



CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT CONTINGENT WORKERS

This Confidentiality and Intellectual Property Agreement (this “**Agreement**”) is a binding legal agreement entered into between you (“**You**”) and Apple Inc., a California corporation having its principal place of business at One Apple Park Way, Cupertino, California 95014 USA (“**Apple**”) (You and Apple, collectively, the “**Parties**”). This Agreement is effective as of the first day of Your Work Assignment (as defined below).

You and Apple are entering into this Agreement for one of the following reasons:

- (i) Apple has directly engaged You to perform certain services for one or more of the Apple Entities (as defined below) (such services, Your “**Work Assignment**”); or
- (ii) Apple has entered into an agreement with a third party for which you are an employee or independent contractor (“**Your Employer**”) to provide certain services for one or more of the Apple Entities (as defined below) (the “**Services Agreement**”). Your Employer has temporarily assigned You to provide certain services to one or more of the Apple Entities pursuant to the Services Agreement (such services, Your “**Work Assignment**”).

VOLUNTARY AGREEMENT

THIS IS A BINDING AGREEMENT BETWEEN YOU AND APPLE. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND ALL OF THIS AGREEMENT. BY CLICKING “AGREE AND CONTINUE”, YOU ARE AGREEING TO THIS AGREEMENT IN CONNECTION WITH YOUR WORK ASSIGNMENT, INCLUDING CONFIDENTIALITY, INTELLECTUAL PROPERTY AND INVENTIONS OWNERSHIP, ASSIGNMENT AND LICENSING, NON-SOLICITATION, AND OTHER TERMS AND CONDITIONS, AS FURTHER SET FORTH HEREIN. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN DO NOT CLICK “AGREE AND CONTINUE” AND YOU WILL NOT BE PERMITTED TO ENGAGE IN THE WORK ASSIGNMENT.

You acknowledge that You have read this Agreement carefully, that You understand all of its terms, that all agreements between You and Apple relating to the subjects covered in this Agreement are contained in this Agreement, and that You have entered into this Agreement voluntarily and not in reliance upon any promises or representations other than those contained in this Agreement itself.

This Agreement will be effective as of the date on which You commence Your Work Assignment (the “**Effective Date**”). You agree to and will abide by all of the following terms and conditions for the duration of Your Work Assignment and, as provided in this Agreement, after Your Work Assignment. You may be subject to additional obligations under the policies and procedures of Apple as set forth in the Apple Contingent Worker Policy Acknowledgement. Nothing in this Agreement nullifies or supersedes such additional obligations.

The business of Apple and its affiliates (Apple and its affiliates, collectively, “**Apple Entities**” and each, individually, an “**Apple Entity**”) includes research & development (“**R&D**”), management of healthcare, design, engineering, programming, assembly, manufacture, distribution, retail, and the sale of goods, software, content, and services. Pursuant to Your Work Assignment, You may (i) have access to various types of confidential information that is owned by any Apple Entity or regarding which any Apple Entity is obligated to any third parties to maintain as confidential and (ii) be involved in the making, development, discovery, creation or conception of Inventions (as defined below). Therefore, to provide for the applicable Apple Entity’s ownership of Inventions, to protect the Apple Entities’ respective intellectual property (“**IP**”) rights and confidential information (including business and technical secrets) and to safeguard both Parties’ other respective interests, the Parties hereby agree as follows in consideration of the above premises, the mutual promises contained herein and, as applicable to You, the compensation received by You from Apple



or Your Employer arising from Your Work Assignment for Apple, the receipt and sufficiency of which are hereby acknowledged by the Parties.

I. APPLE CONFIDENTIAL INFORMATION

You understand and agree that Your Work Assignment 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 Work Assignment, 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 lawfully known to You, without any confidentiality obligations, prior to Your Work Assignment 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, or assignment including with a competitor of Apple, where such job begins after Your Work Assignment terminates (or, if agreed in writing by Apple, prior to or during Your Work Assignment), (C) discuss or disclose information about Your or others' wages, hours, or working conditions in connection with Your Work Assignment, or (D) discuss or disclose information about unlawful acts in connection with Your Work Assignment, including harassment, discrimination, or any other conduct You have reason to believe is inappropriate in connection with Your Work Assignment, 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.

