

APPLE DISTRIBUTION INTERNATIONAL
PURCHASE AGREEMENT
PURCHASE ORDER TERMS AND CONDITIONS

THIS PURCHASE AGREEMENT ("**Agreement**") contains Apple's standard Purchase Order Terms and Conditions and shall apply to any Purchase Order (a "**PO**") issued by Apple to Seller. As used in this Agreement, "**Seller**" means seller and its subsidiaries and affiliates and "**Apple**" means Apple Distribution International. Seller shall procure the agreement of its subsidiaries and affiliates to the provisions of this Agreement and shall be responsible for the compliance by its subsidiaries and affiliates with the provisions of this Agreement. Seller and Apple hereby agree as follows:

1. **SERVICES & DELIVERABLES.** Seller agrees to perform the services ("**Services**") and/or provide the goods ("**Goods**", which term shall include goods provided as part of any Services), described in any PO, in accordance with the applicable PO and with this Agreement. Acceptance of a PO and this Agreement shall occur (i) within five (5) days of receipt by the Seller; or, (ii) upon shipment of Goods; or, (iii) upon commencement of a Service, (whichever is the earlier). Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable PO, whether Seller acknowledges or otherwise signs this Agreement or the PO, unless Seller objects to such terms in writing within five (5) days of receiving the Agreement and/or the PO, prior to shipping Goods or prior to commencing Services. This writing does not constitute a firm offer and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded, or otherwise altered, except by a writing signed by an authorized Apple representative and specifically stated to be an amendment of this Agreement. Any terms or conditions contained in any acknowledgment, invoice, or other communication of Seller which are inconsistent with the terms and conditions of this Agreement, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods or beginning performance of any Services by Seller shall constitute such acceptance. Apple hereby reserves the right to reschedule any delivery or cancel any PO issued at any time prior to shipment of the Goods or prior to commencement of any Services. Apple shall not be subject to any charges or other fees as a result of such cancellation.

2. **DELIVERY.** Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier, and to the place specified on the face of the applicable PO. Apple reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of transportation by land or sea. If no method of shipment is specified in the PO, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods within the time specified, Apple may, at its option, decline to accept the Goods and terminate this Agreement or may, without prejudice to any other rights or remedies Apple may have under this Agreement, decide to accept such of Seller's Goods as are available to be delivered and terminate the balance of the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labelled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. Where applicable, Apple part numbers shall appear on Seller's packing sheets. Apple's PO number must appear on all shipping containers, packing sheets, delivery tickets, and bills of lading. Seller will clearly identify the country of origin of all Goods delivered and will indemnify Apple with respect to any expenses, duties, penalties, damages, settlements, or legal costs incurred by Apple in connection with Seller's failure to identify or misidentification of the country of origin.

3. **SALE BY DESCRIPTION, RISK OF LOSS, & DESTRUCTION OF GOODS.** Where the sale of Goods is by description it is a condition of this Agreement that the Goods will exactly correspond with the description. Seller assumes all risk of loss until title transfers to Apple. Title to the Goods shall pass to Apple upon receipt by it of the Goods at the designated destination; provided, however, that if the designated destination is a warehouse operated by Seller or a third- party on Seller's behalf (a "**Hub**"), even if located on Apple's premises, receipt by Apple shall occur, and risk of loss and title shall transfer to Apple, when they are physically delivered to Apple and withdrawn from the Hub. If the Goods ordered are destroyed prior to title passing to Apple, Apple may at its option cancel this Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable and without prejudice to any other rights or remedies Apple may have under this Agreement. If loss of Goods is partial, Apple shall have the right to require delivery of the Goods not destroyed.

