

Maverick

Benefit and Policy Handbook

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INTRODUCTION

Benefits and Policies at Maverick

This handbook contains information about the benefits and policies available to the employees of Maverick Capital, Ltd. and its affiliates MCL Corporation and MCL California, Inc. (References in this handbook to "Maverick" or the "Company" refer, as appropriate, to Maverick Capital, Ltd., MCL Corporation or MCL California, Inc.) This handbook is intended to give you a general overview of Maverick's benefit plans and policies. It is a summary of the legal documents and contracts detailing each plan. Although this overview is intended to be accurate, it is only a summary, and the legal documents contain all the specific provisions of the plans. If there are any discrepancies between this overview and the legal documents, the legal documents will govern. The benefits, policies and procedures discussed in this handbook are subject to change at Maverick's sole discretion at any time with or without notice.

Your employment at Maverick is "at-will." This means that you or Maverick have the right to terminate the employment relationship at any time, for any reason or for no reason at all, with or without notice. Nothing in this handbook alters or is intended to alter the at-will status of your employment at Maverick.

The various states and locales in which Maverick conducts its business have enacted a multitude of laws that govern the workplace and its employment practices and policies. The Benefits and Employment Policies described in this Handbook are intended to comply with all such laws. To the extent that any Maverick Benefit or Policy is inconsistent with any applicable law, the law will govern. Questions about application of a particular law or regulation to Maverick's workplace should be directed to the HR Department.

EMPLOYEE BENEFITS

Maverick has designed a comprehensive benefits program designed to meet the needs of you and your family.

In general, Maverick employees are employed on an exclusive, full time basis and are eligible for the benefits described in this Handbook. In certain circumstances, Maverick employees may also be employed on a part time basis. In general, part time employees are expected to be present in a Maverick office during three days of each regular work week and to devote the equivalent of one additional day each week to Maverick business while in or out of the office. Such part time employees are generally eligible for the benefits described in this Handbook (except as otherwise noted). If you work on a less than full time basis, however, you should consult a member of the Human Resources Department or the definitive benefit documents to determine eligibility for any benefit described in this Handbook and the terms of that benefit in your particular circumstances.

Maverick benefits and policies include:

- Health Care
 - Medical
 - Dental
 - Vision
 - Continuation of Health Coverage under Federal Law
- Leaves
 - Vacation Benefit
 - Annual Holidays
 - Sick Leave
 - Childbirth Leave
 - Bereavement Leave
 - Family/Medical Leave of Absence
 - Sabbatical Leave
 - Other Leave
- Life Insurance and Accidental Death & Dismemberment Insurance
- Long-Term Disability (LTD) Insurance
- Business Travel Accident Insurance
- Business Travel Identity Theft Protection
- Business and Personal International Travel Assistance
- Salary Continuation Plan
- 401(k) Plan
- Deferred Profit Sharing Plan
- Charitable Contribution - Matching Program
- Financial Planning
- Employee Advisory Services
- Other Benefits
 - Adoption Assistance
 - Dependent Care Spending Account
 - Medical Flexible Spending Account
 - Transit Flexible Spending Account
 - Receipt of Pay
 - Evening Transportation and Meals
 - Health Club Dues
 - Education Assistance Program
 - Workers' Compensation Insurance
 - Investment in Maverick Funds

Except as required by law, Maverick may at any time revise the terms of any of its benefit programs (including eligibility standards) or may suspend or terminate any benefit in its sole discretion.

EMPLOYMENT POLICIES

Maverick has also adopted certain policies to enhance the quality of its work environment, to comply with legal obligations and to safeguard the interests of its clients. You must comply with the policies described herein. If you suspect or become aware of a violation of these policies or any other irregularity in the conduct of Maverick's business, you should notify Maverick's senior management, your supervisor or any member of Maverick's Legal and Compliance Team immediately.

- Confidentiality
- Non-solicitation
- Dress Code
- Attendance & Punctuality
- Travel & Business Expense; Mileage Reimbursement
- Maverick Relationship
- Equal Employment Opportunity Policy
- Harassment Policy
- Personal Relationships
- Termination of Employment
- Complaint Resolution Procedures
- Drug-Free Workplace Policy
- Other Policies
 - Visitors
 - Weapons and Firearms
 - Reasonable Accommodation
 - Personal Security
 - References

Maverick reserves the right to amend, modify, suspend, withdraw or terminate these policies, benefits and the benefit plans at any time.

EMPLOYEE BENEFITS

HEALTH CARE

Medical Coverage

Maverick pays the full cost of medical insurance premiums for you and your eligible dependents. You must complete and return an enrollment form to Maverick's HR Department within 31 days of your first day of work for your coverage to begin. The following is a brief description of your medical coverage benefits. Please refer to plan documents for further details.

The Maverick Employee Health Benefit Plan offers you the choice of using health care providers that participate in the United Healthcare Options PPO Network or providers outside the network. You do not need to make a choice between in-network and out-of-network care when you enroll in the plan. You make this decision each time you use the medical benefit. If you choose an in-network provider you will be eligible for a higher level of benefits because

each provider has agreed to contracted rates for their services. You cannot be billed for any amounts over the contracted in-network rate. If you choose an out-of-network provider, it will likely be at a greater cost to you because the coinsurance you pay is generally higher than that paid with respect to an in-network provider. Additionally, out-of-network providers do not have contracted rates with the network and can bill you for any amount that the Plan does not pay, including amounts based on fees in excess of those recognized as "usual and customary" by the Plan.

The Provider Directory lists participating physicians in the United Healthcare Options PPO Network. The United Healthcare Options PPO is a nationwide PPO which makes your benefits available throughout the U.S. To find a doctor, log onto the Internet site for the directory at www.umar.com but always be certain to verify network participation directly with the provider in advance of services. Please see the Employee Health Benefit Plan Summary Plan Description for further detail of benefits, deductibles, out-of-pocket maximums and other amounts that you may be required to pay. *Please be aware that precertification is required before non-emergency hospital admissions and within two calendar days of an emergency hospital admission. Failure to obtain precertification may result in reduced benefits.*

Medical insurance premiums paid by Maverick are not taxable to employees.

Dental Coverage

Maverick pays the full cost of dental insurance premiums for you and your eligible dependents. You choose the dental providers who will provide you and your covered dependents with dental care. The plan pays 100% for preventive and 80% for basic care after a \$50 deductible is met (\$50 for an individual; \$100 for a family). Restorative care is paid at a rate of 60% for major services. Orthodontics are paid at a rate of 50% with a lifetime maximum of \$2,000 for each eligible individual. Benefits are paid at the same level regardless of whether an in-network or out-of-network provider is chosen; in-network providers have agreed to provide certain discounts on covered services which may reduce your out-of-pocket expenses. See Summary Plan Description for more details.