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 Work Assignment 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 Work Assignment, from doing any of the following (including for or in connection with any artificial intelligence ("**AI**") related activities): (i) **using** any Apple Confidential Information, except as necessary to



perform Your duties during and in the scope of Your Work Assignment; (ii) **disclosing** any Apple Confidential Information, except during and in the scope of Your Work Assignment 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 respective 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 (including not using or disclosing, or permitting any other person or entity to use or disclose, any Apple Confidential Information for or in connection with any AI-related activities (including inputting or uploading any Apple Confidential Information into any AI model, system, platform or other machine learning tool), except as provided above in this Section I.A) and to use best efforts to safeguard such Apple Confidential Information and protect it against disclosure, misuse, loss, or theft. Upon termination of Your Work Assignment, You will promptly deliver to Apple (or, if applicable to You, to Your Employer) 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 Work Assignment You will not bring, any confidential, proprietary, or secret information, or any inventions or IP, of any of Your current or 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 Work Assignment (except as authorized in a written agreement between Apple and, as applicable, such current or former employer or such other person or entity). You further agree You have not improperly used or disclosed (or induced the same), and during Your Work Assignment 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 current or former employers or any other person or entity.

C. Compelled Disclosures. If You are at any time during or after Your Work Assignment 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.

D. Protected Activity Not Prohibited. You understand that, pursuant to the United States Defend Trade Secrets Act of 2015, 18 U.S.C. Section 1833(b): (i) You will not be held criminally or civilly liable under any U. S. federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a U.S. federal, state, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; (ii) You will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (iii) if You file a lawsuit for retaliation by an employer for reporting a suspected violation of law, You may disclose a trade secret to Your attorney and use the trade secret information in the court proceeding, provided You



file any document containing the trade secret under seal and do not disclose the trade secret other than pursuant to court order.

II. INVENTIONS

A. Definition of Invention. As used in this Agreement, “**Inventions**” means all inventions (whether or not patented or patentable and whether or not reduced to practice), ideas, concepts, discoveries, creations, developments, improvements, works of the performing arts and other works of authorship (including musical works (including any accompanying words), sound recordings, dramatic works (including any accompanying music), choreographic works, pantomimes, audiovisual works, motion pictures, animations, videos and other visual recordings, artwork, photographs, illustrations, pictures, and drawings), marks (including brand names, product names, logos, domain names, and slogans), content (including textual, visual, and aural content), designs, design rules, diagrams, formulas, algorithms, processes, protocols, specifications, configurations, schematics, techniques, instructions, methods, methodologies, technology, interfaces, routines, computer programs or portions thereof, data, data collections, databases, mask works, results, know-how, trade secrets, documentation, and any other work product, information or materials made, created, conceived, or reduced to practice by You, alone or jointly with others, along with all IP rights in or to any of the foregoing, all tangible embodiments of any of the foregoing and any media on which any of the foregoing is recorded or documented.

B. Prior Inventions. For Your reference, **Exhibit A** sets forth the Requirements for Prior Inventions. “**Prior Inventions**” are all Inventions, as of the Effective Date, (i) that You personally own (in full or in part) or in which You have any other legal right or title or (ii) for which You personally have the right to receive royalties or other consideration.

You agree that You will not, without Apple’s prior written consent, incorporate, or permit to be incorporated, in any product, service, process, or method of any Apple Entity (each, an “**Apple Product**”) any Prior Inventions. You hereby grant to each Apple Entity a non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, freely transferable, sublicensable (through multiple tiers), worldwide license, without any additional compensation, to make, have made, use, practice, license, sublicense, import, export, reproduce, modify, create derivative works of, display, perform, transmit, and otherwise distribute and exploit any Prior Invention, in each case, that is incorporated in or used for or in connection with any Apple Product (a) with Your knowledge, involvement, acquiescence, or permission, (b) the relevant part of which You were involved in the development or implementation, or (c) the relevant part of which You did not promptly object to the public use or commercialization of in a written notice.

