

**APPLE INC.
CONFIDENTIALITY AGREEMENT (Apple Discloses)**

This Confidentiality Agreement (the "**Agreement**") sets for the rights and obligations that will govern [REDACTED]'s, located at [REDACTED] ("**Company**") use and disclosure of Apple, Inc.'s ("**Apple**") Confidential Information, as defined below.

- 1. DEFINITION OF CONFIDENTIAL INFORMATION.** For their mutual benefit, Apple and Company, plan to discuss certain confidential information in connection with Apple Pay products and services (the "**Project**"). Company agrees that: (i) the terms and conditions of this Agreement; (ii) the nature of its business relationship with Apple, including, if applicable, the fact that one party or any of its Affiliates provides or may provide goods or services to the other; and (iii) the parties' discussions concerning the Project will be considered confidential information covered by this Agreement ("**Confidential Information**") and treated as Apple's Confidential Information. In addition, any other nonpublic information which Apple ("**Discloser**") discloses to Company or any of its Affiliates ("**Recipient**") in the course of their communications regarding the Project will be considered Confidential Information, including but not limited to nonpublic product plans, designs, costs, prices, names, finances, marketing plans, business opportunities, forecasts, orders, personnel, customer information, research, development, know-how, third party confidential information or information learned by Recipient from Discloser's employees, agents or through inspection of Discloser's property. Notwithstanding the foregoing, Confidential Information shall 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 Discloser; (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. Nothing in this Agreement will obligate either party to disclose any Confidential Information. ("**Affiliate**") mean any entity that controls, is controlled by, or is under common control with a party. ("**Control**") and its derivatives means the legal, beneficial, or equitable ownership, directly or indirectly, of more than 50% of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.
- 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, Consultants and Affiliates who have a need to know in order to accomplish such purpose, who are made aware they are obligated to strictly maintain the confidentiality of Confidential Information; and who are bound by a written agreement that prohibits unauthorized disclosure or use of Confidential Information. ("**Consultants**") means the Company's bankers, accountants, auditors, attorneys, financial advisors, and independent contractors who do not have disclosure obligations to any third parties regarding the subject matter for which they have contracted. Company hereby agrees to maintain a list of employees,

Affiliates and Consultants who are disclosed on the Project, and will provide such list to Apple upon Apple's request.

Recipient will be responsible for any violation of the terms of this Agreement by its employees. 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 make reasonable efforts to give Apple notice of such requirement prior to any such disclosure and take 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. 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.

12. ENTIRE AGREEMENT. This Agreement constitutes Company’s entire agreement with respect to, and supersedes all prior or contemporaneous oral or written agreements concerning, Apple’s Confidential Information. Company has not relied on any representations, apart from those expressly contained herein, in entering into this Agreement. This Agreement may not be amended except by written agreement signed by authorized representatives of both Apple and Company.

By signing below, Company confirms that it has read and agrees to be bound to this Agreement.

IN WITNESS WHEREOF, Company has executed this Agreement on the date set forth below (“**Effective Date**”).

Company

By (Signature) Date

Printed Name and Title