4. PAYMENT AND INVOICING. As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to Apple as provided in this Agreement, Apple shall pay Seller (i) the amount agreed upon and specified in the applicable PO, or (ii) Seller's quoted price on date of shipment (for Goods), or the date Services were started (for Services), whichever is lower; provided that if the designated destination for Goods is a Hub (as defined above) Apple shall pay Seller (a) the amount agreed upon and specified in the applicable PO, or (b) Seller's quoted price on the date such goods are physically delivered to Apple and withdrawn from the Hub, whichever is lower. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts, and government imposed surcharges shall be stated separately on Seller's invoice. Payment by cheque is made when Apple's payment is mailed and payment by bank transfer is made when the funds leave Apple's bank account. Payment shall not constitute acceptance of the Goods or Services. All duties, taxes, copyright levies, environmental levies, or any other levies assessable upon the Goods prior to receipt by Apple of Goods conforming to the PO shall be borne by Seller. Seller shall invoice Apple for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to Apple within ninety (90) days of completion of the Services or delivery of Goods or as otherwise agreed or specified in the PO and must reference the applicable PO, and Apple reserves the right to return all incorrect invoices. Apple will receive a 2% discount of the invoiced amount for all invoices that are submitted more than ninety (90) days after completion of the Services or delivery of the Goods. Unless otherwise specified on the face of a PO, Apple shall pay the invoiced amount within forty-five (45) days after receipt of an undisputed invoice. Seller shall send only one original invoice to Apple Accounts Payable Department. Seller will receive no royalty or other remuneration on the production or distribution of any products developed by Apple or Seller in connection with or based on the Goods or Services provided. To the extent that any intellectual property subsists in the Goods or Services that does not constitute Work Product as defined below, Seller hereby grants to Apple and warrants that it is entitled to grant to Apple a royalty free, perpetual, irrevocable licence (with the right to sub-licence) any such intellectual property.

5. WARRANTIES.

5.1 Services. Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good, and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and statements of work and shall be correct and appropriate for the purposes stated therein. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

5.2 Goods. Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of fifteen (15) months from the date of delivery to Apple or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to Apple for a period of five (5) years from the date of shipment at Seller's then current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller Parties, and to all warranties and conditions implied by law. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to Apple Seller's standard warranty and service guarantee applicable to the Goods. All warranties shall run both to Apple and to its customers. If Apple identifies a warranty problem with the Goods during the warranty period, Apple will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at Apple's option, either repair or replace such Goods, or credit Apple's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

6. INSPECTION. Apple shall have a reasonable time after receipt of Goods and before payment to inspect them for conformity to the PO and applicable specifications, and Goods received prior to inspection shall not be deemed accepted until Apple has run adequate tests to determine whether the Goods conform thereto. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform with the provisions hereof, Apple shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect and risk of loss will pass to Seller upon Apple's delivery to the common carrier.

7. INDEPENDENT CONTRACTOR. Apple is interested only in the results obtained under this Agreement; the

manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind Apple by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("**Seller Parties**") are agents or employees of Apple, and therefore are not entitled to any employee benefits of Apple, including but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment.

8. **SELLER RESPONSIBLE FOR TAXES AND RECORDS.** Seller shall be solely responsible for filing the appropriate tax forms and paying all taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. Seller further agrees to provide Apple with reasonable assistance in the event of a revenue audit. Apple shall have no responsibility to pay or withhold from any payment to Seller under this Agreement, any taxes or fees.

9. **INSURANCE.** Seller shall be solely responsible for maintaining and requiring Seller Parties to maintain such adequate health, auto, employer's liability, public liability, product liability and all risks and other insurance, as is required by law or as is the common practice in Seller's and Seller Parties' trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide Apple with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any Apple property under the care, custody or control of Seller or Seller Parties.

