Edelman Financial Engines, LLC.

Arbitration Agreement

I understand and expressly agree that by submitting my application, I am agreeing, except as provided below, to arbitrate all claims or controversies, past, present, or future, including without limitation, claims arising out of or related to my application and selection for employment, employment (if I am hired), and/or the termination of my employment, that otherwise would be resolved in a court of law or before a forum other than arbitration ("Arbitration Agreement"). This Arbitration Agreement is a contract to arbitrate disputes. This Arbitration Agreement mutually applies to me and Edelman Financial Engines, LLC and its parents, subsidiaries, and affiliates (the "Company"). All covered disputes will be decided by a single arbitrator through final and binding arbitration and not by way of court or jury trial. This Arbitration Agreement is governed by the Federal Arbitration Act ("FAA"). The arbitration will be conducted before a single arbitrator, and except as otherwise provided herein, will be under the then current Employment Arbitration Rules of the American Arbitration Association. I certify that all statements made by me on this application, my resume, and/or any supplemental information provided by me, are true. I authorize the Company to investigate my background and the accuracy of this information. Any employment at the Company will be and will remain contingent upon the accuracy of information and statements contained in this application, my resume, any interviews, and any other information provided by me. I understand and agree that falsification or omission of any information required can lead to termination of my employment by the Company without incurring any liable obligation.

If employed by the Company, I agree to abide by its rules and regulations. Further, I understand that my employment is at will and can be terminated at any time by either party, with or without cause and advanced notice. I understand that this term and condition of my employment can be changed only in an individual written agreement entered into for that purpose signed by the Chief Human Resources Officer of the Company.

Although management makes every effort to accommodate individual preference, business needs may at times make the following conditions mandatory: overtime, shift work, or a work schedule other than Monday through Friday. I understand and accept these conditions of my continuing employment.

I understand that if I am designated as an Access Person, I will be subject to certain reporting and pre-clearance obligations relating to my personal securities accounts, and I will comply with the Company's policies as set forth in its Code of Ethics or otherwise communicated to me. An "Access Person" is a person who (1) serves as an officer or on the managing board of the Company or (2) serves of the Company's investment committee, or (3) has access to investment advisory recommendations as part of normal job responsibilities, or (4) serves as an Investment Adviser Representative for the Company (please note that employees are offered the opportunity to become licensed in connection with serving as backup capacity in the call center). The Code of Ethics requires Access Persons to (1) disclose certain securities holdings in personal accounts at the time of employment, and annually thereafter, (2) report transactions in certain securities at the time of the transaction and on a quarterly basis, (3) pre-clear transactions in certain securities for personal securities accounts, and (4) disclose outside business activities.

Non-Disclosure Agreement

1) **Purpose**
   The Company and Third Party wish to explore a business possibility regarding a potential employment or consulting relationship between the Company and Third Party under which the Company may disclose its Confidential Information to Third Party (the "Relationship").

2) **Definition of Confidential Information**
   "Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of the Company, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary. Confidential Information does not include information, technical data or know-how which (i) is in the possession of the Third Party at the time of disclosure as shown by Third Party's files and records immediately prior to the time of disclosure; or (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any improper inaction or action of Third Party, or (iii) is approved by the Company, in writing, for release.

3) **Nondisclosure of Confidential Information**
   Third Party agrees not to use any Confidential Information disclosed to it by the Company for its own use or for any purpose except to carry out discussions concerning, and the undertaking of, the Relationship. Third Party will not disclose any Confidential Information of the Company to third parties or employees of Third Party, except employees who are required to have the information in order to carry out the discussions regarding the Relationship. Third Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company in order to prevent it from falling into the public domain or the possession of persons other than those persons authori7.ed hereunder to have any such information. Such measures shall include the highest degree of care that the Third Party utilizes to protect its own Confidential Information of a similar nature. If applicable, Third Party has had or will have employees to whom Confidential Information of the Company is disclosed or who have access to Company's Confidential Information sign a non-disclosure agreement in content substantially similar to this Agreement and, at the request of the Company, will promptly notify the Company in writing of the names of the persons who have signed such agreements. Third Party agrees to notify the Company in writing of any misuse or misappropriation of Confidential Information of the Company, which may come to the Third Party's attention.

4) **Return of Materials**
   Any materials or documents which have been furnished by the Company to the Third Party in connection with the Relationship will be promptly returned by the Third Party,

accompanied by all copies of such documentation, within ten (10) days after (i) the Relationship has been terminated or (ii) the written request of the Company.

5) **No Rights Granted**
Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information in connection with the proposed Relationship between the parties.

6) **Term**
The foregoing commitments of each party shall survive any termination of the Relationship between the parties and shall continue until such Confidential Information ceases to be confidential.

7) **Miscellaneous**
This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of the Company may not be assigned without the prior written consent of the Company. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

8) **Governing Law; Jurisdiction**
This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California and shall be binding upon the parties hereto in the United States and worldwide. The federal and state courts within the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

9) **Remedies**
Each party agrees that its obligations provided herein are necessary and reasonable in order to protect the Company and its business, and each party expressly agrees that monetary damages would be inadequate to compensate the Company for any breach by Third Party of its covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Third Party, without the necessity of proving actual damages.