

This Notice is Posted Pursuant to a Settlement Agreement Approved by the Regional Director of Region 21 of the National Labor Relations Board in Case 32-CA-284428.

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STATEMENT REGARDING CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

Apple has clarified the definition of “Proprietary Information” in the current version of the Confidentiality and Intellectual Property Agreement (“IPA”) as reproduced below. This term “Proprietary Information” has been replaced with the defined term “Apple Confidential Information,” and reflects Apple’s interpretation of Proprietary Information for all current and former employees regardless of their specific IPA version and aligns to the way Apple interprets the scope of employees’ confidentiality obligations. The term “Proprietary Information” in any former version of the IPA should not be construed inconsistently with the definition below and should not be construed as limiting employee rights to discuss wages, hours, and terms and conditions of employment.

Section I of the IPA now reads as follows:

You understand and agree that Your Employment creates a relationship of confidence and trust with respect to certain information that may be disclosed to You or otherwise learned or accessed by You in the course of Your Employment, including any

confidential information of third parties disclosed or made available to any Apple Entity (“Third Party Confidential Information”). As used in this Agreement, “Apple Confidential Information” means all Third Party Confidential Information and all non-public information that is kept confidential by any Apple Entity, including such information pertaining to or consisting of: (a) inventions, trade secrets, R&D records, reports, samples, manuals, plans, specifications, ideas, know how, designs, prototypes, software, source code, notes, photographs, screenshots, whiteboard captures, remote video chats, drawings, sketches or any other confidential materials or information relating to past, existing or future products or services, whether or not developed, marketed, used, or rejected by any Apple Entity or persons or companies for or on behalf of any Apple Entity; and (b) sales, profits, organization, customer data, pricing, operations, sources of material, supply, costs, manufacturing, financials, forecasts, budgets, profit and loss statements, market research, marketing or advertising strategy or plans, product roadmaps, product volumes, aggregated performance review metrics or data, aggregated recruiting or interview information, headcount planning reports, project planning documents, dates or content of new product launches, methods of distribution or manufacture or testing and unpublished patent applications. You understand that the above list is not exhaustive and that Apple Confidential Information includes other information that falls within its definition that would appear to a reasonable person to be confidential, proprietary and/or of commercial value in the context

and circumstances in which the information is known or used. Apple Confidential Information does not include (i) any information that is generally available to the public, unless the information falls within the definition of Apple Confidential Information, but became publicly available through unlawful means or as a result of any breach of a confidentiality obligation to any Apple Entity, including any breach by You of this Agreement and (ii) any information that was known to You prior to Your Employment with Apple.

Notwithstanding the foregoing, nothing in this Agreement restricts Your right to (A) use or disclose Your general training, knowledge, professional experience and skills, (B) seek or accept any job, including with a competitor of Apple, where such job begins after Your separation from employment with Apple, (C) discuss or disclose information about Your or others' wages, hours, or working conditions, or (D) discuss or disclose information about unlawful acts in the workplace, including harassment, discrimination, or any other conduct You have reason to believe is inappropriate in the workplace, or file a complaint or otherwise communicate or cooperate with a U.S. federal, state, or local government or law enforcement agency (including, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Board, the United States Department of Labor, or the Office of Federal Contract Compliance Programs) about such unlawful or inappropriate acts. Nothing in this Agreement, or any other Apple agreement, should be interpreted as being restrictive of Your rights under subsections (A)-(D) without unnecessary disclosure of Apple Confidential Information to third parties. You are not required to notify Apple when exercising Your rights permitted under subsections (A)-(D) above.

Additional information about employee rights, including the right to engage in protected, concerted activity, can be found on Apple's People site. Additional information about employee rights, including the right to engage in union or other protected, concerted activity, can be found at www.nlrb.gov.

A. Treatment of Apple Confidential Information. You understand and acknowledge that Your obligations under this Agreement with regard to any particular Apple Confidential Information will continue during and after Your Employment until such Apple Confidential Information has become generally available to the public unless it became publicly available through unlawful means or as a result of any breach of a confidentiality obligation to any Apple Entity, including any breach by You of this Agreement. You understand and agree that, without the written consent of Apple, You are prohibited, during and after Your Employment, from: (i) using any Apple

Confidential Information, except as necessary to perform Your duties during and in the scope of Your Employment; (ii) disclosing any Apple Confidential Information, except during and in the scope of Your Employment to (a) personnel of any Apple Entity or (b) other third parties who have confidentiality obligations to any Apple Entity regarding the Apple Confidential Information to be disclosed (“Authorized Third Parties”), in each case (a) and (b), who need to know the Apple Confidential Information to be disclosed during and in connection with their respective work for such Apple Entity; or (iii) permitting any other person or entity to (a) use any Apple Confidential Information, except authorized uses by (1) personnel of any Apple Entity or (2) Authorized Third Parties, in each case (1) and (2), of the Apple Confidential Information as necessary to be used by them during and in connection with their work for the applicable Apple Entity or (b) disclose any Apple Confidential Information, except authorized disclosures (1) between personnel of any Apple Entity or (2) between personnel of any Apple Entity, on the one hand, and Authorized Third Parties, on the other hand, in each case (1) and (2), who need to know the Apple Confidential Information to be disclosed during and in connection with their respective work for the applicable Apple Entity. You understand and agree to strictly comply with all rules and policies of the Apple Entities regarding Apple Confidential Information and to use best efforts to safeguard such Apple Confidential Information and protect it against disclosure, misuse, loss, or theft. Upon termination of Your Employment, You will promptly deliver to the Apple Employing Entity all Apple property, documents, and materials of any kind containing any Apple Confidential Information, and You agree that You will not take with You any property, documents, materials, or copies thereof, whether on paper, in electronic form or in any other medium, containing any Apple Confidential Information.

B. Information, Inventions and IP of Others. You agree that You have not brought, and during Your Employment You will not bring, any confidential, proprietary, or secret information, or any inventions or IP, of any of Your former employers or any other person or entity onto the property of any Apple Entity or use any of the foregoing in connection with Your Employment. You further agree You have not improperly used or disclosed (or induced the same), and during Your Employment will not improperly use or disclose (or induce the same), any confidential, proprietary, or secret information, or any inventions or IP, of any of Your former employers or any other person or entity.

C. Compelled Disclosures. If You are at any time during or after Your Employment compelled by law to disclose any Apple Confidential Information to a court, administrative body or other government authority, You agree, to the maximum extent permitted by

applicable law to (i) immediately provide prior written notice of such disclosure to Apple at notices@apple.com detailing the Apple Confidential Information disclosed to enable Apple to seek a protective order with respect to such Apple Confidential Information and (ii) only disclose the minimum amount of Apple Confidential Information that is required to be disclosed in such instance. Any notice under subparagraph (i) of this provision should identify only the Apple Confidential Information that will be or was disclosed, to who it will be or was disclosed, and the date that the disclosure will be or was made. "Compelled Disclosures" do not include voluntary disclosures expressly permitted in Section I above.