C. Ownership of Works Made for Hire and Apple Inventions. You understand and agree that all original works of authorship that are made by You (solely or jointly with others) within the scope of Your Work Assignment that are protectable by copyright and constitute works made for hire, as that term is defined in the United States Copyright Act (17 U.S.C. §101), are, unless otherwise agreed in writing by Apple, the sole and exclusive property of Apple (such works of authorship, “**Works Made for Hire**”). You understand and agree that all Inventions (excluding Works Made for Hire) that (i) You make, conceive, create, develop, discover or reduce to practice (a) using any equipment, supplies or facilities of any Apple Entity or (b) that incorporate, practice, are based on, are suggested by or are derived from any inventions or Apple Confidential Information of any Apple Entity, (ii) result from or are suggested by work performed by You for any Apple Entity or (iii) are conceived of or reduced to practice by You during Your Work Assignment and relate to any aspect of any Apple Entity’s current or future business, products or services, or any Apple Entity’s actual or anticipated R&D (collectively, “**Apple Inventions**”) are, unless otherwise agreed in writing by Apple, the sole and exclusive property of Apple.

Apple Inventions Assignment and License. If any applicable laws or regulations provide that certain rights in Apple Inventions vest in You, You hereby irrevocably assign to Apple all right, title and interest in and to all Apple Inventions, including all rights to sue and recover damages for any past, current or future



infringement thereof (except that, if applicable to You, the foregoing assignment does not include any Apple Inventions to the extent You have assigned any right, title or interest in or to such Apple Inventions to Your Employer pursuant to a written agreement entered into prior to the Effective Date of this Agreement by You and Your Employer with respect to any services to be provided under the Services Agreement), and Apple hereby accepts such assignment. In the event that any such rights, title or interest are not effectively assigned to Apple (or, if applicable to You, Your Employer), You hereby grant Apple and each of the other Apple Entities a license to make, have made, use, offer to sell, sell, import, export, reproduce, modify, create derivative works of, display, perform, transmit and otherwise distribute and exploit, in its sole discretion, the Apple Inventions (and modified and derivative works thereof). The license rights under this clause will be free of charge, perpetual, irrevocable, exclusive (even as to You, meaning You cannot and will not use or otherwise exploit any of the Apple Inventions or grant any licenses or other rights to any other person or entity with respect to any of the Apple Inventions), worldwide, freely transferable, and sublicensable (through multiple tiers).

Moral Right Assignment, Waiver and Consent. As used in this Agreement, “**Moral Rights**” means all “moral” rights (however denominated), rights of attribution, integrity, identification of authorship, limitation on subsequent modification, similar rights and other personal rights, in each case, under the copyright laws, other applicable law of the U.S. or any other jurisdiction or applicable treaty. To the fullest extent permitted under applicable law, You hereby irrevocably assign to Apple (i) all Moral Rights that You have with respect to any Works Made for Hire and (ii) all Moral Rights that You have with respect to any works of authorship included in the Apple Inventions. To the extent any such Moral Rights cannot be assigned under applicable law or are not effectively assigned pursuant to the preceding sentence, then, to the fullest extent permitted under applicable law, You hereby irrevocably waive and agree not to exercise or assert, whether during or after Your Work Assignment, such Moral Rights. To the extent, under applicable law, any such Moral Rights cannot be waived or are not effectively waived pursuant to the preceding sentence, then, to the fullest extent permitted under applicable law, You hereby irrevocably consent to any action of any Apple Entity or any of its successors, assigns, licensees or sublicensees that would violate, whether during or after Your Work Assignment, such Moral Rights in the absence of such consent.

Disclosures; No Additional Remuneration; Acknowledgments. You agree to make a full written disclosure promptly to Apple of all Apple Inventions. You agree that no additional compensation or remuneration is or will become due to You in consideration for the applicable Apple Entity’s ownership of Apple Inventions. You understand and agree that You have no right to, and will not directly or indirectly, use any Apple Inventions or Works Made for Hire (except for during and within the scope of Your Work Assignment). Without limiting the foregoing, You agree not to: (i) reproduce, manufacture, market, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, broadcast, display, create derivative works of, use or otherwise exploit any Apple Inventions or Works Made for Hire, or any portion or copy thereof, in any form or medium; (ii) apply for, or apply to register, any patent, copyright, trademark, mask work, or other industrial property right or IP right in or related to any Apple Inventions or Works Made for Hire, anywhere in the world; or (iii) cause or permit any other persons or entities to do any of the above. You agree that none of the Apple Entities or any of their respective licensees are required to designate You as the author of any Apple Inventions or Works Made for Hire.