10. **INDEMNITY.** Seller shall indemnify, hold harmless, and at Apple's request, defend Apple, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses, and expenses, including legal costs arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean up costs including any claims arising under Directive 2002/96 EC on Waste Electrical and Electronic Equipment or any local legislation implementing that Directive, (ii) Seller failing to satisfy any tax authority guidelines for an independent contractor, (iii) any claim based on the negligence, omissions, or wilful misconduct of Seller or any of Seller Parties, and (iv) any claim by a third party against Apple alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other products, software, or processes. Seller shall not settle any such claim without Apple's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by Apple in enforcing this indemnity, including legal costs. Should the use of any Goods or Services by Apple, its distributors, subcontractors, or customers be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for Apple, its distributors, subcontractors, or customers the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

11. CONFIDENTIALITY; PERSONAL DATA; DATA SECURITY.

11. 1 **CONFIDENTIALITY.** Seller may acquire knowledge of Apple Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Apple Confidential Information in confidence during and following termination or expiration of this Agreement. "**Apple Confidential Information**" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined in provision 12, below), and other material or information considered confidential or proprietary by Apple relating to the current or anticipated business or affairs of Apple which is disclosed directly or indirectly to Seller. In addition, Apple Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to Apple. Apple Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before Apple disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, (iii) which Seller developed independently without use of the Apple Confidential

Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a regulatory authority or law so long as Seller provides prompt notice to Apple of such requirement prior to disclosure. Seller agrees not to copy, alter, or directly or indirectly disclose any Apple Confidential Information. Additionally, Seller agrees to limit its internal distribution of Apple Confidential Information to Seller Parties who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller Parties of nondisclosure agreements with provisions substantially similar to those set forth in this Agreement. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Apple Confidential Information. Seller further agrees not to use the Apple Confidential Information except in the course of performing hereunder and will not use such Apple Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Apple Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products incorporating Apple Confidential Information without Apple's express written consent in each instance. All Apple Confidential Information is and shall remain Apple property and/or confidential to Apple. Upon Apple's written request or the termination of this Agreement, Seller shall return, transfer, or assign to Apple (at Apple's option) and keep confidential all Apple Confidential Information, including all Work Product (defined below).

11.2 Protection of Personal Data. As a result of this Agreement, Seller and Seller Parties may obtain certain information relating to identified or identifiable individuals ("**Personal Data**"), including but not limited to, from Apple on Apple's or its affiliate(s)' behalf and/or from Apple affiliates located in any jurisdiction. Seller shall have no right, title or interest in Personal Data obtained by it as a result of this Agreement. The details of the type of Personal Data and categories of data subjects shall be determined in a PO, statements of work or other contractual instruments executed in connection with this Agreement.

Seller may only disclose Personal Data to third parties (including Seller Parties), who have a need to know and have signed agreements that require them to protect Personal Data in the same manner as detailed in this Agreement. Seller shall not engage any third party to perform any portion of the Services if such party may obtain or otherwise process Personal Data, without Apple's prior written consent. Notwithstanding such consent, Seller shall not be relieved of any obligations under this Section and shall remain solely liable to Apple if the third party fails to fulfil its obligations with respect to Personal Data.

Seller and Seller Parties shall: (i) comply with Apple's or its affiliate's reasonable instructions regarding Personal Data, unless otherwise required by applicable law, in which case, Seller shall promptly notify Apple of the applicable legal requirement before processing Personal Data, unless such applicable legal requirement prohibits such notification for public interest reasons; (ii) immediately inform Apple if, in its opinion, an instruction from Apple infringes Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 or other applicable data protection laws; (iii) collect, access, maintain, use, process and transfer Personal Data solely for the purpose of performing Seller's obligations under this Agreement; (iv) comply with all applicable laws, regulations and international accords or treaties pertaining to Personal Data; (v) take all appropriate legal, organizational and technical measures to protect against unlawful and unauthorized processing of Personal Data; and (vi) promptly notify Apple's Privacy Counsel at privacy_notifications@apple.com if it receives any requests from an individual with respect to Personal Data, including but not limited to, "opt-out" specifications, information access requests, information rectification requests and all like requests. Seller shall work with Apple to promptly and effectively handle such requests with respect to Personal Data, and only respond to any such requests if expressly authorized to do so by Apple.