Vision Coverage

Vision care is covered under the Maverick Employee Health Benefit Plan. The plan will reimburse you for vision expenses (including certain costs of corrective surgical procedures) incurred by you and each eligible dependent. The reimbursement is subject to certain limitations. See Summary Plan Description for more details.

Continuation of Health Coverage Under Federal Law (COBRA)

If you resign or are terminated from Maverick or if your work hours are reduced, and this event makes you or your dependents no longer eligible to participate in our Employee Health Benefit Plan, you and your eligible dependents may have the right to continue to participate for up to eighteen (18) months at your personal expense. If you qualify as disabled under the Social Security Act, you may be entitled to continuation coverage for up to twenty-nine (29) months. Your eligible dependents may be able to extend coverage, at their expense, for up to a maximum

of thirty-six (36) months in the event of your death, divorce, legal separation, or enrollment for Medicare benefits.

Please consult your Summary Plan Description for the Employee Health Benefit Plan for more details on COBRA and the protection afforded to you under federal law.

LEAVES

The following summarizes the paid and unpaid leave benefits provided by Maverick. Unless otherwise authorized by Maverick's senior management, the period of any leave benefit that is expressed in terms of months or weeks is generally not adjusted to reflect the occurrence of holidays or other events during the leave period. Subject to applicable law, leave benefits do not vest. Leave benefits subject to required vesting under law vest ratably over the relevant period. Therefore, if you voluntarily or involuntarily terminate your employment prior to taking a leave, you are not entitled to any pay in lieu of that leave.

Vacation Benefit

You are generally eligible for fifteen days of paid vacation per year. If you have been employed for more than five years or are a Managing Director, you are eligible for twenty days of paid vacation per year. If you have been employed for more than ten years or are a current or former Limited Partner, you are eligible for twenty-five days of paid vacation per year. If you work part time, you should consult with the HR Department concerning the application of the Vacation Benefit to your circumstances.

Years of employment are based upon your start date with the Company. Employment with any entity related to Maverick will be counted as Maverick employment as long as there is no break in employment with Maverick or a related entity. Vacation for one year may be carried over for three months into the next vacation year. Any vacation not used within three months after the end of the vacation year is lost. Vacation year is defined as the date of hire and the twelve months following.

Vacation leave is currently on the honor system. Clear vacation days with your immediate supervisor and keep track of the number of vacation days you take each year.

Annual Holidays

Maverick will be closed on any day the U.S. security exchanges are closed.

Sick Leave

You will receive five paid days per year (based on your anniversary date) to use as sick leave.

Sick leave is provided if you are unable to work because of illness or disability or need to take care of a dependent family member who is ill. Unused sick days may not be carried over into the next year and may not be used as vacation or personal days. You may use available vacation days if you have no more available sick leave days.

The Company may require proof, satisfactory to it, of any circumstance requiring use of sick leave as a condition of this leave.

Childbirth Leave

Maverick provides Childbirth Leave of Absence with pay to mothers who are temporarily unable to work due to a disability related to pregnancy, childbirth or adoption. You should make requests for childbirth leave to your supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. You will normally be granted paid leave for the period of the disability, up to a maximum of 12 weeks within any 12 month period. Vacation leave may not be taken immediately prior to or following Childbirth Leave unless specifically approved at the time your request for Childbirth Leave is made.

So that your return to work can be properly scheduled, you are requested to provide Maverick with at least two weeks advance notice of the date you intend to return to work.

Paternity Leave

Fathers will receive five paid days within any 12 month period to use in connection with the birth and care of newly born or adopted children.

Bereavement Leave

You will receive three paid days per year (based on your anniversary date) to use as bereavement leave.

Bereavement leave may be used in relation to the death of an immediate family member. For the purposes of bereavement leave, "immediate family" includes your spouse, child or stepchild, parent, sister, brother, sister or brother in-law, mother or father in-law, son-in-law or daughter-in-law, grandparents, and grandchildren.

Unused bereavement days may not be carried over into the next year and may not be used as vacation or personal days. You may use available vacation days if you have no more available bereavement leave days.

The Company may require proof, satisfactory to it, of any circumstance requiring use of bereavement leave as a condition of this leave.

Family/Medical Leave of Absence

Maverick provides eligible employees with up to 12 workweeks of unpaid leave during a 12-month period for certain family and medical reasons in accordance with the principles of the Family and Medical Leave Act ("FMLA"). The Company's FMLA policy is administered in accordance with applicable state and federal laws. General information about FMLA leave is provided below. Please contact the HR Department for additional information regarding available family and medical leave.

- You are eligible to take up to 12 workweeks of FMLA leave within a rolling 12-month period if you have been actively employed by the Company for at least 12 months and have worked at least 1,250 hours during the preceding 12 months.
- In calculating your FMLA entitlement, the rolling 12-month period is measured backward from the date you use any FMLA leave. If eligible, you may request more than one FMLA leave within a 12-month period, but the total amount of FMLA leave taken by you cannot exceed 12 workweeks in any 12-month period. Each time you take FMLA leave, your remaining FMLA entitlement is the balance of the 12 workweeks which has not been used during the immediately preceding 12 months.
- FMLA leave may be taken for any of the following reasons:
 - To care for a child after birth, adoption, or placement with you for foster care (within 12 months following the birth, adoption, or placement).
 - To care for your spouse, child, or parent with a serious health condition; or
 - Due to your own serious health condition that renders you unable to perform the functions of your position.
- Under the FMLA, your children are your biological or adopted children, foster children, stepchildren, legal wards, or children for whom you provide day-to-day care or financial support.
- You may request intermittent leave or a reduced work schedule in order to care for a covered family member with a serious health condition or if you have a serious health condition that warrants such a request based on certified medical necessity.
- If FMLA leave is planned in advance, you are required to provide the Company with at least 30 days' notice prior to an anticipated leave date. If 30 days' notice is not possible, you are required to provide the Company with notice of a need for FMLA leave as far in advance of the need for leave as possible (normally within two business days of when the need for leave becomes known to you). Whenever possible, and subject to the healthcare provider's approval, absences for planned medical treatment should be scheduled in advance so as not to unduly disrupt the Company's operations.
- If you require FMLA leave due to a serious health condition affecting you or your covered family member you will be required to furnish the Company with medical certification from a health care provider establishing a need for the leave. The medical certification should include, at a minimum, the date on which the health condition began, a diagnosis, the probable duration of the condition, an estimate of the amount of time off needed to care for the family member or because of your health condition, and confirmation that the nature of the condition warrants you to be away from work to care for yourself or a covered family member. You may also be required to provide additional physician's statements at the Company's request, including a fitness-for-duty certificate prior to return to work. Further, the Company may require that you or covered family member with a serious health condition submit to a medical examination by a physician designated by the Company at the Company's expense.

