

P. Data Collector Confidentiality Agreement

CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT

In consideration of my employment with Macro International Inc. ("Macro"):

1. I recognize that during the course of my employment with Macro, I may have access to confidential and/or proprietary information which is the property of Macro and/or of its affiliates, clients and/or other contractors, including but not limited to technical and cost proposals, product and project information not in the public domain, personnel files and salaries, financial data including profit and pricing information, marketing plans, customer and vendor lists and cost data. I agree to maintain the confidentiality of this information and will not, without written permission from the President of Macro, disclose any confidential information at any time during or after my employment at Macro. I further agree that I will use no less than a reasonable degree of care to protect Macro's confidential and/or proprietary information from disclosure.
2. I acknowledge that, except for material in the Public Domain, all notebooks, memoranda, reports, blueprints and drawings, notes, computer program listings, and documents of any kind, any computer disk, or tape or other media containing information obtained pursuant to my project/proposal work at Macro or to which I otherwise gain access, are the exclusive property of Macro's clients. I agree that, except as required for the performance of my Macro responsibilities, I will not remove from Macro premises any such items without the specific knowledge and consent of the President of Macro. Upon the termination of my employment, I will return all materials received from, or created for, Macro during my employment.
3. I acknowledge that all products relating to the business of Macro which result from work I perform in the course of my employment, or which result from the use of Macro's facilities, equipment, supplies or confidential information, are the exclusive property of Macro, Macro's clients, or other organizations, such as professional associations or journals. The use of any such Macro or client products outside of Macro requires the written permission of the President of Macro. Where Macro has the right to use such products to obtain patent, copyright, and/or trade secret protection, I agree to assist Macro (at Macro's expense) to obtain and enforce its legal rights to such products.
1. I agree that during my employment with Macro and for one year thereafter, I will not, directly or indirectly, solicit, or assist others in soliciting, any employee of Macro for the purpose of causing that employee to terminate employment with Macro.
4. I agree that, should I be required by law, regulation, or court order to disclose Macro confidential or proprietary information, I will, prior to making such disclosure, promptly notify the Company in writing in order to facilitate the Company's seeking a protective order or other appropriate remedy to protect against such disclosure.
2. I agree that, while employed by Macro, I will abide by the terms and provisions of the Company's policy on **Employee Conflicts of Interest**, as published in the Macro Employee Handbook and as reiterated below:

Employee Conflicts of Interest

Macro counts on the dedicated efforts of its staff members. The expertise and capabilities of our employees are the essential building blocks of our success. It is important to all of us that our employees commit their talents and

energies to our mutual success and not invest them in support of competitive or conflicting interests. For this reason, Macro generally does not permit staff to engage in employment outside of Macro.

Staff members may not engage in outside consulting or other professional services in areas where Macro provides or contracts for services. Staff are expected to avoid participation in activities or relationships that compete with Macro, that support the efforts of a real or potential Macro competitor, or that might impair or even appear to impair the proper performance of staff job responsibilities. Participation in outside activities, whether compensated or not, is considered to be in conflict with employment at Macro whenever that participation—

- Competes with the Company
- Provides services, either directly or in association with others, which are in competition with services Macro currently provides or might offer
- Provides services and assistance to a competitor or a potential competitor of Macro
- Interferes in any way with the employee’s effective performance of his/her Company duties, such as requiring Company time or facilities, or impacting the employee’s availability to perform essential job duties, project assignments or proposal work.

An employee may not use the Company’s facilities or identifications (such as telephone number and address) to operate another business, profession, or any other work on his/her behalf or on behalf of another employer. All services performed for or on behalf of a Macro employee are compensated through the salary paid to the employee and may not be billed to Macro on a consultancy basis.

Participation in conflict-of-interest activities can have serious legal consequences both for the staff member and for Macro. If a staff member is unsure of whether or not an outside activity is a conflict of interest, he/she should discuss the activity with his/her Officer. If a circumstance should arise in which an anticipated activity could present a real or apparent potential conflict of interest, the staff member and his/her Officer are required to obtain the approval of Macro’s President prior to the staff member’s engaging in the activity.

Any exception to this Confidentiality and Conflict of Interest Agreement requires the expressed, written authorization of the President of Macro.

Employee Signature	Printed Name	(Date)
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Macro International Inc.	Printed Name	(Date)
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