

7/9/08

Aviv Hadar
[REDACTED]
[REDACTED]

Dear Aviv:

Apple is delighted to offer you the position of Genius. In your new position you'll report to [REDACTED] with the effective start date of Monday, July 14th, 2008. We look forward to welcoming you to Apple.

Apple offers a highly competitive package of compensation and benefits. Your package includes the following.

Compensation

You will receive an hourly rate of (US)\$17.00 (less deductions required by law) payable every other week.

Benefits

As a full-time employee, you will be eligible to participate in Apple's comprehensive benefits program. Enclosed is a Retail Benefits Program Summary with more details.

Apple 401(k) Plan—Upon hire, you may immediately enroll in the Apple 401(k) Plan to which both you and Apple contribute. Apple matches your contributions made through payroll withholding starting at 50 cents for each dollar you contribute up to 6% of eligible pay. As a convenience, you will be automatically enrolled in the Apple 401(k) Plan with a pretax contribution of 3% of your eligible base pay, with contributions starting approximately 30 days after your employment with Apple begins. If you do not wish to be automatically enrolled in the Apple 401(k) Plan, or if you wish to contribute a different percentage of eligible pay, you may opt-out or change your deferral election at any time.

Participation in any of Apple's employee benefit plans and stock option plans is subject to the written terms and conditions contained in the various plans. You'll be given additional information regarding these employee benefit plans during your New Employee Orientation sessions.

Bridge of service—If you're rejoining Apple, you may be eligible for credit for previous time worked at Apple or FileMaker. The amount of credit will be determined by your prior service and the length of time between your termination and the restart date associated with this offer. Service credit will be used to calculate your vacation accrual rate, 401(k) plan match, and service award eligibility.

Conditions

This offer of employment is contingent on the following conditions.

- On your first day of 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 and in accordance with the process and procedures of the United States Immigration Reform and Control Act (IRCA).
- 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 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 agreement must be granted 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 Apple's Business Conduct policy.
- 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 terminable at will. This means that either you or Apple may terminate the employment relationship at any time and for any reason or for no reason.

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

In making your decision to accept this offer of employment, you agree and acknowledge that you have not relied upon any other promises or representations made by Apple or our representatives except those made in this letter.

This offer of employment is valid until Friday, July 11th, 2008. We must receive an email reply by 5pm or the offer will be void.

Sincerely,



Manager
On behalf of Apple Inc.