- In order to facilitate your return to work, we also ask that you provide the Company with reasonable notice of your intended return date.
- You are required to take all applicable accrued paid leave (e.g., vacation or sick leave) concurrent with FMLA leave, substituting paid leave for any otherwise unpaid FMLA leave until all applicable paid leave is exhausted. Once such benefits are exhausted, the balance of the leave will be without pay, unless you are eligible for salary continuation, disability pay or workers' compensation benefits.
- All Company benefits that operate on an accrual basis (e.g., service credits, retirement) will cease to accrue during any period of FMLA leave which is unpaid.
- While on FMLA leave, the Company will continue your group health insurance benefits under the same terms as if you continued work. (Other benefits, such as 401(k) and life insurance, will be governed in accordance with the terms of each benefit plan.)
- Eligible employees are entitled on return from FMLA leave to be reinstated to their former positions or to equivalent positions with equivalent employment benefits, pay, and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (e.g., if your position is no longer available due to a job elimination). Exceptions may also apply for certain highly compensated employees under certain conditions. In addition, if you do not return to work after you are no longer eligible for FMLA leave, reinstatement is not guaranteed.
- The Company will make reasonable accommodations for your disabilities with respect to granting FMLA leaves and assisting you in returning to work in accordance with applicable laws.

Military Leave

Maverick provides eligible employees with unpaid leave in accordance with the principles of FMLA regulations issued to incorporate military family leave entitlements under the National Defense Authorization Act for Fiscal Year 2010 ("NDAA"). The Company's military leave policy is administered in accordance with applicable state and federal laws. Please contact the HR Department for specific information regarding available military leave.

- **Military Caregiver Leave** – Provided that you meet eligibility requirements under FMLA, you may take up to 26 workweeks of Military Caregiver Leave within a rolling 12-month period to care for your spouse, child, parent or a servicemember for whom you are the next of kin who is (i) a member of the Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty or for an existing injury aggravated by active-duty service that rendered the servicemember medically unfit to perform the duties of his/her office, grade, rank or rating, in either case, whether or not the illness or injury manifested itself before the service member left the Armed Forces, or (ii) an individual who formerly served in the active military, Naval or Air Service who

did not receive a dishonorable discharge and who is undergoing medical treatment, recuperation or therapy for a “qualifying” injury or illness (as the Department of Labor shall, by regulation, determine) if the treatment necessitating Military Caregiver Leave occurred within five years after such individual leaves the Armed Forces.

- **Qualifying Exigency Leave** – Provided that you meet eligibility requirements under FMLA, you may take up to 12 workweeks for any qualifying exigency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that your spouse, child or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces to serve in a foreign country. Time taken as Qualifying Exigency Leave is counted under your normal 12 workweeks of FMLA leave.

Sabbatical Leave

We recognize the value of our employees and have established a sabbatical leave program to give you a chance to "re-charge."

You are generally eligible for paid sabbatical leave of one calendar month or four consecutive weeks following each period of five years of continuous service. Leave may be taken, with prior approval, during the forty-eight months following attainment of each five-year marker. If you work part time, you should consult with the HR Department concerning the application of the Sabbatical Leave benefit to your circumstances.

A written request for sabbatical leave approved by your supervisor must be submitted to the HR Department through the UltiPro system at least two (2) months prior to the requested leave date. Each sabbatical leave must be separated by at least sixty months from the next sabbatical leave. In the event that you voluntarily decline to take a sabbatical leave during the forty-eight month period following attainment of a five-year marker, the right to such leave will be relinquished without pay. Management retains the right to require a deferral or other change in the leave after taking into account current business conditions as well as the impact of the leave on employee or group job performance, taking into account other employment leave.

Benefits such as 401(k), medical, dental, life insurance, salary continuation and long-term disability will continue as if you were actively working. Accrual of service time will also continue during the authorized leave. Vacation leave may not be taken immediately prior to or following a sabbatical leave unless specifically approved at the time your request for sabbatical is made.

Other Leave

You will be granted other leave (e.g., for military service, jury or witness duty, to vote, etc.) in accordance with applicable laws.

LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT

Basic Life Insurance and Basic Accidental Death and Dismemberment (AD&D) Insurance coverages are provided at no cost to you. You are enrolled at three times your base salary and prior year bonus up to a maximum of \$750,000 for both basic life and AD&D

coverage subject to insurability for any amount in excess of \$500,000. AD&D insurance provides you with coverage if you suffer loss of limb or eyesight or die as the direct result of an accidental injury. In the event of death, this benefit is in addition to your basic life insurance benefit. Please consult the plan documents for more information including additional benefits and important exclusions to coverage.

You must complete a Beneficiary form and return it to the HR Department within 30 days of your first day of work. You are entitled to exclude from taxable income the employer paid premiums on group term life insurance up to a death benefit of \$50,000. Any employer paid premiums in excess of this amount will be taxable to you.

LONG-TERM DISABILITY

Long-Term Disability (LTD) coverage automatically begins on your first day of work at Maverick.

You may be eligible for benefits under this coverage if you become disabled while working for Maverick and are disabled for more than 120 days (benefits during the first 120 days may be paid under the Salary Continuation Plan discussed elsewhere in the handbook). Eligibility for benefits is determined by the provider of the LTD plan.

LTD benefits are based on your basic monthly insured earnings at the time you become disabled and are determined based on your regular monthly pay, excluding overtime, plus a monthly pro rata portion of any bonus received in the prior 12 months.

If your claim is approved, your LTD benefit will be up to 60% of your basic monthly insured earnings, up to a maximum of \$15,000, reduced by certain offsets. The minimum monthly benefit is \$100.

If you are able to work while partially disabled, your benefits may be adjusted to account for your earnings. Similarly, disability benefits payable under other group or government plans (Social Security or workers compensation, for example) will be offset against the benefit provided under this plan. Please see the plan documents for additional details, definitions, limitations and exclusions.

Maverick pays the full cost of coverage under the LTD plan. The premiums for coverage will be included in your taxable income. As a result, the benefits payable under this plan are tax free. Coverage under this plan is not available to dependents.

For more information, contact the HR Department.

BUSINESS TRAVEL ACCIDENT INSURANCE

While traveling or relocating for authorized Maverick business, you and your family are covered by the Business Travel Accidental Insurance Plan through CHUBB at no cost to you (subject to certain group limitations below). If you or your family member die in any sudden or unforeseen accident while traveling on Maverick business the benefits payable are as follows:

Accidental Loss of Life

All active Full-time Employees	\$500,000
The Spouse or Domestic Partner of Employee	\$150,000
The Dependent Child of Employee (under 25)	\$ 50,000

If as a result of such an accident, you or your family member are seriously injured or dismembered, the benefits payable are a percentage of the principal sum stated above depending on the severity and permanence of your injuries. Contact the HR Department for the schedule.

