

CONFIDENTIAL INFORMATION AGREEMENT

In consideration of my association with MCG (the "Company") and any of its Clients I hereby agree to the following with respect to my use and development of information from the Company and Clients, as more fully set out below.

PURPOSE OF THE AGREEMENT

I wish to be associated with the Company, provided that, in so doing, it can protect its trade secrets, ideas, information, business, and good will.

In consideration of this purpose, and the mutual promises in this Agreement, effective my hire date of _____, I agree as follows:

1. Term.

- (a) My association with the Company is an at-will relationship that may be terminated by either the Company or me with or without cause for any reason whatsoever at any time upon notice to the other party.
- (b) If my association is terminated for any reason, I will be entitled only to the compensation earned by me as of the date of termination.

2. Confidential Information. I will hold in confidence during the term of my association and for five years after the termination of my association all Confidential Information of the Company and all Confidential Information of companies or persons other than the Company given to the Company under an agreement or understanding prohibiting its disclosure, and I will not use any such Confidential Information except to perform my duties as an employee, officer or director of the Company. "Confidential Information" refers to valuable technical or business information that is not known by the public. By way of example, Confidential Information may include information relating to clients and potential clients, nonpublic financial information, fund performance, company plans and proprietary computer information.

These restrictions on disclosure do not apply if (i) the information is or becomes publicly known through no wrongful act on my part, (ii) I already knew the information prior to the time I began association with the Company, other than by disclosure to me by the Company, (iii) I received the information without any wrongdoing from someone outside the Company who does not have an obligation to keep the information confidential, (iv) the information is explicitly approved for release by an officer of the Company, or (v) the information is disclosed pursuant to the requirement of a governmental agency.

3. Tangible Materials. All tangible materials that incorporate Confidential Information are the Company's property, and I will give all these materials back to the Company at the termination of my association or earlier upon the Company's request.

4. Solicitation of Employees. I understand that information about the Company's employees, such as their skills, performance ratings, and salary histories, constitutes Confidential Information owned by the Company. I agree that, for a period of twelve (12) months after termination of my association for any reason, I will not, either directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees to leave their association, or attempt to do any of these things, whether on my own behalf or on behalf of any other person, since to do so would necessarily involve using Confidential Information.

5. **Termination.** In the event of termination of my association for any reason, I agree to sign and deliver the "Termination Certification" attached to this Agreement as Exhibit B. I also agree that the Company may give notice to my new employer of my duties under this Agreement.
6. **Performance and Duty of Loyalty.** During my association with the Company, I will devote my time and efforts to my assigned duties and the operations of the Company in accordance with the Company's policies and regulations, some of which may be contained in an employee handbook. I understand that such handbooks are merely management guidelines which may be changed by the Company from time to time, and that they do not constitute part of a contract of association between myself and the Company. During my association with the Company, I will not engage in any business activity (either for my own profit or for anyone else) that competes with the Company's business. Furthermore, I agree that I will not solicit business from the Company's clients without prior authorization from the Company for a period of twelve (12) months after the termination of this contract. If I am contacted in regard to a new position at Client site I agree that I will notify Company of Client's intent and give Company first rights to hire me for a period of twelve (12) months following the termination of this contract.
7. **Duties to Third Parties.** I represent that, to the best of my knowledge, compliance with the terms of this Agreement will not violate any duty that I may have to anyone other than the Company (such as a former employer) to keep such person's proprietary information in confidence. If at any time during my association with the Company, I am asked by the Company to perform work which I believe may cause me to violate a duty I have to someone other than the Company, I will immediately inform an officer of the Company so that an assessment of the situation may be made. I also agree that I will not, during my association with the Company, bring onto the Company's premises, use or disclose to the Company any proprietary information or trade secrets of any former employer or any other person without that person's consent.
8. **Miscellaneous Provisions.** This is the only agreement between the Company and myself about confidential information, and may not be modified, amended or terminated, in whole or in part, except in writing signed by me and by an officer of the Company. Any later change in my title, compensation or duties will not affect this Agreement. This Agreement will survive termination of my association for any reason, and will continue for the benefit of and will be binding upon the successors, assigns, heirs and legal representatives of the Company and myself. Any waiver by the Company of a breach of any of the obligations of this Agreement by me will not operate or be construed as a waiver of any other or subsequent breach by me. In the event any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement will be governed by the laws of the State of California governing contracts between residents to be performed in the State of California.

Dated

Printed Name

Employee Signature