

DISKEEPER CORPORATION  
7590 North Glenoaks, Boulevard, Burbank, California 91504

COMPANY POLICY DIRECTIVE OF 2 NOVEMBER 1988RI Issue I  
Re-revised 5 February 2009

All Staff  
EMPLOYMENT AGREEMENT

I, \_\_\_\_\_ having  
been accepted for employment at Diskeeper Corporation have been informed of and do  
agree to the following:

1. Initial Preliminary Employment Status: I understand that for the first 90 days I will be on an "introductory" status. During the 90 days, a review will be done and a determination made as to whether I will become a regular employee. During the introductory period, it is expected that I will complete my training through my Full Hat (full materials for the position). The 90 day introductory status period can be extended at the Company option, and if so extended, I understand that I will remain on an introductory status.

(Employee initials as having read and fully understood.) \_\_\_\_\_

2. Employment is At-Will: Notwithstanding my status as an introductory or regular employee, I understand and agree that my employment is for no definite period and may be terminated at any time, with or without cause or advance notice (called "at will" status). This "at will" employment status shall not be considered modified by any conduct or by any statement contained in this agreement or any other materials generated by Diskeeper Corporation or its employees. This constitutes the entire agreement between Diskeeper Corporation and its employees with regard to the length of my employment. (Employee initials as having read and fully understood.) \_\_\_\_\_

3. Production Measured by Statistics, Possible Advancement: I have been informed that production as measured by statistics is one of the key factors used to judge my performance, and that a rise in production will be important in achieving regular posting after the 90 day introductory period as well as subsequent advancement. I have also been informed that declining production or production that levels off over a period of time may become grounds for Diskeeper Corporation to dismiss me from this at-will employment.

(Employee initials as having read and fully understood.) \_\_\_\_\_

4. Training Line-Up: During my introductory period, I understand that I must complete training actions including the Company Handbook, a Mini Hat, a Full Hat, an apprenticeship, and potentially other training courses and materials as determined by Diskeeper Corporation.

Conditional: There may be certain posts where an extended period is required to complete some pre-requisites and the Full Hat. All other pre-requisites must be otherwise completed to full Personnel Department satisfaction in order to approve any Company option extension of time to complete these steps. Such Personnel Department Approval must be in writing.

(Employee initials as having read and fully understood.) \_\_\_\_\_

5. Further Training: Once I have completed initial training including the Full Hat Course, I understand that I will be provided the opportunity to take further courses, for enhanced skills and possible advancement within the Company or in the industry.

(Employee initials as having read and fully understood.) \_\_\_\_\_

6. Overtime, Exemption, Non-Exemption: I have been informed of and do agree that until I have completed my Full Hat Course Checksheet, I may, depending on my job duties, be classified as a non-exempt employee under applicable law per the terms in Company Policy Directives. I may also be paid at a lower rate of salary during my training period. Upon my completion of my Full Hat Course Checksheet, the Personnel Control Officer will determine my appropriate classification and post training compensation.

(Employee initials as having read and fully understood.) \_\_\_\_\_

7. Production Policy Does Not Modify At-Will Status: I understand and agree that although Diskeeper Corporation may choose, in its sole discretion, to increase wages, promote, commend or favorably review my performance as a result of my production statistics and other objective factors, neither my length of employment service, any such Company benefit or any other benefit shall in any way be interpreted or implied to modify my "at will" employment status.

(Employee initials as having read and fully understood.) \_\_\_\_\_

8. L. Ron Hubbard's Administrative Technology: I understand that Diskeeper Corporation utilizes the Hubbard® Administrative Technology (also called "Admin Tech" or Management Technology") to manage and administer Company operations. I understand that L. Ron Hubbard is also the founder of Scientology® religion which is an applied religious philosophy. I understand that Mr. Hubbard's Management Technology as applied at Diskeeper Corporation is separate and distinct from the religious aspects of SCIENTOLOGY.

(Employee initials as having read and fully understood.) \_\_\_\_\_

9. Components of Admin Tech: I have been informed that this Management

Technology involves principles of organization and its operation, including but not limited to the handling of personnel, finance, promotion, production, planning and organizational correction, among other things.