Losses resulting from illness or disease, or medical or surgical treatment of an illness or disease, are not covered, unless the illness or disease was the result of a "covered accident." Other limitations on and exclusions from "covered accidents" are discussed in the plan documents. Benefits relating to the accidental loss of life or injury of your spouse and dependents are available if they are traveling with you on Maverick business at Maverick's request and expense. There is a maximum group benefit per accident. If amounts payable as a result of a single accident exceed the group limit, the amount payable to each insured person is proportionately reduced.

You are automatically enrolled in this Plan on your first day of work at Maverick. There are some additional benefits and important exclusions to coverage contained in the plan documents. Please contact the HR Department for more information.

The Business Travel Accident Insurance Plan also provides coverage for personal excursions that coincide with Maverick business or relocation travel. Personal excursion coverage is limited to the consecutive 7 day period immediately prior to or following such business or relocation travel.

BUSINESS TRAVEL IDENTITY THEFT PROTECTION

CHUBB provides identity theft protection for employees traveling on Maverick business. For 24/7 fraud support, call 1-866-299-7277. ID Theft Protection for business travelers provides assistance with canceling and replacing lost or stolen cards, locating the local Embassy or Consulate to replace lost documents such as your passport or visa, and contacting your family or friends. Further information can be found on MavNet and in UltiPro.

BUSINESS AND PERSONAL INTERNATIONAL TRAVEL ASSISTANCE

As part of the Business Travel Accident Insurance coverage, you also have available to you a network of benefits for business and personal international travel provided by Europ Assistance. This includes a 24/7 hotline (1-888-987-5920 or collect 1-240-330-1571 from certain countries) that you can use when traveling abroad to find the nearest and most appropriate healthcare. Additionally, there is an unlimited (100% of the cost incurred) medical evacuation benefit, should you get seriously ill or be seriously injured while traveling abroad and have an immediate medical need to be evacuated to the closest Europ Assistance approved hospital provider. Europ also provides assistance in replacing lost or stolen travel documents, establishing contact with family, personal physicians or Maverick and in coordinating interpretation services or emergency fund transfers. The travel assistance card and online

registration information can be located on MavNet or in UltiPro. Please contact the HR Department for more information.

SALARY CONTINUATION PLAN

The Salary Continuation Plan pays benefits if you become disabled. The benefit is generally paid at a rate of 100% of salary for 120 days, generally commencing on the first day in the case of an accident and immediately following the use of all remaining sick leave days in the case of an illness. Absences related to childbirth are covered under Childbirth Leave, above. If you are disabled longer than the benefit provided under Childbirth Leave, then this benefit may become effective upon expiration of Childbirth Leave for a total period (including the period of Childbirth Leave) of not more than 120 days. After 120 days, your eligibility for benefits under Maverick's Long-Term Disability coverage will be reviewed by the LTD carrier.

If you are receiving benefits under the Salary Continuation Plan, the Company will continue your group health insurance benefits under the same terms as if you continued to work. Your eligibility for other benefits, such as 401(k) and life insurance, while receiving Salary Continuation benefits will be governed in accordance with the terms of each such benefit.

The Company may require proof, satisfactory to it, of any circumstance requiring use of this benefit.

401(k) PLAN

The Maverick Capital, Ltd. 401(k) Plan was created as a vehicle to help you plan for a financially secure future by setting aside pre-tax amounts ("traditional" 401(k) deferrals) that can grow tax deferred until retirement. The Plan also allows for Roth 401(k) deferrals. With a Roth 401(k) deferral, contributions are made on an after-tax basis, but the Roth 401(k) contributions and, in the case of a qualified distribution, the earnings on those contributions are not subject to federal income taxes when distributed to you. You should review the plan documentation carefully and consult with a financial or tax advisor to see which method (a traditional or Roth 401(k) deferral) would be more beneficial. You may contribute to the 401(k) Plan on a traditional or Roth 401(k) basis up to the maximum contributions allowed by the Internal Revenue Service ("IRS"). Additionally, you may make additional non-Roth 401(k) after-tax contributions to the Plan subject to limits set by the IRS. The earnings on these after-tax contributions grow tax deferred until retirement. Limits are periodically revised and adjusted.

If you are eligible, Maverick will make a matching contribution to your account at the end of each Plan quarter based on the pre-tax and Roth 401(k) contributions you made to the Plan during that quarter. You must be employed with Maverick on the last day of the Plan quarter to be eligible for the match, and it vests to you immediately. The match is currently set at 100% of your traditional and Roth 401(k) contributions made during the quarter and will be placed in a separate account that follows the provisions of a traditional 401(k) deferral (i.e. will grow tax-deferred until retirement). The matching provisions do not apply to any additional non-Roth 401(k) contributions you make.

You are eligible to enroll in the Plan on your date of hire. Once the Plan's record keeper is notified that you are an employee, you will be activated for online system access at

<https://assetmanagement.bokfinancial.com/> where you must go to make your investment elections. For more information, please call the HR Department. Your contributions to the 401(k) Plan will be made in UltiPro and start as soon as administratively possible. Depending on your payroll schedule and how quickly you enroll, contributions may begin as soon as the next pay period.

DEFERRED PROFIT SHARING PLAN

The Deferred Profit Sharing Plan was created in recognition of the efforts of Maverick employees. Under the terms of this Plan, Maverick will allocate a portion of its profits to the Plan on an annual basis. This total allocation will then be allocated among all qualified participants based on predetermined allocation factors. All allocated amounts will appreciate or depreciate based on a blended index of funds managed by Maverick. This index and the weighting therein, may be changed from time to time at the sole discretion of Maverick. Distributions of profits, and any accumulated earnings on those profits, will generally be made to the participant ten years after the year in which the profits were allocated. Minimum vesting periods also apply. Refer to the Plan documents for further details.

All employees (excluding Partners and Managing Directors of Maverick and select other employees as further defined in the Plan document) employed on or after the Effective Date are eligible to participate in the Plan. An employee must be employed on December 31st of any year in order to receive an allocation for that year.

CHARITABLE CONTRIBUTION - MATCHING PROGRAM

The Partners and Managing Directors of Maverick have elected to donate a portion of their compensation to form Maverick Capital Charities ("MCC"). MCC in turn will make an annual contribution to the Maverick Capital Foundation ("MCF"). MCF will support charitable organizations in the communities in which Maverick operates and establish an endowment for future charitable funding. Maverick would like to give you an opportunity to participate in the Company's charitable activities and to leverage the benefit of your personal contributions. To accomplish this, Maverick has established the Maverick Matching Program. Under this program, any contribution you make to a qualified charitable organization will be matched by MCF. The details of the Matching Program are described below. Only contributions made while you are employed by Maverick are eligible to be matched.

