



IMMERSION CORPORATION
CONFIDENTIALITY & INFORMATION SECURITY POLICY
As of May 11, 2016

Purpose and Scope

Immersion Corporation ("Immersion") is committed to protecting its confidential information, which includes trade secrets and proprietary information. Immersion's confidential information is critical to Immersion's continued success. Any unauthorized disclosure of this confidential information jeopardizes Immersion's competitive edge, as well as Immersion's relationship with its customers, licensees and investors. Further, Immersion is a publicly traded company, listed on NASDAQ, and as such is bound by strict guidelines, rules and laws which govern Immersion's public disclosure of information.

Unauthorized, intentional or unintentional, disclosure of Immersion's confidential information is absolutely forbidden. Such disclosure may be grounds for immediate termination of employment or engagement. Confidential information shall only be used in furtherance of Immersion's business and shall not be disclosed to (a) any individual or entity outside Immersion (either during or after employment or engagement) without the prior written approval and authorization of Immersion; or (b) any Immersion employee or other individual acting on behalf of Immersion not having a need to know such information in order to perform his or her job responsibilities.

Immersion Confidential Information Defined.

Immersion's confidential information includes information that is applicable to the business of Immersion, or applicable to the business of any client or customer of the Immersion, which may be made known to the employee by Immersion or by any client or customer of Immersion or learned by the Immersion employee in such context during the period of employment, whether or not such information is labeled "confidential" or "proprietary." Confidential information further includes confidential or proprietary information of a third party that is subject to a duty on the part of such third party and Immersion to maintain the confidentiality of such information and to use it only for certain limited purposes. Such confidential information includes, but is not limited to, patient information subject to the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule.

By way of illustration, but not limitation, confidential information includes any and all technical and non-technical information including patent, copyright, trade secret, techniques, sketches, drawings, models, mask works, inventions, processes, flow charts, apparatus, equipment, algorithms, pictures, prototypes, ideas, software programs, programmer notes,

software source documents, and formulae related to the current, future and proposed products and services of Immersion, information concerning research, experimental work, development, know-how, design details and specifications, engineering, product specifications, architecture, techniques, source and object code, performance, defects, benchmark results or analysis, product enhancement plans or schedules, financial information, procurement requirements, manufacturing requirements, methodologies, corporate structure, job titles, employee compensation, job duties, responsibilities and capabilities of individual employees and teams, phone lists, and employee lists, customer lists, preferences and information, business forecasts, sales and merchandising and marketing plans and information.

Immersion Personnel Obligations

Upon hire, each employee of Immersion is required to certify that he or she has read, and that he or she understands this Confidentiality and Information Security Policy and the Procedures and Guidelines Covering Securities Trades by Company Personnel as well as execute an Employee Proprietary Information and Inventions Agreement. Each consultant of Immersion shall enter into a consulting agreement obligating the consultant to adhere to this Confidentiality and Information Security Policy.

Each member of Immersion personnel shall:

- Protect Immersion confidential information regardless of the media in which the information is conveyed (e.g., printed, electronic files, e-mail, oral);
- Contact Immersion legal counsel if help is needed in determining whether certain information is confidential or how to secure such information;
- Share confidential information inside Immersion only with those who have a business need to know the information;
- Have a written, signed nondisclosure agreement before disclosing confidential information to a party outside Immersion;
- Wear an Immersion identification badge while at Immersion's facilities and ensure that others visiting Immersion's are wearing visitors' badges and are authorized to be in such personnel's area and are authorized to have access to Immersion business information;
- Retain all information in accordance with Immersion's Records Retention Policy or guidelines established by Immersion's legal department; and
- Promptly report any actual or suspected unauthorized access to Immersion or Immersion information to such personnel's direct report or to Immersion's legal department.

Upon departure, each member of Immersion personnel will be reminded of what constitutes Immersion confidential information and of their contractual and common law obligations to continue to hold Immersion's confidential information secret. The departing employee or consultant must return all Immersion confidential information, including, without

limitation, hard copies, diskettes (and other storage materials), home computer files, home office files, laptops, cell phones, security passes, keys, access cards and property of Immersion in his or her possession and control.

Confidential Information Marking

Immersion personnel shall clearly mark confidential information. Confidentiality legends must be used on all internal documents, including software, computer hardware, test equipment, emails, prototypes, meeting reports, etc. that contain Immersion confidential information. Immersion will visibly label areas of its facilities that contain confidential information with signs or labels indicating the same.

Acceptable legends include:

- For documents:

Immersion Confidential Information
Unauthorized Disclosure, Copying and Distribution Strictly Prohibited

- For source code:

Copyright (c) 2003-2008 Immersion Corporation. All rights reserved.
Immersion Corporation Confidential and Proprietary
File:
Description:

- For emails:

[CONFIDENTIALITY AND PRIVACY NOTICE] This email contains Immersion confidential and proprietary information intended solely for the addressee, is subject to confidentiality obligations and may contain information that is private, privileged, confidential or exempt from disclosure under applicable law. This email and the information it contains must not be forwarded or otherwise disclosed to any third party without permission.

If you are not the intended recipient or it appears that this mail has been forwarded to you without proper authority, you are notified that any disclosure, copying, distribution or use of the contents of this email is strictly prohibited. If you receive this email in error, please delete this email from your records and notify us immediately.

- For digital files:

THIS DOCUMENT (OR DATA) CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF IMMERSION AND MAY ONLY BE VIEWED BY AUTHORIZED PERSONS. UNAUTHORIZED VIEWING OR DISCLOSURE IS STRICTLY PROHIBITED

- For physical areas:

AUTHORIZED PERSONNEL ONLY

Confirmation of Receipt of Immersion Corporations Confidentiality & Information Security Policy

I confirm that I have received a copy of the Immersion Corporation Confidentiality & Information Security Policy and understand the terms, conditions and obligations with the Company. I further understand and agree that it is my responsibility to read and familiarize myself with terms and conditions of this policy. Nothing in this Policy shall limit or restrict in any way my immunity from liability for disclosing the Company's trade secrets as specifically permitted by 18 U.S. Code Section 1833, the pertinent provisions of which are attached hereto as Exhibit A.

Employee's Signature: _____

Date: _____

Exhibit A

DEFEND TRADE SECRETS ACT, 18 U.S. CODE § 1833 NOTICE:

18 U.S. Code Section 1833 provides as follows:

Immunity From Liability For Confidential Disclosure Of A Trade Secret To The Government Or In A Court Filing. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made, (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.