Further Actions. You agree, during and after termination of Your Work Assignment, to promptly take all actions requested by any Apple or any designee of Apple (each, a “**Requesting Entity**”), at such Requesting Entity’s expense to: (i) evidence, obtain, perfect, confirm, maintain, realize rights in, defend or enforce (a) all of Apple’s ownership of and other rights in and to Apple Inventions and Works Made for Hire in all countries and (b) the assignments, waivers and consents to action, as the case may be, with respect to Moral Rights as described above; or (ii) otherwise carry out the purposes of this Agreement. This includes promptly executing any documents that such Requesting Entity may reasonably request (1) for use in obtaining, maintaining, defending or enforcing any patents, copyrights, and other legal protections or (2) to give full force and effect to any waiver or consent to action with respect to any Moral Rights as described above. If any Requesting Entity is unable for any reason to secure Your cooperation with respect to any of the foregoing, You hereby irrevocably designate and appoint Apple and its duly authorized officers as Your



agent and attorney in fact (coupled with an interest), to act for and on Your behalf and stead to execute any documents and to do all other lawfully permitted acts to take any of the actions described above requested by such Requesting Entity, with the same legal force and effect as if originally executed by You.

III. APPLE TRADEMARKS

The trademark team within Apple's legal department ("**Apple Trademark Team**") has the sole responsibility for investigating the availability of trademarks and service marks ("**Trademarks**"), the registration of any Trademarks, and the management of all Trademarks (both unregistered and registered) for any Apple Entity ("**Apple Trademarks**"). You understand and agree that all investigations regarding the availability of any Trademarks, and all requests for the use of any new Trademarks or the registration of any Trademarks, must be directed to the Apple Trademark Team at appletm@apple.com. If, for any reason, You obtain any rights in or to any Apple Trademark (including any registration for, or application to register, any Apple Trademark), You agree to promptly notify the Apple Trademark Team in writing to coordinate having such Apple Trademark transferred to the applicable Apple Entity as soon as reasonably possible prior to the end of Your Work Assignment. You also agree that You will not (and will not cause, assist or grant any right to any other person or entity to), at any time during or after Your Work Assignment, adopt, use, apply for registration of, register, obtain or otherwise acquire any rights in or to any Trademark, anywhere in the world, that may be confusingly similar to (i) any Apple Trademark or (ii) any other Trademark owned by any Apple Entity (whether or not then being used by any Apple Entity), including Trademarks obtained by any Apple Entity as a result of any asset or equity acquisition or other corporate transaction.

IV. STANDARDS AND OPEN SOURCE PARTICIPATION

You may not, without express written approval from Your Apple Work Assignment manager and Apple's Standards Legal Team, (a) participate in (active or passive participation, including being registered with working groups, mailing lists, and other types of participation activities) or make contributions to any standards setting organization, consortium, working group or any other individual or collaborative effort to develop any technical standards on behalf of Apple or (b) participate in (including code contributions, submitting comments, and other types of participatory activities) any open source related activity (including making source code or compiled code publicly available under license or otherwise) on behalf of Apple.

In the event that You, outside of the scope of Your Work Assignment, engage with any other persons or entities outside of Apple, You must expressly indicate to such third parties that such engagement is not being performed on behalf of Apple.

V. NO CONFLICTING OBLIGATIONS

A. No Conflicting Outside Interests. You agree that during Your Work Assignment, You will not coordinate, contribute to or participate in any assignment, employment, occupations, consulting, or other business activities or commitments competitive with, or directly related to, any business of any Apple Entity or any Apple Products, or any Apple Entity's actual or demonstrably anticipated research or development, nor will You engage in any other activities that conflict with any of Your Work Assignment obligations, except, in each case, as may be approved by Apple in advance in writing. Activities and commitments as used herein do not include passive investments in stocks or other financial instruments.

B. No Conflicting Agreements. You represent to Apple that You have no commitments (whether contractual or otherwise) that would hinder or prevent the full performance of Your Work Assignment duties or Your obligations under this Agreement, and You agree not to enter into any such conflicting commitment or agreement during the tenure of Your Work Assignment.

C. Disclosure of Agreement. You hereby authorize Apple and any other Apple Entity to notify others, including customers of any Apple Entity, any future or potential employers You may have, and any third



parties contracting for Your services, of the terms of this Agreement and Your responsibilities and obligations under this Agreement.