When you make a contribution to a qualified charitable organization, MCF will make a matching contribution to that charity; provided however that the tax deductible portion of a contribution to an eligible charity must be at least \$50 in order for the contribution to be matched. For every dollar you contribute, MCF will contribute three dollars. The maximum matching amount paid by MCF will be limited to \$15,000 per employee, per calendar year. Donations of household items or other hard to value items will not be matched.

In general, charitable deductions which are deductible for income tax purposes are eligible for matching. However, the matching program will not match contributions to:

- affiliated education or religious organizations – an educational or religious institution will be deemed to be affiliated if a family member is an alumnus or current student, if a family member is a member of the church/synagogue/other religious institution or if the donor otherwise receives some other service or benefit from the institution; or
- any other organization deemed inappropriate by MCF.

Any questions regarding the program should be directed to the Matching Program Coordinator. Current information concerning the program and forms for requesting matching contributions are available on the Maverick Intranet. A request form must be submitted prior to January 31st of the year following your contribution in order for your contribution to be matched.

Maverick retains complete discretion over the terms and operation of the Matching Program. The program may be discontinued or the terms may be changed at any time.

FINANCIAL PLANNING

The Financial Planning benefit was created to help you plan for the future. Maverick will reimburse you on a one-time basis for one-half of the initial fee of a qualified financial advisor for the review and preparation of a financial plan (maximum of \$500.00 reimbursement). You should submit a receipt from your financial advisor to claim reimbursement. This should be approved by your supervisor and submitted to the HR Department no later than December 9 of each year. *The amounts paid on your behalf will be included in your taxable income.*

EMPLOYEE ADVISORY SERVICES

You and your immediate family members are automatically enrolled in LifeWorks. The advisory service provides access to information, counseling and referrals as follows:

- **Legal Counseling** - divorce, criminal, landlord, real estate, wills, creditor issues, estate matters, etc.;
- **Personal Financial Counseling** - debt and credit counseling, personal and household budgeting, consumer rights and laws;
- **Financial Planning** - investment education, planning for retirement, insurance, college, taxes and estate;
- **Childcare Services** - child development, adoption, childcare and tax credits;
- **Personal and Family Counseling** - mental health, depression, conflicts, grieving, parenting, and other personal and family problems;
- **Counseling for Work-related Issues** - interpersonal conflicts, job performance, career advancement and direction;
- **Recuperative care, Short-term care, Long-term care** - education, information and referrals;
- **Eldercare** - information, counseling, and referrals to assist with the care for aging and dependent adults anywhere in the country;
- **Wellness Portal** – nutrition, food logs, health and fitness information, tools and resources.

These benefits are available to you, your spouse, your children, your parents, your spouse's parents and extended family members. You may contact LifeWorks at 888-267-8126 or access their website at www.lifeworks.com. LifeWorks respects your privacy, confidentiality, and anonymity, online as well as on the phone. To ensure complete confidentiality and anonymity, all employees of Maverick will log on using the same User ID and Password. (User ID - maverick, Password - lifeworks).

OTHER BENEFITS

Adoption Assistance

Maverick will reimburse you for qualified adoption expenses (determined by the IRS) up to \$10,000 per adoption with a lifetime maximum of \$20,000. Maverick will exclude these payments from your taxable income to the extent allowed by applicable tax laws.

Dependent Care Spending Account

The Dependent Care Spending Account gives you the opportunity to pay for dependent care services with pre-tax dollars so that you (and your spouse, if you are married) can work. Below is an overview of the plan. Refer to the plan documents for further details.

You may use the account to pay for eligible expenses for your dependent who is:

- under age 13; or
- any age and physically or mentally incapable of taking care of himself or herself (this includes your child, spouse, or parent who is physically or mentally handicapped).

Some common eligible dependent care expenses include:

- day care services in your home, someone else's home, or at a day care facility;
- education expenses if your child is not yet in the first grade (for example, nursery school); and
- day camp expenses for children under age 13.

The maximum amount you may elect to have set aside pre-tax is \$5,000 per year. The election must be made during the annual enrollment period that ends prior to the year in which the costs are to be incurred. *Any amounts not used by year-end must be forfeited.*

Medical Flexible Spending Account

The Medical Flexible Spending Account gives you the opportunity to pay for medical services with pre-tax dollars. Below is an overview of the plan. Refer to the plan documents for further details.

You may use the account to pay for diagnosis, cure, treatment or prevention of disease but generally not for cosmetic surgery or similar procedures. Reimbursement will be limited to expenses incurred primarily for the prevention or improvement of a physical or mental defect or

illness. Your co-payments, deductibles and co-insurance are eligible for reimbursement. An expense that is merely beneficial to your general health is not eligible for reimbursement.

The maximum amount you may elect to have set aside pre-tax is \$2,600 per year. The election must be made during the annual enrollment period that ends prior to the year in which the costs are incurred. You have until March 31 of the subsequent year to submit claims for reimbursement. In addition to the maximum \$2,600 elected contribution, you are allowed to carryover up to \$500 that was unused from your prior year's Medical Flexible Spending Account. Because you have until March 31 of each year to submit the prior year's claims for reimbursement, the amount of any such carryover will be determined on and won't be available to fund current year reimbursements until April 1.

Transit Flexible Spending Account

The Transit Flexible Spending Account gives you the opportunity to pay for transit and parking expenses with pre-tax dollars. Below is an overview of the plan. Refer to the plan documents for further details.

You may generally use the account to pay for parking expenses you incur at or near the office and transit expenses you incur for transportation on a bus, subway, train or ferry while you commute to work.

The maximum amount you may elect to have set aside pre-tax is \$255 per month towards transit expenses and \$255 per month towards parking expenses. The election must be made during the annual enrollment period that ends prior to the year in which the costs are incurred. Amounts not used by year-end may be carried over into the subsequent year.

Domestic Partner Benefits

Your domestic partner and domestic partner's children may be eligible for certain benefits including medical, dental and vision coverage under the Maverick plans. *Premiums paying for coverage of a domestic partner and any eligible children of that partner are generally taxable to you.* Please contact the HR Department for more information on these benefits and eligibility.

Education Assistance Program

Maverick will reimburse you for tuition and related fees upon successful completion of pre-approved job-related course work. The costs of books and supplies are not reimbursed.

To qualify for reimbursement, you must submit a written request to the HR Department and receive approval before enrolling in a course. Once you have successfully completed a pre-approved course, you should submit a transcript reflecting the grades received and your request for reimbursement to the HR Department. Reimbursement of amounts paid may be conditioned upon the grades you receive or other criteria established at the time of pre-approval. *Maverick will exclude these reimbursements from your taxable income to the extent allowed by applicable laws.*

After-Hours Transportation

Maverick will pay or reimburse for after-hours transportation if an employee works past 8:00 P.M. as follows:

- if an employee works in the New York office and lives in New York City, Maverick will pay for a taxi or the use of a car service to the employee's home after 8:00 P.M.;
- if an employee works in the New York office and lives outside of New York City, Maverick will pay for a taxi or the use of a car service from the office to the closest public transportation point from 8:00 P.M. to 9:00 P.M. After 9:00 P.M., you may take a taxi or car service directly home; or
- if public transportation is not available or not safe to use.

