

## Spire Investment Partners, LLC

### CONFIDENTIALITY and NON-SOLICITATION AGREEMENT

I, acknowledge and fully understand the need to keep completely confidential the business practices and operations of Spire Investment Partners and affiliates, (the “Company”). In consideration of my continued employment, affiliation and or registration with the company, I agree to be bound by the following terms of this Agreement:

I acknowledge that the purpose of this document is to protect the Company’s legitimate interests in its client relationships, and the confidential information that the Company has developed about its clients, operations, markets, and services.

During the course of my employment, affiliation and or registration, I may have access to, and become familiar with, confidential information, proprietary information and/or trade secret information, and documentation related thereto, belonging to the Company or its clients regarding its investment advisory operations, brokerage operations, methods and practices, including but not limited to, books, records, lists, computer programs, and other information or documents regarding the Company’s revenues, business methods, investment advisory processes and practices (which includes financial planning and investment management), marketing strategies and plans, as well as information pertaining to the company’s past, present and prospective clients, including, but not limited to, identity, address, e-mail address, telephone numbers, telefax numbers, account numbers, investment objectives, service requirements and fees charged, and the Company’s past, present and prospective referral sources, including, but not limited to, identity, address, e-mail address, telephone numbers, telefax numbers, and fee arrangement (all such confidential, proprietary and trade secret information and documentation is referred to herein as the “*Confidential Information*”). I acknowledge that such *Confidential Information* is owned, and shall continue to be owned, solely by the company, regardless of whether or not I introduced a client to the Company or caused the receipt of such *Confidential Information* by the Company. During the term of my employment, affiliation and or registration, and forever thereafter (regardless of the circumstances surrounding termination), I agree not to use, communicate, reveal or otherwise make available such information for any purpose whatsoever (except solely and exclusively in furtherance of my employment duties to the Company), nor will I divulge, or cause to be divulged, any such *Confidential Information* to any person, partnership, corporation or entity other than the Company. Upon termination of my employment/association or registration, or at any other time that the Company may so request, I shall immediately deliver to the company all such *Confidential Information*, including, but not limited to, all papers, notes, lists, computer programs, reports, books, records and all other documents (and all copies thereof) relating to the Company as made reference to above paragraph, which I may then possess or have under my control.

I agree not to remove from the Company’s offices, including Branch and Satellite offices (and represent to the company that I have not previously removed, and do not currently have in my possession outside the premises of company’s office) any of the *Confidential Information* made reference to in the paragraph above, including, but not limited to, Company books, records, documents, lists, computer programs, or client documents and/or client information, lists, or any copies of such books, records, documents, lists, computer programs, or client documents and/or client information or lists, without the express prior written consent of David L. Blisk, or such other designated Company principal, and in the event such written consent is received, then such *Confidential Information* shall be immediately returned to the Company’s office within the earlier of your completion of the project or task for which the *Confidential Information* was necessary or the demand for return of the *Confidential Information* by David L. Blisk, or such other designated Company principal.

To the extent not contrary to applicable state law, I acknowledge and agree that any and all inventions, discoveries, improvements, trademarks, copyrightable work, or any intellectual property created, produced, designed and/or developed, in whole or in part, individually or jointly with others, during the term of my employment, affiliation and or registration with the Company, which is/are directly or indirectly within the scope of the Company's past, current or planned future operations, are the company's exclusive property, and shall be immediately disclosed and assigned to the company. I further agree that any and all such applicable item(s) is a *work made for hire* for the Company within the definition of Section 101 of Title 17 of the United States Code, or any successor provision, and any corresponding state law provisions. My above obligations to the company shall be continuous and ongoing and shall survive the termination of this Agreement.

I fully acknowledge and understand that my violation of any of the above covenants while I am employed by/affiliated with or registered with the company, may, in addition to all other remedies available to the Company, result in the immediate termination of my employment, affiliation and or registration.

In recognition of the highly confidential and proprietary nature of the Company's business methods and practices, I, during my employment, affiliation and or registration with the Company, and for a period of thirty-six (36) months subsequent to termination of my employment/association for any reason (regardless of the circumstances surrounding termination), shall not, directly or indirectly, in any manner whatsoever;

- solicit any of the employees/associates, full-time or part-time, of the Company for the purpose of inducing them to leave the employ of/association with the Company; or
- solicit any referral sources of the company for the purpose of inducing them to terminate or modify their relationship with the Company.

I understand that the above restrictions are not intended to deprive me of an opportunity to earn a living in the same profession as that of the company. Rather, I agree to abide by the above restrictions in recognition of the Company's legitimate and reasonable objective to protect its business interests.

I further acknowledge and understand that my violation of any of the above covenants or restrictions will result in irreparable harm to the Company, and that an award of money damages, alone may not be adequate to remedy such harm. Consequently in the event that I violate or threaten to violate any of the above covenants or restrictions, the company, in addition to any other rights and remedies provided under law, shall be entitled to both (a) a preliminary or permanent injunction in order to prevent the continuation of such harm; and (b) money damages, insofar as they can be reasonably determined including, without limitation, all reasonable costs and attorney's fees incurred by the company in enforcing the provisions of this Agreement.

In the event that any provision of this Agreement shall be found by court of competent jurisdiction to be invalid or unenforceable as written as a matter of law, such court(s) may exercise its discretion in reforming such provision(s) such that I shall be subject to noncompetition, nondisclosure, nonsolicitation, noninterference and intellectual property assignment covenants that are determined by the court to be reasonable under the circumstances and enforceable by the Company.

This Agreement supersedes and replaces, in its entirety, all previous agreements(s), written, verbal or otherwise, relative to the subject matter hereof. However, for any reason; should this Agreement (or any portion(s) hereof) be declared invalid or unenforceable, I shall then be subject to, and bound by, the covenants and restrictions contained in any previous agreement executed by me relative to the subject matter hereof; and,

To the extent not inconsistent with applicable law, I acknowledge and agree that this Agreement shall be governed by and constructed in accordance with the laws of the Commonwealth of Virginia and the venue (i.e. location) for the resolution of any dispute or controversy shall be the county of Fairfax, Commonwealth of Virginia.

I acknowledge, understand and accept my obligations under this Agreement. I also acknowledge, understand and accept that this Agreement does not cause an employment, affiliation and or registration for any term. I specifically acknowledge that the covenants set forth herein regarding *Confidential Information* and restricting disclosure thereof, solicitation/interference and acknowledging ownership of intellectual property, are reasonable, or appropriate and necessary for the protection of the Company's legitimate business interests. I further acknowledge and agree that I have been provided with good and valuable consideration in return for my execution of this Agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
Print - Individual

\_\_\_\_\_  
Signature - Individual

\_\_\_\_\_  
Authorized Representative of Spire Investment Partners, LLC