(Employee initials as having read and fully understood.) \_\_\_\_\_

10. Study of and Training in Admin Tech: I further understand that in order to properly function as a team member at Diskeeper Corporation, I will be required to read, understand, and apply this Management Technology to my job, and that my work performance will be evaluated in terms of my ability to do this. I agree that should I have any objection whatsoever in applying this Management Technology or any other training, I will immediately put this objection in writing and give it to the Director of Corporate Affairs, so that it can be handled swiftly to the benefit of all concerned.

(Employee initials as having read and fully understood.) \_\_\_\_\_

11. Policy Prohibiting Religious Discrimination Complaint Procedure: I understand that Diskeeper Corporation offices are a place of work. Diskeeper Corporation has a strict policy prohibiting discrimination of any kind including religious discrimination. Diskeeper Corporation respects all employees' freedom of religion. Management methods developed by Mr. Hubbard are purely secular and used by Diskeeper Corporation to expand its business, and are not to be used for religious purposes. Any violation of this rule should be reported at once, in writing, to the Director of Corporate Affairs of the Company.

(Employee initials as having read and fully understood.) \_\_\_\_\_

12. Company Policies are in Writing, Only Changed as Circumstances Change: I understand that no Diskeeper Corporation employee has the authority to make me any promises, agreements or form any contracts, whether verbal or written which obligates the Company, its management and/or owner. I further understand and agree that it is my obligation as an employee to read, understand, and comply with any and all official policies as published by Diskeeper Corporation. I further understand and agree that Diskeeper Corporation may revise, adapt, cancel, add, or otherwise change official policy in Diskeeper Corporation's sole discretion.

(Employee initials as having read and fully understood.) \_\_\_\_\_

### 13. Mediation and Arbitration of Disputes

a) Mediation as the First Resort: Subject to their respective rights for restraining order and injunction, the parties agree that any controversy, dispute or claim between Diskeeper Corporation and me out of and/or involving this Agreement and/or any other aspect of our employment relationship that cannot be promptly settled by direct communication between me and an authorized Diskeeper Corporation representative, may first be submitted for resolution by mediation through a Charter Committee or other

mediator to be agreed upon by the parties. The parties shall each pay his/her/its fair portion of such mediation unless otherwise specifically prohibited by law. A party's request or petition for mediation must be in writing. The request should be submitted to the other party within ninety (90) days following the event giving rise to the dispute but in no event later than the applicable statute of limitations for the claim or claims made. The mediation shall take place in Los Angeles County, California, with the specific location agreed by the parties.

b) Arbitration as the Ultimate Resort on Dispute Resolution: Except for workers' compensation and unemployment claims, if the best efforts of the parties to mediate a resolution do not result in a settlement of our differences, then, subject to either party's rights for restraining order and injunction, any claim or dispute between the parties, including claims out of and/or involving this Agreement and/or any other aspect of our employment relationship, including without limitation, any allegation of (a) wrongful discharge or termination, (b) discrimination or harassment,<sup>2</sup> (c) invasion of privacy, or (d) any injury to my physical, emotional, or economic interests shall be resolved by binding arbitration. The arbitration shall be conducted by a neutral retired state or federal judge and shall be administered by the Judicial Arbitration and Mediation Services ("JAMS"), or other arbitration provider agreed upon in writing by the parties. The arbitration shall be conducted in accordance with the JAMS Employment Arbitration Rules and Procedures and subject to JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness. Judgment on the Award may be entered in any court having jurisdiction. Nothing in this agreement to arbitrate employment-related disputes prohibits the Employee from submitting a workplace-related administrative claim as permitted by law with the California Department of Fair Employment and Housing or any other agency.

c) Basic Procedures, Arbitration: Location: I understand that in the event of arbitration under this Agreement, the arbitrator shall apply California substantive law and the California Evidence Code to the proceeding. I understand that in the event of such arbitration, I will have the right to retain my own independent legal counsel to represent me if I choose. Each party shall have the right to conduct pre-arbitration hearing discovery as permitted by the then current rules and procedures of the arbitrator or as otherwise permitted by law. The arbitration shall take place in Los Angeles County, California, with the specific location agreed by the parties.