After-Hours Meals

Maverick will pay or reimburse for the reasonable cost of meals for employees required to work in the office past 8:00 P.M. or during a holiday or weekend. See the Maverick Travel and Business Expense Policy for further information.

Health Club Dues

Maverick will reimburse you on a one-time basis for one-half of initiation fees (maximum of \$400.00 reimbursement). Maverick will reimburse up to \$195.00 per month for you to have an individual membership at one health club, fitness studio or subscription service. The primary benefit must be to promote your overall mental and physical health and cannot inherently involve risks of injuries (i.e. skydiving, boxing, horseback riding, etc.). Receipts should be submitted within a reasonable time frame after being incurred, subject to the following:

- Expenses must be incurred and paid for while employed with Maverick;
- Receipts may be submitted twice a year for reimbursement; and
- The amounts reimbursed to you will be included in your taxable income.

Investment in Maverick Funds

Certain Maverick employees may be eligible to invest in Funds managed by Maverick without regard to certain legal requirements that would otherwise apply. Maverick will advise you if you are eligible. Any questions concerning the legal requirements for investment in the Maverick Funds should be addressed to the Legal and Compliance Group. Other questions concerning such investment should be addressed to the Investor Relations Department. Employees who invest in Maverick Funds may be required to withdraw their investments if their Maverick employment is terminated.

Receipt of Pay

You will receive a paycheck semi-monthly on the 15th and the last business day of each month. You can have your paycheck directly deposited to the banking institution of your choice.

Contact the HR Department for more details. If the pay date falls on a weekend or a holiday, paychecks are issued on the day previous to the weekend or bank holiday.

Workers' Compensation Insurance

The Company provides workers' compensation insurance coverage for you in the event of a work-related injury or illness. The amount of benefits payable and the duration of payment depend on the nature of your injury or illness and the applicable state laws.

It is your responsibility to report any accidents or injuries that occur while on the job and any work-related illness to your supervisor and the HR Department as soon as possible. This ensures that the Company can assist you in obtaining appropriate medical treatment. Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits in connection with the injury or illness.

In certain states, including Texas, you may elect to retain your common law right of action if, no later than five days after beginning employment, you notify the Company in writing that you wish to retain your common law right to recover damages for personal injury. If you elect to retain your common law right of action, you cannot obtain workers' compensation income or medical benefits if you are injured.

EMPLOYMENT POLICIES

CONFIDENTIALITY

In connection with your work at Maverick, Maverick will provide you with substantial amounts of Confidential Information. "Confidential Maverick Information" means all non-public information regarding Maverick, its business and the Maverick Funds, including information concerning:

- the identity of past, current or prospective investors in any Maverick Fund or other information concerning any such investors, including the amounts invested;
- any current, past or prospective investment position or trading activity of any Maverick Fund;
- Maverick's profitability, revenues or gross or net income or compensation;
- Maverick's investment performance, amount or growth of assets under management, and strategies and philosophies;
- the investment performance of any Maverick Fund;
- Maverick's trading and brokerage relationships and arrangements, research resources and investment procedures;
- Maverick's portfolio and company models and internal marketing materials;
- Maverick's accounting or operating procedures or systems, or any agreement, document or contract to which Maverick is a party;
- the compensation of any Maverick partner or employee (including your own) or any other aspect of your employment at Maverick; or
- the identity of companies that are on Maverick's Restricted List.

Confidential Maverick Information also includes information relating to any portion (by sector, term or other component) of any of the foregoing.

Because Maverick's business is highly competitive, disclosure of this Confidential Maverick Information to competitors or others could substantially harm Maverick. You therefore agree that during or after your association with Maverick:

- you will not use Confidential Maverick Information for your personal benefit at any time; and
- you will not communicate Confidential Maverick Information in any manner or form at any time to any outside party, including: relatives, friends, members of the media; future and former employers and peers; prospective or former Maverick partners or employees; prospective, current or past Maverick Fund investors; or any person associated with any brokerage firm, investment manager or any other financial institution.

You are not, however, prohibited from:

- disclosing Confidential Maverick Information to others in accordance with Maverick's approved business practices or with Maverick's express consent;

- disclosing Confidential Maverick Information relating to your employment, including your compensation, to (i) a financial institution which requires disclosure of such information in connection with an extension of credit, (ii) tax or other governmental authorities which are authorized to require disclosure of such information pursuant to applicable law, or (iii) your legal counsel, a bona fide financial planner or a member of your family who understands and agrees to respect the confidentiality of such information; or
- engaging in personal investment activities which otherwise comply with Maverick's Compliance Manual; provided that you may not use Confidential Maverick Information in a manner that is intended to allow you or others to profit from advance knowledge of Maverick's trading activities ("front running") or to systematically follow or replicate any portion of Maverick's trading.

NON-SOLICITATION

During the time that you are a Maverick partner or employee and for two years thereafter, you agree that you will not directly or indirectly solicit, entice or coerce any current or former Maverick partner or employee to seek employment (as an employee, partner, consultant, advisor or otherwise), or cause any such person to be so employed, by you or any organization in which you have a material involvement (as an employee, partner, investor, consultant, advisor or otherwise).

During the time that you are a Maverick partner or employee and for two years thereafter, you agree that you will not directly or indirectly solicit or accept investments from, or make investment recommendations to, any Maverick Fund investor, any former investor in any such Maverick Fund who has withdrawn from such Maverick Fund within the previous twelve months or any affiliate of such an investor or former investor.

You may engage in an activity otherwise prohibited by this Section:

- if it relates solely to investment by members of your family and no fees are charged;
- if it:
 - occurs only after you have ceased to be a Maverick partner or employee;
 - is not based on Confidential Information; and
 - relates solely to a person who has become an investor in a Maverick Fund only after you have ceased to be Maverick partner or employee or as a result, in Maverick's reasonable judgment, of solicitation by you; or
- with Maverick's express consent.

DRESS CODE

Professional Appearance

The appearance of Maverick employees impacts how investors, co-workers, vendors and others view the Company. Moreover, dress standards for Maverick should reflect the pride and professionalism of our employees. Thus, in all circumstances you should maintain an

appearance that is professional, appropriate for the business environment and the result of good judgment.

