



May 12, 2017

David Young-Chan Kay

Dear David,

Apple is delighted to offer you the position of Senior Software Engineer. In your new position you will report to John Blatz, with the effective start date of Monday, June 5, 2017. We look forward to welcoming you to Apple.

## Compensation

Apple offers a highly competitive package of compensation and benefits. The details of your package are set forth below.

### Salary

You will receive an annual salary of (US)\$180,000.00 (less deductions required by law) payable every other week in accordance with Apple's standard payroll procedures. Apple reserves the right to modify salaries and benefits from time to time as it deems necessary.

### Restricted Stock Units

We will recommend that you be granted an award of Restricted Stock Units (RSUs) with a value of (US)\$350,000.00 on the date of grant. This award is subject to the approval of the Compensation Committee of the Board of Directors (the Compensation Committee), on a date to be determined. The number of RSUs will be determined by dividing (US)\$350,000.00 by the Nasdaq closing price of a share of Apple stock on the date approved by the Compensation Committee and rounding up to the nearest whole share.

An RSU is the right to receive shares of Apple common stock upon vesting; one unit represents one share of Apple stock. After Committee approval, the specific terms and conditions applicable to the grant, including the vesting schedule, will be available in the RSU award agreement. The grant will be subject to the terms and conditions of Apple's 2014 Employee Stock Plan as well as the terms and conditions of the RSU award agreement.

## Benefits

As a full-time employee, you will be eligible to participate in Apple's comprehensive benefits program. We've enclosed a Corporate Benefits Program Summary in this folder with more details.

Upon hire, you can immediately enroll in the Apple 401(k) Plan, to which both you and Apple will contribute. As a convenience to you, if you do not elect an Apple 401(k) contribution amount within approximately 30 days after your employment with Apple begins:

- You will be automatically enrolled in the Apple 401(k) Plan with a before-tax contribution of 3 percent of your eligible base pay.
- You will also be enrolled in an automatic increase program, which will increase your before-tax contribution by 1 percent each year on the anniversary of your automatic enrollment date, to a maximum of 6 percent.
- You can opt out of either program at any time, as well as change the amount of your contribution.\*

Apple provides basic Long Term Disability (LTD) coverage as of your first day of active work or first day of eligibility at no cost to you. Apple also enrolls you automatically in the additional LTD buy-up option, and the premium for this coverage will be deducted from your salary. You may opt out of the buy-up option within 30 days of receiving a notice of eligibility, a qualified family status change event, or during the annual open enrollment, by going to the Benefits Enrollment Tool at [benefits.apple.com](https://benefits.apple.com). If you opt out, you will still be enrolled for basic LTD coverage and, should you change your mind, you will not be able to enroll in the buy-up option until the next annual open enrollment or qualified family status change event.

Participation in any of Apple's benefits and stock plans is subject to the written terms and conditions contained in the various plans.

\*Automatic enrollment and automatic increase are not available to international transfers.

## Bridge of Service

If you're re-joining Apple within two years of your departure, you may be eligible for credit for previous time worked at Apple or an Apple-designated affiliate. Service credit may affect the calculation of certain benefits including your vacation accrual rate and Apple 401(k) Plan Match.

## Conditions

This offer of employment is contingent on the following conditions.

- On the first day of your employment, and possibly from time to time thereafter, you must show proof of identity and legal right to work in the United States as required by federal immigration law. If you are unable to provide documentation of your authorization to work in the United States, Apple may terminate your employment.
- Due to U.S. Department of Commerce requirements, if you're not a U.S. citizen, U.S. permanent resident, Canadian citizen, political refugee, or a political asylum holder, you will be required to sign an assurance regarding obligations not to export controlled technical data or software to certain countries. If you're a citizen of a restricted country (as identified by the Department of Commerce), Apple could be required to obtain an export license from the Department of Commerce. Apple will work with you to obtain this license within a time limit established by Apple. If for any reason Apple doesn't receive a license within the established time frame, Apple may terminate your employment.
- You must sign the Intellectual Property Agreement and return the signed agreement with this offer letter. Any exceptions or approvals required under the terms of the Intellectual Property Agreement must be approved by your division's vice president and Apple's Legal Department prior to your beginning work.
- We believe that every employee should use good judgment and exercise uncompromising integrity when conducting Apple business. By accepting this offer, you acknowledge that you have received and read Apple's Business Conduct Policy and that you agree to comply with its terms.
- You must receive a satisfactory background check in accordance with Apple policy.

If any of the above conditions are not satisfied, Apple may withdraw this offer of employment.

Your employment relationship with Apple will be at will. This means that either you or Apple may terminate the employment relationship at any time and for any or no reason with or without notice.

Your employment will be governed by and interpreted under the laws of the State of California, without regard to conflict of law principles.

By signing this letter you agree that these are the only terms and conditions of your employment and acknowledge that you have not relied upon any other promises or representations, except those made in this letter.

This offer of employment is valid until Friday, May 19, 2017. We must receive your written acceptance of this offer no later than 5:00 PM Pacific Time that day.

David, please accept this offer by signing below. Return this letter to us in the enclosed FedEx envelope along with the paperwork noted in the Forms to Complete section of this folder and confirm your start date with your recruiter. Be sure to retain copies for your personal records. If you have any questions regarding this offer or any of its enclosures, please contact me at 1-408-421-0776.

Sincerely,

Steven Norton  
Apple Worldwide Recruiting  
On behalf of Apple Inc.

I accept the offer (sign below):

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Candidate Signature

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Expected Start Date

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Printed Full Candidate Name

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Date Signed