d) Court Entry of Judgment, Arbitrator's Power to Award Attorney Fees, Division of Arbitration Fees and Costs: I UNDERSTAND THAT IN THE EVENT OF ARBITRATION UNDER THIS AGREEMENT, JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING PROPER JURISDICTION. THE ARBITRATOR SHALL DETERMINE IF THERE IS A PREVAILING PARTY AND THE PREVAILING PARTY MAY BE AWARDED REASONABLE ATTORNEY'S FEES. I UNDERSTAND HOWEVER THAT BY THIS AGREEMENT, THE ARBITRATOR IS PROHIBITED FROM IMPOSING ANY TYPE OF FEES, COST OR EXPENSE UPON ME THAT I WOULD

NOT BE REQUIRED TO BEAR IF I WERE FREE TO BRING A LEGAL ACTION IN COURT.

e) Parties Give Up Right to Judge and Jury by Agreeing to Arbitrate Their Disputes: I UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION I AM VOLUNTARILY GIVING UP ANY RIGHT THAT I MAY HAVE TO A JUDGE OR JURY WITH REGARD TO ALL DISPUTES INCLUDING DISPUTES CONCERNING MY EMPLOYMENT, SPECIFICALLY INCLUDING TERMINATION OF EMPLOYMENT.

f) Voluntary Nature of Agreement: I ACKNOWLEDGE AND AGREE THAT I AM EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND THAT I HAVE ASKED ANY QUESTIONS NEEDED FOR ME TO UNDERSTAND THE TERMS, CONSEQUENCES AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT I AM WAIVING MY RIGHT TO A JURY TRIAL. FINALLY, I AGREE THAT I HAVE BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT.

(Employee initials as having read and fully understood.) \_\_\_\_\_

14. Application Information Accurate and Complete: I acknowledge and attest that I completed my application for employment personally and that all the answers supplied in this application are complete and accurate. I also acknowledge and attest that I have not omitted or failed to disclose any data on my application. I further acknowledge, attest and agree that any omission or failure to disclose any information may be grounds for immediate termination of my employment, no matter how much time has passed before Diskeeper Corporation learns such information.

(Employee initials as having read and fully understood.) \_\_\_\_\_

15. Testing for Job-Related Skills and Qualities: In order to enable Diskeeper Corporation to determine whether I possess the skills and other personal qualities necessary to qualify for the position I applied for, I agreed in conjunction with my job application that Diskeeper Corporation could engage in a testing and interview process. Now that I have been hired, I now further agree that Diskeeper Corporation may periodically test for continuing skills and proficiency to confirm that I meet Diskeeper Corporation's standards of performance, interpersonal relations and competence on the job. The tests may include but not be limited to those that measure intelligence, aptitude and personality traits required to meet the requirements of my position or any other position for which I may be eligible. Accordingly, I hereby release Diskeeper Corporation and any and all Diskeeper Corporation employees, representatives, associated testing services and any and all other individuals, corporations, partnerships and organizations from any and all claims, demands, suits and/or liabilities – including

but not limited to claims based on any state or federal rights of privacy – arising from or in any way related to the pre-employment testing and interview process and to such continued testing and interview processes.

(Employee initials as having read and fully understood.) \_\_\_\_\_

16. Portions of Agreement are Severable: The provisions of this Agreement are severable, and if any one or more – and/or portions or aspects of such provision(s) may be determined to be judicially unenforceable, in whole or in part, the remaining provisions and/or portions or aspects of such provision(s) shall nevertheless be binding and enforceable.

(Employee initials as having read and fully understood.) \_\_\_\_\_

17. Final Agreement, California Law Applies: This Agreement supersedes all previous agreements, whether written or oral, express or implied, relating to the above subject matter, and shall not be changed or subject to change orally. I agree that California law shall govern the construction, interpretations, and enforcement of this Agreement.

(Employee initials as having read and fully understood.) \_\_\_\_\_

I agree to the terms and conditions of Diskeeper Corporation employment as indicated above and agree to observe and comply with all of Diskeeper Corporation’s rules, policies and procedures. I further state that I can and want to work in the environment as described herein.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

Accepted and agreed to on behalf of Diskeeper Corporation:

Signed \_\_\_\_\_ Date \_\_\_\_\_

Danny Chadwell  
Director of Corporate Affairs

Diskeeper Corporation

For  
Lisa Terrenzi  
Chief Executive Officer

For  
Craig Jensen  
Chairman of the Board

For  
The Boards of Directors of  
Diskeeper Corporation