If Personal Data is transferred from the European Economic Area or Switzerland to or by Seller and/or Seller Parties, as processor and/or sub-processor, to a jurisdiction which the European Commission or, where relevant, the Swiss Federal Data Protection and Information Commissioner, have not determined as ensuring an adequate level of protection of personal data, then Seller shall either: (a) subscribe to the appropriate legal instruments for the international transfer of data (such as the EU-U.S. Privacy Shield Framework); or (b) execute: (1) the Standard Contractual Clauses as approved by the European Commission; and (2) where relevant, the Swiss Transborder Data Flow Agreement; or (c) execute mutually agreeable contractual instruments or Binding Corporate Rules (BCR) as such BCR are approved by the relevant supervisory authority.

Seller shall be liable for the damage caused to any individual as a result of Seller's processing of Personal Data, where Seller has not complied with its obligations under this Section or any applicable laws, regulations and international accords or treaties pertaining to Personal Data, or where it has acted outside or contrary to lawful instructions from Apple.

11.3 Data Security. Seller shall take all appropriate legal, organizational and technical measures to protect against unlawful and unauthorized processing of Personal Data or Apple Confidential Information ("**Confidential Data**"). Seller shall maintain reasonable operating standards and security procedures, and shall use its best efforts to secure Confidential Data through the use of appropriate physical and logical security measures including, but not limited to, appropriate network security and encryption technologies, and the use of reasonable user identification or password control requirements, including multiple-factor authentication, strong passwords, session time-outs, and other security procedures as may be issued from time to time by Apple. If requested by Apple at any time during the term of this Agreement, Seller shall provide Apple with a copy of Seller's then current security policy. Seller shall promptly notify Apple if Seller knows or has reason to believe there has been any misuse, compromise, loss, or unauthorized disclosure or acquisition of, or access to, Confidential Data ("**Information Security Breach**"). Upon any discovery of an Information Security Breach, Seller will investigate, remediate, and mitigate the effects of the Information Security Breach, and provide Apple with assurances reasonably satisfactory to Apple that such Information Security Breach will not recur. Seller shall provide at Apple's request information related to any such Information Security Breach, including but not limited to, vulnerabilities or flaws, start or end date, date of discovery, and specific actions taken to contain and/or mitigate. If any Information Security Breach occurs as a result of an act or omission of Seller or Seller Parties, Seller will, at Seller's sole expense, undertake remedial measures (including notice, credit monitoring services, fraud insurance and the establishment of a call center to respond to customer inquiries) in accordance with Apple's instructions.

11.4 Assistance. Seller shall provide Apple with reasonable assistance and support and shall act solely at Apple's direction in (i) responding to an investigation or cooperation request by a data protection regulator or similar authority; (ii) providing notice of an Information Security Breach to any third party where required or requested by Apple; (iii) conducting legally required privacy, security, or data protection impact assessments; and (iv) consulting with the relevant authorities when required in relation to such impact assessments.

11.5 Return or Destruction of Confidential Data. Upon termination of this Agreement for any reason, Seller shall promptly contact Apple for instructions regarding the return, destruction or other appropriate action with regard to Confidential Data. Upon termination of this Agreement for any reason, or at any time at the request of Apple, Seller shall: (i) return all Confidential Data to Apple, including but not limited to all paper and electronic files, materials, documentation, notes, plans, drawings, and all copies thereof, and ensure that all electronic copies of such Confidential Data are deleted from Seller's (and where applicable, its Subcontractors') systems; or (ii) if requested by Apple in writing, promptly destroy, delete and render unrecoverable all tangible and electronic instances of Confidential Data from Seller's (and where applicable, its Subcontractors') systems, all in accordance with the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitization. If requested by Apple, Seller shall provide Apple with written confirmation of its compliance with the requirements of this Section.

11.6 Notification of Non-Compliance. If Seller is unable to comply with the obligations stated in this Section, Seller shall promptly notify Apple, and Apple may take any one or more of the following actions: (i) suspend the transfer of Confidential Data to Seller; (ii) require Seller to cease processing Confidential Data; (iii) demand the secure return or destruction of Confidential Data; and/or (iv) immediately terminate this Agreement.

