

**EXHIBIT E**  
**CONFIDENTIALITY AGREEMENT**

**CONFIDENTIALITY, NON-DISCLOSURE AND  
NON-COMPETITION AGREEMENT**

WHEREAS, the undersigned:

CHECK AND COMPLETE APPROPRIATE BOX:

\_\_\_ is an officer, director, member, manager, partner or owner of an interest in the equity or voting interests of \_\_\_\_\_, the Franchisee under, and signatory to, that certain Franchise Agreement dated \_\_\_\_\_ entered into with THE MUTUAL FUND STORE, LLC ("Company") granting Franchisee the right to own and operate one THE MUTUAL FUND STORES® on the terms and conditions stated therein.

\_\_\_ is an employee of \_\_\_\_\_, the entity which executed the Franchise Agreement as Franchisee.

\_\_\_ [if none of the above apply] is associated in the following capacity with Franchisee: \_\_\_\_\_.

WHEREAS, the undersigned acknowledges that, in order to induce Company to enter into the Franchise Agreement ("Franchise Agreement"), Franchisee must cause certain persons owning an interest in, or who are employed by or associated with, Franchisee to execute this Confidentiality and Non-Disclosure Agreement ("Agreement") for the benefit of Company.

NOW, THEREFORE, the undersigned, having read this Agreement and understanding its terms, hereby agrees as follows:

1. Nondisclosure of Confidential Information.

a. The undersigned agrees not to disclose, duplicate, sell, reveal, divulge, publish, furnish or communicate, either directly or indirectly, any Confidential Information (as defined below) to any other person, firm or entity, unless authorized in writing by Company.

b. The undersigned agrees not to use any Confidential Information for his or her own personal gain or to further the purposes of others, whether or not the Confidential Information has been conceived, originated, discovered or developed, in whole or in part, by the undersigned or represents the undersigned's work product. To the extent the undersigned has assisted in the preparation of any information which Company considers to be Confidential Information or has prepared or created such information by himself or herself, the undersigned hereby assigns any rights that he or she may have in such information as creator to Company, including all ideas made or conceived by the undersigned.

c. The undersigned acknowledges that the use, publication or duplication of the Confidential Information for any purpose not authorized by this Agreement constitutes an unfair method of competition by the undersigned.

d. The provisions of this paragraph 1. shall apply forever, surviving the expiration or termination of all contracts between Company and Franchisee.

e. The provisions concerning non-disclosure of Confidential Information shall not apply if disclosure of Confidential Information is legally compelled in a judicial or administrative proceeding, provided the undersigned shall have used its best efforts, and shall have afforded Company the opportunity, to obtain an appropriate protective order or other assurance satisfactory to Company of confidential treatment for the information required to be disclosed.

f. The term "Confidential Information" shall have the same meaning assigned to it in the Franchise Agreement. The undersigned represents that it, he or she is familiar with that definition. The undersigned further acknowledges that Confidential Information excludes (i) information which the undersigned can demonstrate came to its, his or her attention independent of the rights granted by Company, and prior to Company's disclosure of the information in the Operations Manual or otherwise, and (ii) information that Company agrees is, or has become, generally known in the public domain, except where public knowledge is the result of wrongful disclosure (whether or not deliberate or inadvertent).

2. Return of Proprietary Materials.

Upon expiration or termination of the Franchise Agreement, the undersigned shall surrender to Franchisee, or, if directed by Company, directly to Company, all materials in the possession of the undersigned relating or concerning any Confidential Information. The undersigned expressly acknowledges that such materials shall be and remain the sole property of Company.

