# Apple Ink. Mutual Confidentiality Agreement

This Management Service Agreement is effective as of Friday the 1st of June, 2012. The recipients agree as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (recipient name)

**1. Definitions.**

(a) Disclosing Party and Recipient. The party disclosing Confidential Information is referred to as the “Disclosing Party”, and the party receiving Confidential Information is referred to as the “Recipient”.

(b) Confidential Information. “Confidential Information” means all information (whether in oral, written or electronic form) relating to the business, business relationship between disclosing party and recipient, personnel, marketing, customers, finances, products or services of the Disclosing Party, and includes confidential information received by the Disclosing Party from third parties.

**2. Permitted Use of Confidential Information.** The Recipient must not use the Disclosing Party’s Confidential Information for any purpose without the explicit written approval of the Disclosing Party.

**3. Protect Confidential Information.** The Recipient will keep the Disclosing Party’s Confidential Information confidential, and will also cause its directors, officers, employees and agents to keep the Disclosing Party’s Confidential Information confidential. The Recipient will take all necessary steps (including those steps that the Recipient takes to protect its own information that it regards as confidential) to maintain the confidentiality of the Disclosing Party’s Confidential Information.

**4. No Disclosure.** The Recipient will not disclose the Confidential Information to any third party, nor the fact that it has obtained the Confidential Information, without the explicit written approval of the Disclosing Party.

**5. Legal Compulsion to Disclose Confidential Information.** If the Recipient receives notice indicating that it may or will be legally required to disclose any of the Disclosing Party’s Confidential Information, it will notify the Disclosing Party promptly in writing so that the Disclosing Party may seek a protective order or other appropriate remedy, or waive compliance with this Agreement. If a protective order or other remedy is not obtained for whatever reason, or if the Disclosing Party waives compliance with this Agreement, the Recipient will disclose no more than that portion of the Confidential Information required to be disclosed.

**6. No Transfer.** The Disclosing Party retains exclusive rights to its Confidential Information, and does not grant or transfer any right or licence to the Recipient, except as set out in this Agreement.

**7. Return or Destruction.** Within five business days of a request by the Disclosing Party:

(a) the Recipient will return to the Disclosing Party all materials in physical form (including any notes, summaries or memoranda relating to or derived from those materials by the Recipient) that contain the Disclosing Party’s Confidential Information or, at the Disclosing Party’s option, the Recipient may certify in writing that it has destroyed all such materials permanently and confidentially; and

(b) the Recipient will certify in writing that it has destroyed permanently all materials in electronic form (including emails and including any notes, summaries or memoranda relating to or derived from those materials by the Recipient) that contain the Disclosing Party’s Confidential Information.

**8. Disclosing Party Not Liable.** The Recipient acknowledges that the Disclosing Party, its directors and its officers will have no liability to the Recipient resulting from the use of the Confidential Information by the Recipient.

**9. Non‑money Remedies.** The Recipient acknowledges that money damages would not be a sufficient remedy for a breach of this Agreement, and that any court having jurisdiction may grant injunctive relief for an actual or threatened breach of any of the provisions of this Agreement, in addition to any other remedy available to the Disclosing Party.

**10. Integration.** This Agreement constitutes the entire agreement between the parties relating to its subject matter. No amendment or waiver of this Agreement is binding unless agreed to in writing by the parties.

**11. Governing Law.** This Agreement is governed by the laws in effect in the State of New York.

\*The manager being the disclosing party.

Disclosing party signature (Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient party signature (Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_