D. No Solicitation. To the fullest extent permitted by applicable law, during Your Work Assignment and for a period of one (1) year following Your termination (whether voluntary or involuntary), You will not, directly or indirectly, on Your own behalf or on behalf of any person or entity, solicit, recruit, or take any action intended to induce any employees, contractors or other personnel of any Apple Entity to terminate their relationship with the applicable Apple Entity.

VI. NON-COMPLIANCE

A. Remedies for Your Breach. You understand and agree that the limitations set forth in this Agreement are reasonable with respect to scope and duration and are properly required for the protection of the legitimate interest of Apple and the other Apple Entities. If You breach any part of this Agreement, Apple is entitled to take any action to the extent permissible under applicable laws, including terminating Your Work Assignment, initiating a legal proceeding, filing a complaint to relevant administrative departments, and assisting the relevant judicial authorities to pursue Your liabilities in the case that Your breach of this Agreement has violated any criminal laws.

You understand and agree that any breach of this Agreement could give rise to irreparable harm to Apple and/or any of the other Apple Entities for which money damages may not be an adequate remedy. Because such harm and injury may not be compensable by damages, You agree that Apple will have the right to enforce this Agreement by injunction, specific performance, or other equitable relief without posting of a bond or security and without prejudice to any other rights and remedies available. Accordingly, Apple may apply to any court of competent jurisdiction for any interim or conservatory measures, including temporary or permanent injunctive relief or to compel arbitration.

VII. NO IMPLIED RIGHTS

You understand and agree that no term or provision of this Agreement (i) confers upon You any rights to the continuation of Your Work Assignment, (ii) obligates Apple to continue Your Work Assignment for any specific period of time or (iii) interferes with or restricts Your right or, to the fullest extent permitted by applicable law, Apple's right to terminate Your Work Assignment, at any time for any reason, with or without cause or prior notice.

VIII. GENERAL PROVISIONS

A. Severability. If one or more of the provisions of this Agreement are deemed void or unenforceable by law, then the remaining provisions will continue in full force and effect, and the Parties or a tribunal of competent jurisdiction will substitute suitable provisions having like effect.

B. Governing Law. This Agreement will be governed in accordance with the laws of the State of California, except if (i) the location of Your Work Assignment is in a state other than California and (ii) the applicable laws of that state prohibit the application of another state's law to any provision of, or claim arising from, this Agreement, then such provision or claim will be governed, solely to the extent of such prohibition, in accordance with the laws of that state. Any judicial action between the Parties relating to this Agreement will take place in Santa Clara County, California, and You consent to the personal jurisdiction of and venue in the state and federal courts within Santa Clara County, California.

C. Relationship with Apple. You acknowledge and agree that: (i) nothing in this Agreement will be deemed to create or contribute to the existence of an employment relationship between You and any Apple Entity; and (ii) if applicable to You, (a) You will at all times be an employee of Your Employer during Your Work



Assignment and (b) nothing in this Agreement will be deemed to make any Apple Entity a joint employer or co-employer of You with Your Employer.

D. Successors and Assigns. This Agreement will be binding upon Your heirs, executors, administrators, and other legal representatives, and will be for the benefit of each of the Apple Entities and its successors and assigns. Apple may freely assign this Agreement or any of its licenses or rights under this Agreement (including to any other Apple Entity) without Your consent. You may not assign or transfer this Agreement, in whole or in part, to any other person or entity.

E. Entire Agreement. This Agreement, and any additional obligations to which You may be subject under the policies and procedures of Apple, sets forth the entire agreement between You and Apple relating to the subject matter of this Agreement. No modification to or amendment of this Agreement, nor any waiver of any rights under or provision of this Agreement, will be effective unless in writing signed by both You and an Apple Vice President. Any subsequent changes in Your Work Assignment, duties, salary, or compensation will not affect the validity or scope of this Agreement.

F. Compliance with Laws. You agree that You will comply and do all things necessary for each Apple Entity to comply with the laws and regulations of all governments where any Apple Entity does business and with the provisions of contracts between any such government or its contractors and any Apple Entity.

G. Interpretation. The words “include,” “including” and variations thereof will be deemed to be followed by the words “without limitation”. The use of “or” will not be deemed to be exclusive. Headings are for convenience only and are not to be used in the interpretation of this Agreement.

