

Dir Personnel
Legal Officer

OMS Policy of 30 November 1999

Employment Agreement for Oracle Management Services (Hereinafter "Company")

I, _____
(Print Name of Employee)

of _____
(Print Street Address, City, State, Zip Code of Employee)

ACKNOWLEDGE that:

- a. I have read, understood, completed and signed the Employment Application for your Company;
- b. I have read and understood the "Summary of L. Ron Hubbard's Management Technology" used by your Company;
- c. I have read, understood, accepted and signed the Offer of Employment letter of your Company; and
- d. I have discussed the detailed terms and conditions of my employment with a Representative of your Company, and I accept employment under the below-stated terms and conditions.

NOW, THEREFORE, I further acknowledge and agree as follows:

Probationary period/pay rate

I understand and agree that for the first 90 days I will be on probation. At the end of 90 days, a review of my job performance will be done and a determination made as to whether I will become a regular employee. During the probationary period my pay rate will be \$ _____. If and when I become a regular employee, my pay rate will be \$ _____.

"At Will" employment agreement

Notwithstanding my status as a probationary or regular employee, I understand and agree that my employment is "at will". That means that it is for no definite period and may be terminated at any time, with or without cause. I may resign at any time and the Company may terminate my employment at any time, with or without cause. This policy shall not be considered modified by any conduct or by any statement contained in this agreement or any other materials generated by your Company or its employees. I

further understand that this constitutes the entire agreement between your Company and me with regard to the length of my employment and that no employee or other representative of the Company has the authority to make an agreement contrary to the foregoing unless it is in writing and signed by the company president or owner.

L. Ron Hubbard

I understand that the Company utilizes L. Ron Hubbard's management technology in operating the Company. I understand that L. Ron Hubbard is also the founder of Scientology which is an applied religious philosophy. I understand, however, that Mr. Hubbard's management technology is quite separate and distinct from the religious aspects of Scientology.

Management technology

I have been informed that this management technology involves principles of organization and its operation, including the handling of personnel, finance, promotion, production, planning and organizational correction, among other things, as outlined in the "Summary of L. Ron Hubbard's Management Technology" which I read. I further understand and agree that in order to properly function as a team member of your Company, 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, I will immediately put this objection in writing and give it personally to my senior/supervisor, in order that any personnel problem can be handled swiftly and to the benefit of all concerned.

Production statistics

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 becoming a regular employee after the 90 day probation period as well as subsequent advancement in job responsibility and pay rate. I have also been informed that declining production that levels off over a long period of time may result in my dismissal.

Initial training

During my probationary period, I understand and agree that I must complete the following training courses:

1. The Employee Orientation Course
2. The Elementary Staff Training Course
3. The Basic Staff Training Course
4. _____
5. _____
6. _____

Additional training

After becoming a regular employee, I understand that I will be provided the opportunity to take further courses which will be essential for my advancement and increased earnings in the Company.

Freedom of religion

I understand that your Company does not permit efforts to convert its employees to any religion on its premises. The position of your Company is that its offices are a place of work. It is the policy of your Company that its management methods as developed by Mr. Hubbard are purely secular and intended for the smooth expansion of its business, and are not to be used by its staff or executives in an effort to convert persons to any religion. Any violation of this rule should be reported at once, in writing, to my senior/supervisor or other individual designated by your Company. Nothing in this rule should be construed as violating a person's freedom of religion or his/her right to choose to find out about or convert to any religion, or seek information about any religion, while on his/her own time.

Official company policy

I understand that no employee of your Company has the authority to make me promises, agreements or form any contracts, whether verbal or written, which obligates the Company, its management and/or owner and which is not covered by any written official policy of your Company.

(Initials)

Mediation and binding arbitration of disputes

I understand and agree that any claim of any nature whatsoever arising out of or connected with my employment at the Company, including but not limited to termination, claims of age discrimination, sexual harassment, religious discrimination or civil rights violations, and question of arbitrability shall be resolved through a two-step dispute resolution process administered by the applicable procedures of the American Arbitration Association ("AAA"), involving, first a mediation before a mediator or panel of mediators, followed if necessary, by final and binding arbitration before the same or, if requested by either party, another panel from the AAA. **By entering into this contract both parties are giving up their constitutional right to have any such dispute decided in a court of law before a judge or jury, and instead are accepting the use of mediation and arbitration.** The demand for mediation must be in writing and must be made by the aggrieved party within sixty days of the event giving rise to the demand. A Request for Dispute Resolution form to initiate the mediation process is available from our Company. The mediation and, if necessary, the arbitration shall take place in the state and county in which I was employed by your Company at the time of the event giving rise to the demand. The arbitrator's power to award a remedy shall be limited to awarding monetary damages for lost wages and/or benefits and damages. The decision of the arbitrator shall be binding and conclusive on the parties and not revisable for error of law or legal reasoning of any kind. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction. Each party to the mediation/arbitration shall bear their own costs including attorney's fees.

The fees for the mediator/arbitrator shall be paid equally by both parties. If the Company and I agree, we can choose a mediation or arbitration process other than the AAA. I understand that nothing in this Paragraph or this Employment Agreement shall in any way restrict Company's right to fully enforce, through the appropriate courts, the terms of any confidentiality agreement between the Company and myself.

(Initials)

Confidentiality agreement

I acknowledge that as an employee and/or independent contractor of Oracle Management Services ("Company"), I will become knowledgeable of materials that may be confidential and/or information belonging to or referring to Company, its staff members, its affiliated organizations, or its customers and clients.