3. Agreements Regarding Competition.

a. For as long as the undersigned is (i) an officer, director, shareholder, member, manager, trustee, owner, general partner, employee or otherwise associated in any capacity with Franchisee, and (ii) the Franchise Agreement is in full force and effect, the undersigned agrees that he or she shall not, directly or indirectly, own, engage in or render services to, either as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any business located anywhere in the world which sells investment, financial or insurance products or services of any kind.

b. This Agreement does not prohibit the undersigned from owning 5% or less of the voting stock of a Publicly Held Corporation (as that term is defined in the Franchise Agreement) which sells investment, financial or insurance products or services of any kind.

c. The parties acknowledge that the undersigned may engage in any activities not expressly prohibited by this Agreement. However, in connection with permitted activities, the undersigned shall not (i) use the Confidential Information or any of the Proprietary Marks (as that term is defined in the Franchise Agreement); (ii) engage in any conduct or activity which suggests or implies that Company endorses, or authorizes, the undersigned's activities; or (iii) induce any person to engage in conduct prohibited by this Agreement.

4. Interference.

The undersigned agrees not to, directly or indirectly, for itself or on behalf of any other person:

a. Divert, or attempt to divert, any business or customer of any THE MUTUAL FUND STORE® to any competitor by direct or indirect inducement or perform any act which directly or indirectly could, or may, injure or prejudice the goodwill and reputation of the Proprietary Marks or THE MUTUAL FUND STORE® System, or

b. Employ or seek to employ any person who is at that time employed by Company, the Affiliate or another franchisee of Company or otherwise directly or indirectly induce or seek to induce the person to leave his or her employment.

5. Irreparable Harm to Company.

a. The undersigned acknowledges and agrees that Company will suffer irreparable injury not capable of precise measurement in monetary damages if it discloses or misuses any Confidential Information, or if the undersigned breaches the covenants set forth in this Agreement. Accordingly, in the event of a breach of this Agreement by the undersigned, the undersigned consents to entry of interim relief, including, without limitation, the entry of a temporary restraining order, preliminary injunction, permanent injunction, writ of attachment, appointment of a receiver, and any other equitable relief which the court deems necessary in order to prevent irreparable injury, all without the requirement that bond be posted.

b. The undersigned agrees that the award of equitable remedies to Company in the event of such breach is reasonable and necessary for the protection of the business and goodwill of Company.

6. Survival.

The agreements made by the undersigned shall apply forever, surviving the expiration or termination of all contracts between Company and Franchisee.

7. Validity; Conformity With Applicable Law.

a. Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited thereunder, the provision shall be ineffective only to the extent of the prohibition or invalidity without invalidating the remainder of this Agreement.

b. If any provision of this paragraph 3. is void or unenforceable under California law, but would be enforceable as written or as modified under the laws of any state having jurisdiction over the undersigned (the "Local Laws"), the parties agree that the Local Laws shall govern any dispute concerning or involving the construction, interpretation, validity or enforcement of the provisions of this Agreement regarding competition, but only with respect to the subjects covered in this paragraph 3.

8. Dispute Resolution.

The parties adopt and incorporate by reference as part of this Agreement the Dispute Resolution provisions set forth in Schedule A.

9. Miscellaneous

a. Any waiver granted to the undersigned by Company excusing or reducing any obligation or restriction imposed under this Agreement shall be evidenced by a writing executed by Company in order to be effective and shall only be effective to the extent specifically allowed in such writing. No waiver granted by Company shall constitute a continuing waiver. Any waiver granted by Company shall be without prejudice to any other rights Company may have. The rights and remedies granted to Company are cumulative. No delay on the part of Company in exercising any right or remedy shall preclude Company from fully exercising such right or remedy or any other right or remedy.

b. This Agreement sets forth the entire agreement made by the undersigned pertaining to the subject matter hereof, fully superseding any and all prior agreements or understandings that may exist between the undersigned and the Company pertaining to such subject matter. No amendment, change, modification or variance to or from the terms and conditions set forth in this Agreement shall be binding on the undersigned unless it is set forth in a writing and duly executed by the undersigned and Company.

c. This Agreement shall be binding on the undersigned's heirs, executors, successors and assigns as though originally executed by such persons.

d. The parties agree that all capitalized terms in this Agreement shall have the same meaning assigned to them in any Franchise Agreement between Company and Franchisee, and incorporate such definitions herein.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date shown above the undersigned's signature.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Company executes this Agreement to acknowledge its agreement to be bound by the dispute resolution provisions stated in Schedule A.

THE MUTUAL FUND STORE, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

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