Business Casual Attire

"Business Casual Attire" is an optional style of dress for everyone with the exception that men in New York **must** wear a dress shirt with a collar to which a tie could be added. On Fridays between Memorial Day and Labor Day, men in New York may wear a golf shirt. However, Business Attire (i.e., business suits for men and equivalent attire for women) is an equally appropriate style of dress. The key is to dress appropriately for the business setting. Therefore, you should "dress up" whenever the circumstances and good judgment dictate.

What Constitutes "Business Casual" Attire?

It is essential that employees who dress in Business Casual Attire understand and adhere to the Company's expectations for this standard of dress. At a minimum, Business Casual Attire should be neat, clean, pressed and in keeping with Maverick's high level of professionalism. Some specific examples of what "is" and "is not" appropriate Business Casual Attire for men and women are listed below. Since no list can be exhaustive, Maverick ultimately relies on you to use good judgment and dress in a manner that demonstrates your pride in yourself and the Company.

Examples of Appropriate Business Casual Attire:

- dress shirts (with or without ties; with or without jackets);
- knit golf or polo shirts, turtlenecks, sport shirts with collars, button-down casual shirts (in New York permitted Fridays only between Memorial Day and Labor Day);
- nice slacks or pants;
- dresses, skirts and blouses, jackets and nice slacks;
- sweaters, cardigans, vests, jackets, blazers; and
- hard soled business shoes, loafers, flats, heels.

Some specific examples of inappropriate Business Casual Attire are listed below, but ultimately it's a matter of common sense and good judgment.

Examples of Inappropriate Business Casual Attire:

- denim -- any type or color, including dresses, shirts, skirts, vests and/or slacks;
- overalls;
- athletic apparel such as sweatshirts, sweatpants, jogging suits, wind suits;
- shorts, skorts, cut-offs, leggings, stirrup pants, stretch pants, leather pants;
- halter tops and dresses, sun dresses;
- tight-fitting garments made of spandex, lycra or leather;
- t-shirts, tank tops, crop tops; and
- athletic shoes, tennis shoes, sneakers, hiking boots, casual sandals, clogs or flip-flops.

ATTENDANCE & PUNCTUALITY

To maintain a safe and productive work environment, Maverick expects you to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on Maverick. In the rare instances when you cannot avoid being late to work or are unable to work as scheduled, you should notify your supervisor as soon as possible in advance of the anticipated tardiness or absence. A failure without advance explanation to report for scheduled work for more than three consecutive days may be deemed to constitute an abandonment of your employment.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

REPORTING OF HOURS/TIME OFF

Non-Exempt employees are required to submit a record of their actual hours worked in UltiPro at the end of each time period. Contact the HR Department for detailed instructions. Overtime hours will be paid in accordance with federal regulations or as required by applicable state laws.

TRAVEL & BUSINESS EXPENSE; MILEAGE REIMBURSEMENT

At times, you may be required to travel or incur other expenses to perform your job duties. It is Maverick's intent to ensure you are able to travel at the safest possible standard while also ensuring that travel and business expenditures are consistent with Company objectives (see Business Travel Accident Insurance benefit description for information on travel-related benefits). Maverick provides reimbursement for reasonable business expenses incurred by you while traveling in connection with the conduct of Company business. This policy and guidelines to help you adhere to it are provided separately in Maverick's Corporate Travel & Business Expense Policy which may be obtained from your supervisor or from the accounting department.

If you are required to use your personal vehicle for Company business, Maverick will reimburse you at the current standard mileage rate allowed by the IRS. You will need to complete an expense report, as described in the Corporate Travel & Business Expense Policy, to receive reimbursement for mileage. Expense reports should be submitted to the accounting department.

MAVERICK RELATIONSHIP

You agree that:

- you will be candid and honest at all times in your dealings with Maverick;
- during or after your association with Maverick you will not disparage or criticize Maverick, the Maverick Funds, or any of their current or former affiliates, subsidiaries, partners, investors, officers, employees, agents, representatives, or attorneys at any time;

- you will not misrepresent your position during your association with Maverick and you will not hold yourself out as continuing to be associated with Maverick after that association has ended; and
- you will not publicly disseminate any description of Maverick or its affiliates or your role or duties with Maverick that is not acceptable to Maverick.

EQUAL EMPLOYMENT OPPORTUNITY

It is Maverick's policy to hire well-qualified people to perform the many tasks necessary in providing high quality investment management services. An integral part of this policy is to provide equal employment opportunity for all persons.

In this regard, Maverick (1) adheres to federal and local laws, regulations, and guidelines with regard to nondiscrimination against job applicants and Maverick employees, and (2) provides equal employment opportunity for all persons, including in its recruiting practices and its administration of all hiring, working conditions, benefits and privileges of employment, compensation, training opportunities for advancement, and terminations of employment, without regard to the person's age, race, religious creed, sex, color, national origin, ancestry, or mental or physical disability unrelated to the job to be performed. Further, in various jurisdictions, Maverick extends the protections to any other status or condition protected by the state or local law. All Maverick Personnel are expected to carry out their various job responsibilities in a manner that comports with Maverick's equal employment policy.

HARASSMENT

As part of its equal employment opportunity program, Maverick is committed to the principle that all of its employees should be able to enjoy a work environment free from all forms of discrimination and harassment, including, but not limited to, sexual harassment and harassment based on race, color, national origin, religion, gender, age, disability, and other bases of discrimination prohibited by law.

Federal law defines sexual harassment as unwelcome sexual advances, requests for favors, and/or other verbal, visual or physical conduct of a sexual nature where:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such an individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, or offensive working environment.

All Maverick Personnel are prohibited from offering, promoting, or granting preferential treatment to any employee or applicant for employment as a result of that individual's engaging in or agreeing to engage in sexual conduct. Likewise, all Maverick Personnel are prohibited from using an employee's or applicant's refusal to engage in such conduct as a basis for an employment decision affecting that individual. An intimidating, hostile, or offensive working

environment may be created by such circumstances as pressure for sexual activities, unwanted and unnecessary physical contact with another employee, verbal abuse of a sexual nature, the inappropriate use of sexually explicit or offensive language, or the display in the workplace of sexually suggestive objects or pictures.

Similarly, a racially hostile working environment may be created by such things as verbal abuse of a racial nature and the use of racially derogatory terms. Other hostile work environments may be created by the use of epithets, slurs or derogatory terms based upon an employee's color, national origin, religion, gender, age or disability.

If you believe that you have been a victim of harassment in any form by a supervisor, co-worker, client, vendor, or other visitor, report the incident to any partner, senior member of management, office manager or member of the HR Department immediately.

Maverick will investigate all allegations of discrimination and harassment in as prompt and confidential a manner as possible and will take appropriate corrective action when warranted. Any person who is determined by Maverick, as a result of such an investigation, to have engaged in discrimination or harassment in violation of this policy may be subject to appropriate disciplinary action, up to and including termination of employment. Further, retaliation in any form against an employee or applicant who complains of discrimination or harassment is strictly prohibited, and may itself be cause for appropriate disciplinary action.

