upon strict performance of the provisions contained in this NDA shall not constitute a waiver of its rights as set forth in this NDA, or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions of this NDA.
8. This NDA and all matters relating to it shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its choice or conflicts of law provisions. Should any provision of this Agreement be proven invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. WEDC acknowledges that any misappropriation of the Confidential Information in violation of this Agreement may cause the Company harm, the amount of which may be difficult to ascertain, and therefor agrees that the Company shall have, as its exclusive remedy, the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and without the Company posting of any bond and without the proof of actual damages.



9. This NDA constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other oral and written representations, understandings or agreements relating to the subject matter, and may not be amended except by a written agreement signed by the parties.
10. The performance of the business and economic development discussions and evaluations creates no obligation on the part of either party to enter into a relationship or agreement and either may terminate such discussions at any time.
11. The following individuals are designated as the contacts for NDA purposes. Any notice required hereunder shall be in writing and shall be deemed to have been given or made as follows: (i) if sent by hand delivery, upon receipt; (b) if sent by electronic mail, upon receipt by sender of an electronic confirmation message, as recorded by the sender's system, or (ii) if sent by U.S. mail first class postage prepaid or by overnight courier services with all charges prepaid upon the earlier of receipt or five days after deposit in the United States mail, addressed as follows:
 - a. Western Digital Technologies, Inc.
5601 Great Oaks Parkway, Bldg. A1
San Jose, California 95119
Email: Cynthia.Tregillis@wdc.com
 - b. Wisconsin Economic Development Corporation
Attn: WEDC Chief Legal Officer
201 W. Washington Avenue
Madison, WI 53703
Email: legal@wedc.org
12. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.
13. This NDA terminates as of the date the parties execute a final contract for the project protected by this NDA or two years after execution of this NDA, whichever is first. WEDC's obligations with respect to non-disclosure of trade secrets shall survive any termination of this NDA for so long as the Confidential Information remains a trade secret under applicable law.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: 
Jennifer Hagner Campbell, Chief Legal Officer

Date: 06/16/2022

WESTERN DIGITAL TECHNOLOGIES, INC.

By: 
Name Cynthia Tregillis, SVP & Deputy General Counsel

Date: 6/17/2022

ADDENDUM TO THE NON-DISCLOSURE AGREEMENT

Western Digital Technologies, Inc. (the "Company") and the Wisconsin Economic Development Corporation ("WEDC") entered into a Non-Disclosure Agreement on June 17, 2022 ("NDA").

Company recognizes that it would be beneficial for WEDC to share information with certain organizations who may be able to assist in the development of the economic development project ("Project"). To facilitate the exchange of information, the undersigned acknowledges receiving a copy of the above referenced NDA and agrees to adhere to the terms as though it were the sole data recipient; and further agrees that the Company may enforce the terms of the NDA with respect to the undersigned as if the undersigned were a party thereto.

Nothing contained in this Addendum or the NDA shall create any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, nor shall this Addendum or the NDA be construed to impose any liability as such on the Company or the City of Port Washington, Wisconsin, nor shall this Addendum or the NDA be deemed to confer on the Company or the City of Port Washington, Wisconsin, any express, implied or apparent authority to incur any obligation or liability on behalf of the other party or parties thereto.

Section 11. c. of the NDA is hereby created to read as follows:

- c. City of Port Washington
Attn: Melissa Pingel, City Administrator
100 W. Grand Avenue
Port Washington, WI 53074
Email: mpingel@portwashingtonwi.gov

Company hereby authorizes WEDC to release all Confidential Information received from the Company to the undersigned.

ACKNOWLEDGEMENT

I acknowledge that I have read the foregoing Non-Disclosure Agreement and this Addendum, and agree to comply with and be bound by the terms and conditions of those documents.

CITY OF PORT WASHINGTON, WISCONSIN

By:  Patrick G. Tarney
Aldersperson

Date: 6/26/2024

COMPANY NAME

By: _____
Name Title

Date: _____

