

**APPLE INC.  
MFi/WORKS WITH APPLE LICENSING PROGRAM ENROLLMENT  
APPLICATION  
CONFIDENTIALITY AGREEMENT (APPLE DISCLOSES)**

**THIS IS A LEGAL AGREEMENT BETWEEN YOU ("RECIPIENT") AND APPLE INC. ("APPLE") STATING THE TERMS THAT GOVERN THE CONFIDENTIALITY OF INFORMATION YOU MAY PROVIDE IN YOUR APPLICATION TO BECOME AN MFi/WORKS WITH APPLE LICENSEE, AND ANY COMMUNICATION, INFORMATION, OR DOCUMENTATION YOU MAY RECEIVE FROM APPLE IN CONNECTION WITH THE MFi/WORKS WITH APPLE LICENSING PROGRAM. PLEASE READ THIS CONFIDENTIALITY AGREEMENT ("AGREEMENT") BEFORE CHECKING THE BOX AT THE BOTTOM OF THIS PAGE AND PRESSING THE "AGREE" BUTTON. BY PRESSING "AGREE," YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PRESS "CANCEL" AND YOU WILL BE UNABLE TO APPLY FOR ENROLLMENT IN THE MFi/WORKS WITH APPLE LICENSING PROGRAM.**

1. DEFINITION OF CONFIDENTIAL INFORMATION. Recipient agrees that information disclosed by Apple to Recipient regarding the MFi/Works With Apple Licensing Program, and other information, including but not limited to information learned by Recipient from Apple employees, agents or through inspection of Apple's property, that relates to Apple's products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information disclosed to Recipient by Apple, the terms and conditions of this Agreement, and the existence of the discussions between Recipient and Apple will be considered and referred to collectively in this Agreement as "Confidential Information." Confidential Information, however, does not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of Recipient; (b) Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by Apple; (c) is independently developed by Recipient without the use of any Confidential Information; or (d) Recipient rightfully obtains from a third party who has the right to transfer or disclose it to Recipient without limitation.

To avoid potential misunderstandings, Apple cannot agree, and expressly disclaims, any confidentiality obligations or use restrictions, express or implied, with respect to any information that Recipient may provide in or in connection with its application for entry into the MFi/Works With Apple Licensing Program, including information about unreleased products. Recipient releases Apple from all liability and obligations that may arise from the receipt, review, use, or disclosure of any portion of any Recipient disclosures.

2. **NONDISCLOSURE AND NONUSE OF CONFIDENTIAL INFORMATION.** Recipient agrees to protect Apple's Confidential Information, using at least the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, but no less than a reasonable degree of care. Recipient agrees to use Apple's Confidential Information for the sole purpose of evaluation in connection with Recipient's discussions with Apple related to this Agreement. Recipient will not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees and consultants who have a need to know in order to accomplish such purpose and who are bound by a written agreement that prohibits unauthorized disclosure or use of Confidential Information. Recipient will be responsible for any violation of the terms of this Agreement by its employees and consultants. Recipient agrees not to use Confidential Information for any other purpose or for its own or any third party's benefit without the prior written consent of an authorized representative of Apple in each instance. Recipient may disclose Confidential Information to the extent required by law, provided Recipient makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Confidential Information.

3. **NO LICENSE TO CONFIDENTIAL INFORMATION.** Except as expressly set forth herein, no license or other rights to Confidential Information are granted or implied hereby and Apple retains all of its rights therein.

4. **FEEDBACK.** Notwithstanding any other provision in this Agreement, if Recipient provides any ideas, suggestions or recommendations to Apple regarding Apple's Confidential Information ("Feedback"), Apple is free to use and incorporate such Feedback in Apple's products, without payment of royalties or other consideration to Recipient, so long as Apple does not infringe Recipient's patents, copyrights or trademark rights in the Feedback. Nothing in this Agreement is intended to grant a license or waive any rights in either party's patents, copyrights or trademarks.

5. **NO WARRANTY.** All information is provided "AS IS," and without any warranty, whether express or implied, as to its accuracy or completeness.

6. **RETURN OF DOCUMENTS.** Within ten business days of receipt of Apple's written request, and at Apple's option, Recipient will either return to Apple all tangible Confidential Information, including but not limited to all electronic files, documentation, notes, plans, drawings, and copies thereof, or will provide Apple with written certification that all such tangible Confidential Information has been destroyed.

7. **EQUITABLE RELIEF.** Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to Apple that may be difficult to ascertain. Accordingly, Recipient agrees that Apple will have the right to seek and obtain immediate injunctive

relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

8. NO EXPORT. Recipient agrees that no Confidential Information, or any portion thereof, will be exported to any country in violation of the United States Export Administration Act and regulations thereunder, or any other applicable export control laws or regulations.

9. NO IMPLIED WAIVER. Apple's failure or delay in exercising any of its rights will not constitute a waiver of such rights unless expressly waived in writing.

10. NO ASSIGNMENT. This Agreement may not be assigned by Recipient by any means, including without limitation, by operation of law or merger. Any attempted assignment of this Agreement by Recipient in violation of this section will be void.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed pursuant to this Agreement and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by written agreement signed by authorized representatives of both parties.

12. GOVERNING LAW. This Agreement will be governed by the laws of the State of Delaware, without reference to conflict of laws principles. The confidentiality provisions of the Agreement will be enforceable under the Delaware Uniform Trade Secrets Act, Del. Code Ann. Title 6 Secs. 2001 et seq. All disputes arising under or in connection with this Agreement will be finally settled under the then current Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with such rules. The arbitration will be conducted in English in San Francisco, CA. Judgment upon any award rendered by the arbitrator may be confirmed or enforced in any court having jurisdiction. All materials in the proceedings created for the purpose of the arbitration, all other documents produced by another party in the proceedings not otherwise in the public domain, and all awards in the arbitration will be deemed "Confidential Information", except to the extent disclosure may be required of a party by legal duty to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. Notwithstanding anything to the contrary above and irrespective of the tribunal's powers to order interim or conservatory measures, Apple may bring court proceedings in any court having jurisdiction to seek an injunction, specific performance, or other equitable relief to enforce any right or obligation under this Agreement. The parties agree that no bond need be posted to obtain injunctive or equitable relief, but if required by law or the court, the parties consent to a bond in the lowest amount permitted by law.

Rev. 08/26/15