PERSONAL RELATIONSHIPS

Maverick has established policies to ensure fair and consistent treatment of all Maverick employees. You should not supplement the amounts determined under these policies through personal payments of cash or cash equivalents (including reimbursement of non-business expenses) to or on behalf of another employee, nor should you solicit such a payment from another employee. This policy is not intended to preclude bona fide gifts on special personal occasions such as a marriage or birth of a child, or holiday gifts of nominal value.

You should not undertake a close personal relationship outside the workplace (whether or not sexual in nature) with any other employee if either is supervised by the other. In addition, you should not engage in any personal relationship with another Maverick employee if the relationship or the manner in which it is conducted could be disruptive to Maverick's business.

TERMINATION OF EMPLOYMENT

While we hope that our relationship will be a long and enjoyable one, you may terminate your employment, with or without notice, at any time for any reason or for no reason. Conversely, Maverick reserves the right to terminate your employment, with or without notice, at any time and for any reason or no reason.

The previous paragraph is intended to be a complete statement on the subject of termination of employment. It cannot be varied by any other portion of this Handbook, by any practice or policy not set forth in this Handbook, or by any future oral or written understanding or agreement.

COMPLAINT RESOLUTION PROCEDURES

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, if a situation persists that you believe is detrimental to you or to Maverick, you should follow the procedure described below for bringing your complaint to the Company's attention.

- You should first discuss the matter with your direct supervisor. However, you may need to bypass the normal process on occasion and contact the next level of management directly.
- If the matter is not resolved or fully explained by your direct supervisor, it should then be discussed with your department or sector head, as appropriate.
- If you still feel that the matter has not been resolved or clarified after having exhausted these efforts, then you should submit a written letter documenting the issue to any partner, senior member of management or member of the HR Department. The letter should outline specific issues in question and be signed. "Anonymous" letters will not be accepted for consideration. All decisions rendered at this level will be final.

Nothing in this section shall create a contractual right on the part of any employee. The above procedure should not be construed as preventing, limiting or delaying Maverick from taking disciplinary action against any individual in circumstances where Maverick deems disciplinary action appropriate.

DRUG-FREE WORKPLACE POLICY

The Company is dedicated to providing you with a safe and productive drug-free workplace. Abuse of alcohol or drugs in the workplace impairs the ability to perform one's job properly and can have serious adverse effects on the safety, efficiency and productivity of other employees and the Company as a whole. Every location where the Company does business is declared to be a drug-free workplace.

In connection, the following conduct is prohibited in the workplace or while otherwise engaged in business for the Company: (1) alcohol abuse or use (except where consumed in moderation at functions at which alcohol is served); (2) the use, sale, or possession of illegal drugs; and (3) the misuse of legal drugs (including inhalants). The unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance is strictly prohibited in the workplace. Likewise, you are prohibited from reporting to work while under the influence of alcohol or any drug that could adversely affect your job performance, jeopardize your safety or that of other persons, or endanger the Company's property.

This policy does not prohibit the lawful possession or use of prescription drugs taken as directed by your doctor or the possession or use of over-the-counter medications taken according to label directions. If the use of prescription or over-the-counter drugs according to direction may impair your ability to safely perform any requirements of the job you must tell your supervisor.

The Company supports a treatment and recovery approach that promotes concern for your health and the accomplishment of job tasks. Treatment, rehabilitation, and drug and alcohol abuse education may be available to you through health insurance or other Company sponsored sources, such as LifeWorks. You are encouraged to contact the HR Department for information regarding and assistance pursuing any treatment programs that may be available. The Company will attempt to reasonably accommodate and will maintain your confidentiality if voluntarily seeking assistance and/or treatment in a manner consistent with applicable law.

If you violate this policy, you may be subject to immediate disciplinary action, including (but not limited to) mandatory participation in a rehabilitation program or termination of employment.

As part of the Company's commitment to maintaining a drug-free workplace, the Company also reserves the right to require you to submit to random drug testing or testing based on a reasonable suspicion of individualized drug use in the workplace where permitted by law.

OTHER POLICIES

Visitors

Maverick allows visitors in reception areas and work areas only if they are conducting business with Maverick employees. For security purposes, you should escort all visitors at all times. Furthermore, visitors should not be allowed access to confidential information. You should report any unescorted visitors or suspicious persons to the office manager.

Weapons and Firearms

You may not possess, carry or store any firearm or other weapon, ammunition or explosives on Maverick's premises.

Reasonable Accommodation

The Company fully complies with the requirements of the Americans With Disabilities Act, and will provide reasonable accommodation in accordance with that Act. If you believe that you need reasonable accommodation to perform your job responsibilities, inform a member of the HR Department.

Personal Security

You should maintain vigilance and caution when traveling on Maverick business or for personal reasons. Your personal precautions should include awareness of fire and other emergency evacuation facilities as well as the avoidance of dangerous locations or conspicuous behavior, especially in less secure regions outside the United States. Maverick has established a Crisis Management Team to work with Maverick's security consultants to assist those affected if you (or any member of your family) should become subject to a kidnapping or extortion threat. You (or any member of your family) should contact a member of the Crisis Management Team (Lee Ainslie, Andrew Warford, Steve Kapp, Adam Stauffer, John McCafferty, Paula Stovall) at the first indication that a kidnapping may have occurred or an extortion threat made. Prior to

communicating with the Crisis Management Team, you should avoid discussing the related circumstances with the media, other third parties, or foreign law enforcement authorities if the loyalty or role of such authorities is subject to any question.

References

Unless otherwise approved by Maverick's senior management, you should not make external comments on the personal or professional performance of any current or former Maverick personnel and should refer all requests for references or recommendations to the HR Department.

CONTACT PERSONNEL

Any reference in this Handbook to any of the following personnel should also be considered to refer to any successor holding the same position.

Please direct any inquiries to the HR Department to:

Paula Stovall	Director, Human Resources	214-880-4141
Mia Chessmore	Manager, Human Resources	214-880-4142
Sharon Tanner	Payroll Manager, Human Resources	214-880-4143

Please direct any inquiries to the Legal and Compliance Group to:

John McCafferty	General Counsel	214-880-4040
Trevor Wiessmann	Deputy General Counsel/Interim Chief Compliance Officer	212-418-6915
GiNESSa Avila	Assistant General Counsel	214-880-4043

Please direct any inquiries to the Investor Relations Department to:

Amy Castillo	Managing Director, Investor Relations	214-880-4081
Corrie Mattorano	Managing Director, Investor Relations	214-880-4169

Please direct any inquiries to the MCF Matching Program Coordinator to:

Laura White	MCF Matching Program Coordinator	214-880-4074
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