11.7 Seller shall make available to Apple all information necessary to demonstrate compliance with the obligations of this Section and all applicable laws, regulations and international accords or treaties pertaining to Personal Data; and acknowledges and agrees that Apple or an Apple-appointed third-party (collectively, "**Monitor**") has the right, for the purpose of verifying compliance with the requirements of this Section, to review the systems, records and/or facilities of Seller and Seller's subcontractors and affiliates that provide goods and/or services related to or involving the processing, transport or storage of Confidential Data. Apple will announce its intent to review Seller in accordance with this Section by providing at least five (5) business days' notice to Seller. Seller will provide Monitor with access to its site, systems and records as reasonably necessary to assess compliance with the requirements of this Section. At Apple's reasonable request, Seller will provide Monitor with a personal site guide while on-site. Seller will make

available to Monitor, for in-person or phone interviews, any Seller employees and/or contractors for the provision of information and cooperation related to the verification hereunder. Such verification will be at Apple's expense, unless it reveals material non-compliance with the requirements of this Section, in which case the cost will be borne by Seller.

12. **OWNERSHIP OF WORK PRODUCT.** For purposes of this Agreement, "**Work Product**" includes, without limitation, all designs, design rights, discoveries, creations, works, devices, masks, models, work in progress, Service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, information and materials made, conceived, or developed by Seller, alone or with others, which result from or relate to the Services performed hereunder, and all copies thereof. Standard Goods manufactured by Seller and sold to Apple without having been designed, customized, or modified for Apple do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of Apple and Seller shall not be entitled to use or reverse engineer any Work Product without the prior written consent of Apple. Seller hereby agrees to irrevocably assign and transfer to Apple and does hereby assign and transfer to Apple all of its worldwide right, title, and interest in and to the Work Product including all associated intellectual property rights. Apple will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name, or to follow any other procedure that Apple deems appropriate. Seller agrees: (a) to disclose promptly in writing to Apple all Work Product in its possession; (b) to assist Apple in every reasonable way, at Apple's expense, to secure, perfect, register, apply for, maintain, and defend for Apple's benefit all copyrights, patent rights, mask work rights, trade secret rights, trade marks and all other proprietary rights or statutory protections in and to the Work Product in Apple's name as it deems appropriate; and (c) to otherwise treat all Work Product as Apple Confidential Information as described above. These obligations to disclose, assist, execute, and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by Apple to Seller shall remain the sole property of Apple. Seller hereby waives and will ensure that Seller Parties appropriately waive any and all rights (including where waiver is permissible by law moral rights, and rights in any country that are equivalent or similar to moral rights) and any and all claims and assign to Apple any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller agrees not to assert against Apple or its direct or indirect customers, assignees, or licensees any claim of any intellectual property rights of Seller affecting the Work Product, and in the event that it does assert such rights, or challenges the ownership or validity of the intellectual property, Apple shall be entitled to terminate this Agreement forthwith. Apple will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities, or trade secret or Apple Confidential Information, unless (i) such works relate to Apple's business, or Apple's actual or demonstrably anticipated research or development, or (ii) such works result from any Services performed by Seller for Apple.

13. ANTI-CORRUPTION.

13.1 Seller shall comply with, and shall ensure that all Seller Parties comply with Apple's Anti-Corruption Policy as posted on Apple's public website, and with all applicable laws and regulations enacted to combat bribery and corruption, including the United States Foreign Corrupt Practices Act, the UK Bribery Act, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws of all countries where business or services will be conducted or performed pursuant to this Agreement. Seller shall not, and shall ensure that Seller Parties do not, either directly or indirectly, pay, offer, promise to pay, or give anything of value (including any amounts paid or credited by Apple to Seller) to any person, including an employee or official of a government, government controlled enterprise or company, or political party, with the reasonable knowledge that it will be used for the purpose of obtaining any improper benefit or to improperly influence any act or decision by such person or party for the purpose of obtaining, retaining, or directing business. Any amounts paid by Apple to Seller or Seller Parties pursuant to the terms of this Agreement will be for services actually rendered, or products sold, in accordance with the terms of this Agreement. Seller shall not, and shall ensure that Seller Parties do not, offer or accept bribes or kickbacks in any form.