Please retain a copy of this Agreement for Your records.

Questions Regarding This Agreement?

Apple cannot provide You legal advice. However, for any non-legal inquiries regarding this Agreement, please contact ContingentWorkforceTeam@apple.com



EXHIBIT A

Requirements for Prior Inventions

As a reminder the term “**Inventions**” is defined in Section II.A of this Agreement as:

Definition of Invention. As used in this Agreement, “**Inventions**” means all inventions (whether or not patented or patentable and whether or not reduced to practice), ideas, concepts, discoveries, creations, developments, improvements, works of the performing arts and other works of authorship (including musical works (including any accompanying words), sound recordings, dramatic works (including any accompanying music), choreographic works, pantomimes, audiovisual works, motion pictures, animations, videos and other visual recordings, artwork, photographs, illustrations, pictures, and drawings), marks (including brand names, product names, logos, domain names, and slogans), content (including textual, visual, and aural content), designs, design rules, diagrams, formulas, algorithms, processes, protocols, specifications, configurations, schematics, techniques, instructions, methods, methodologies, technology, interfaces, routines, computer programs or portions thereof, data, data collections, databases, mask works, results, know-how, trade secrets, documentation, and any other work product, information or materials made, created, conceived, or reduced to practice by You, alone or jointly with others, along with all IP rights in or to any of the foregoing, all tangible embodiments of any of the foregoing and any media on which any of the foregoing is recorded or documented.

The term “**Prior Inventions**” is defined in Section II.B of this Agreement.

To be a Prior Invention, the Invention must be one that You made prior to Your Work Assignment and be in at least one of the following categories.

1. Any Invention that You personally own (in full or in part) or in which You have any other legal right or title, or
2. Any Invention that You personally have the right to receive royalties or other consideration

Examples of Inventions that are not Prior Inventions

In typical corporate situations regarding employees and contractors, employees assign ownership of their Inventions to their employer, and contractors assign ownership of their Inventions to the entity for which such contractors perform work. Such assigned Inventions do **not** satisfy the requirement of category 1. If employees or contractors do not have the right to receive royalties or other consideration for the use of an Invention (or associated patents), such Invention does **not** satisfy the requirement of category 2. Under these circumstances, where an Invention does not satisfy the requirements of both category 1 and category 2, it is **not** a Prior Invention.

In typical academic situations, inventors assign ownership of their Inventions to their academic institution. Such assigned Inventions do **not** satisfy the requirement of category 1. If the academic institution is able to generate license revenue for the Invention (or associated patents), but the inventors are not entitled to share in the revenue for the use of the Invention, their Inventions do **not** satisfy the requirement of category 2. Under these circumstances, where an Invention does not satisfy the requirements of both category 1 and 2, it is **not** a Prior Invention.

Examples of Inventions that are Prior Inventions

In an academic situation where the inventors assign ownership of their Inventions to the academic institution, the institution is able to generate license revenue for the Inventions (or associated patents), and the inventors are entitled to a share of that revenue, their Inventions **do** satisfy the requirement of



category 2. Under these circumstances, where an Invention does not satisfy the requirements of category 1, but does satisfy the requirements of category 2, it is a Prior Invention.

If You developed an Invention in Your free time (by Yourself or with others) and You were not obligated to assign the Invention to someone else (like an employer or academic institution), then You may personally own the Invention (in full or in part). Under these circumstances, where an Invention does satisfy the requirements of category 1 but may not satisfy the requirements of category 2, it is a Prior Invention.

If You have an ownership stake in a business and that business either owns the invention and/or receives royalties for its use, the invention does satisfy the requirements of either category 1 or category 2 (or potentially both). Under these circumstances, the invention is a Prior Invention.

Example of an Invention that contains elements that are classified differently

As part of Your job with an employer, You wrote a musical composition that was recorded. Under the law in the jurisdiction of Your employment with that employer, the ownership of musical compositions (music and lyrics) vested in that employer, but the ownership of the sound recording remained with You. The musical composition does not satisfy requirements of either category 1 or category 2, but the sound recording does satisfy the requirements of both categories. Therefore, the musical composition is a Prior Invention, but the related sound recording is **not** a Prior Invention.