13.2. **Disclosure of Government Related Parties.** Seller and Seller Parties represent and warrant that they have, to the best of the Seller's and Seller Parties' knowledge and to the extent permitted by law, provided Apple with complete and accurate information regarding any majority owner, partner, officer, director, manager of Seller or Seller Parties,

or any other party who is authorized to conduct business on behalf of Seller or Seller Parties (collectively, "**Seller Authorized Parties**") that is, has been or will become, an official or employee of a governmental entity or political party or a candidate for political office (each, a "**Government Related Party**"). If at any time during the term of this Agreement, Seller or Seller Parties becomes aware, or otherwise has reason to believe, that any Seller Authorized Party is, has been or will become, a Government Related Party, then, to the extent permissible by law, Seller shall promptly notify Apple.

14. NO GRATUITIES. Seller agrees not to offer or give any employee or independent contractor any gratuity, payment or other inducement with a view toward securing business from Apple or influencing the terms, conditions or performance of this Agreement or any PO.

15. TERMINATION. Apple may terminate this Agreement forthwith upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, commences administration or receivership procedures becomes insolvent, or dissolves or any similar events occur under any equivalent or similar legislation. In the event of such termination, Apple shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to Apple through the date of termination, less appropriate offsets, including any additional costs to be incurred by Apple in completing the Services. Apple may terminate this Agreement for any other reason upon thirty (30) days' written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, Apple shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to Apple through the date of termination, less appropriate offsets. Seller may terminate this Agreement upon written notice to Apple if Apple fails to pay Seller within sixty (60) days after Seller notifies Apple in writing that payment in relation to an undisputed invoice is past due. Upon the expiration or termination of this Agreement for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) Seller will promptly notify Apple of all Apple Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with Apple's instructions, will promptly return, transfer, or assign to Apple (at Apple's option) and keep confidential all such Apple Confidential Information and/or Work Product.

16. SURVIVAL OF OBLIGATIONS. Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

17. FORCE MAJEURE. Neither party will be liable for any failure to perform, including failure to accept performance of Services or take delivery of the Goods as provided, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of war, government action or accident, provided it promptly notifies the other party and uses reasonable efforts to correct its failure to perform. If an event contemplated in this provision persists for a period of 30 days either party shall have the right to terminate this Agreement, and in the event such right is exercised by Apple it shall include the right to terminate any unfulfilled PO's.

18. GOVERNING LAW. This Agreement shall be construed in accordance with, and disputes shall be governed by Irish law and the parties hereby submit to the exclusive jurisdiction of the Irish courts. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties and it shall not apply to the terms and conditions of this Agreement.

19. SEVERABILITY. If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Apple and Seller will use all reasonable endeavours to agree a provision to replace the invalid, illegal or unenforceable provision with a valid, legal and enforceable one that has an effect that is as near as possible to the intended effect of the term or provision to be replaced.

20. REMEDIES. If Seller breaches this Agreement, Apple shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by Apple shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for Apple's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by Apple and any resale so made shall be for the account of Seller. Seller

acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to Apple for which there will be no adequate remedy in damages and, in the event of such breach, Apple will be entitled to seek injunctive relief, or a decree of specific performance.

21. **LEGAL COSTS.** In any action to enforce this Agreement, the prevailing party shall be entitled to recover all court costs and expenses and reasonable legal fees and outlay, in addition to any other relief to which it may be entitled.

22. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL APPLE BE LIABLE TO SELLER OR SELLER PARTIES, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT APPLE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS PROVISION IN NO WAY EXCLUDES OR LIMITS APPLE'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY APPLE'S NEGLIGENCE OR FRAUD.

23. **ASSIGNMENT/WAIVER.** Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of Apple. Any assignment or transfer without such written consent shall be null and void. A waiver of any default or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

24. **NONEXCLUSIVE AGREEMENT.** This is not an exclusive agreement. Apple is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer, and provide Seller's Services and/or Goods to others; provided however, that Seller does not breach this Agreement.

25. **NOTICES.** Except for POs which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications pursuant to this Agreement shall be in writing, addressed to Seller or to an authorized Apple representative, and considered given when (a) delivered personally, (b) sent by confirmed telex or facsimile, (c) sent by commercial overnight courier with written verification receipt, or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

26. COMPLIANCE WITH LAWS.

26.1 **General.** Seller shall comply fully with all applicable local, European and international laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control, and environmental laws.

26.2 **Supplier Code of Conduct.** At all times during the term of this Agreement, Seller will comply with the Apple Supplier Code of Conduct ("**Code of Conduct**"), as amended by Apple from time-to-time, available from Apple's public website at <http://www.apple.com/supplier-responsibility>. Notwithstanding anything to the contrary herein, Seller will: (i) allow Apple and a third party representative, retained by or representing Apple (collectively, the "**Auditor**"), to assess Seller's compliance with the Code of Conduct by inspecting Seller's facilities and/or reviewing Seller's practices, policies, and relevant records without notice, and/or by interviewing Seller's personnel without monitoring, solely to verify Seller's compliance with the Code of Conduct (collectively, an "**Assessment**"); (ii) promptly provide the Auditor with access to any relevant facilities and personnel without disruption or interference, in connection with any Assessment; (iii) promptly provide complete and accurate information and documentation in response to the Auditor's requests, (iv) allow the Auditor to review and assess working hours and conditions, remuneration and benefits, personnel practices, production, dormitory, and dining facilities, business conduct, and health, safety, and environmental practices, as applicable, in connection with any Assessment; (v) not request or encourage, directly or indirectly, any Seller personnel to furnish false or incomplete information in connection with any Assessment; (vi) not take retaliatory action against any Seller personnel interviewed during an Assessment; and (vii) promptly implement corrective action to remedy any material non-conformance with the Code of Conduct. Apple may disclose the results of any Assessment in connection with its corporate responsibility, corporate compliance, and periodic reporting activities. Seller will obtain all permits, consents, and authorizations necessary to enable the Auditor to assess Seller's policies, practices, records, and facilities. Seller's failure to perform its obligations described in this subsection or to remedy any material non-conformance with the Code of Conduct after a reasonable amount of

time will constitute a breach of this Agreement. For purposes of this subsection, the term "**Seller**" includes any party that performs a material portion of the obligations to Apple under this Agreement.

26.3 Hazardous Materials. If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling, and transportation of such hazardous materials, and shall provide Apple with full details of such hazardous materials before delivery of the Goods to Apple.

26.4 Customs. Upon Apple's request, Seller will promptly provide Apple with a statement of origin for all Goods and any relevant Customs documentation for such Goods.

26.5 Child and Criminal Labour. To the best of Seller's knowledge, after due inquiry, neither the Goods nor any materials incorporated therein were produced or manufactured, in whole or in part, by criminal or forced labour or by any child under the age of fifteen (15) or the minimum age permitted by applicable law, whichever is higher.

27. ENTIRE AGREEMENT/MODIFICATION. This Agreement is the complete, final, and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a PO or a change order issued by Apple, signed by the parties. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related POs.

28. NO THIRD PARTY RIGHTS: A person who is not a party to this Agreement shall have no rights under this Agreement, and to the extent that any third party rights arise by operation of any legislation, the Seller and Apple agree to exclude the application of such legislation to this Agreement, to the extent permitted by law.