Now therefore, in consideration of my having been accepted as an employee and/or independent contractor, and other good and valuable consideration, I acknowledge and agree that:

1. I will not use, disclose or reveal any confidential materials and/or information for any purpose, nor allow or facilitate unauthorized use or access to secure or obtain confidential information.
2. I will not take or cause to be taken any physical forms of confidential or proprietary information (nor make copies of same) without Company's written permission.
3. Anything developed by myself during the term of my employment, such as forms, presentations, seminars, scripts, business plans, business contracts, budgets, projections, etc., are the sole property of Company and are to remain with Company and no copies or duplication of the same may leave Company without its written permission.
4. I agree that your Company, its staff members, its affiliated organizations, and its customers and clients, are third party beneficiaries of this agreement, and as such may, upon being adversely affected by my breach of the terms of this agreement, bring an action at law or equity to enforce its terms.
5. Unless compelled to do so through lawful court order, I will reserve, protect and maintain in confidence any and all confidential materials and/or information, including ALL information concerning, belonging or referring to Company, its staff members, its affiliated organizations, or its customers and clients, which is not publicly available and generally known to others, including Company's organization, management, customer/client list and suppliers.
6. Any legal action concerning this agreement will be filed in Los Angeles County, California. The prevailing party will be entitled to recover all of its costs and expenses, including reasonable attorney fees, of such action.

(Initials)

Inventions agreement

Employee and Company hereby agree as follows:

1. I will fully and promptly disclose, in writing, to Company all inventions, products, processes, apparatus, designs, improvements, or business-related suggestions and information that I may, solely or jointly with others, conceive, discover, make, or develop while employed with Company, or within two years after the termination of my employment with Company.
2. I agree that any inventions, products, processes, apparatus, designs, improvements, or business-related suggestions and information conceived, discovered, made, or developed by me, solely or jointly with others, during my employment with Company that are (i) made with Company's equipment, supplies, facilities, trade secrets, or time; or (ii) that relate, at the time of conception or reduction to practice to Company's business, or Company's actual or demonstrably anticipated research; or (iii) result from any work performed by me for Company, shall belong to Company without further compensation to me, and I agree to assign any and all rights in such items to Company.
3. I agree that any inventions, products, processes, apparatus, designs, improvements, or business-related suggestions and information, conceived, discovered, made, or developed by me, solely or jointly with others, after my termination of employment with Company that are based on Company's trade secrets or confidential information shall belong to Company and I agree to assign any and all rights in such items to Company.
4. I agree to execute all documents that Company may consider necessary to carry out this Agreement, including domestic and foreign patent applications prepared at the expense of Company and formal assignments to Company of all rights in such inventions and patent applications and the patents issued thereon together with all divisions, continuations, and reissues thereof. I further agree to submit to a reasonable and confidential review process under which Company may determine any issues as may arise under this Agreement.
5. I have no unpatented inventions that are to be withheld from this Agreement except those listed on the reverse side of this sheet, whose exclusion have been approved in writing by an authorized representative of Company.
6. I understand that any breaches of this Agreement pertaining to inventions and the like, confidential information, protected trade secrets, and non-solicitation will cause Company irreparable injury and damages in an amount difficult to ascertain. Accordingly, in addition to any relief and damages to which Company may be entitled, I agree that Company shall be entitled to temporary and permanent relief by any competent court.
7. I understand this Agreement does not apply to an invention which qualifies under the provisions of California Labor Code section 2870(a). That section provides: *Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information*

except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer.

(Initials)

Work-made-for-hire and proprietary information agreement

Employee and Company hereby agree as follows:

1. All work performed in the course of employment with Company is exclusively for the benefit of Company and the product of such work shall be "works-made-for-hire." Company shall own all rights to such works and may make any use or nonuse of such works without further payment or obligation to the Employee.
2. The compensation agreed upon between Employee and Company is the sole payment for all services provided by the Employee. The Employee is not entitled to the payment of royalties or other forms of compensation for the works developed in the course of employment.
3. The Employee acknowledges that he/she has been furnished or may be furnished or may otherwise have received or have had access to or will receive or have access to information that relates to Company's past, present, or future products, software, research, development, inventions, computer processes, techniques, designs, programs and codes, or other technical information and data; the names addresses, buying habits or practices of any of Company's clients or customers; Company's marketing methods, programs and related data, or other written records used in Company's business; compensation paid to other employees and independent contractors and other terms of their employment or contractual relationships; or any other confidential information of, about, or concerning the business of Company, its manner of operations, or other data of any kind, nature or description (the "Proprietary Information"). The Employee agrees to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to the Employee before this Agreement is signed or afterward. In addition, the Employee shall not disclose or disseminate the Proprietary Information to any third party and shall not use the Proprietary Information for his/her own benefit or for the benefit of any third party without prior written approval of Company's chief executive officer. The foregoing obligations shall not apply to any information which is publicly known. Within three days after Company request, the Employee shall return to Company all copies of Proprietary Information in tangible form.
4. The Employee hereby acknowledges and agrees that he/she will likely be exposed to a significant amount of confidential information concerning Company's business methods, operations and customers while employed under this Agreement, that such information might be retained by the Employee in tangible form or simply retained in the Employee's memory, and that the protection of Company's exclusive rights to such confidential information and trade secrets can best be ensured by means of a restriction on the Employee's activities after termination of employment. Therefore, the Employee

agrees that for a one-year period following employment termination (whether voluntary or involuntary and with or without cause). He/she shall not solicit, divert or initiate any contact with (or attempt to solicit, divert or initiate and contact with) any customer, client, independent contractor or employee of Company for any commercial or business reason whatsoever.

5. This Agreement does not create any rights to employment with Company and is in addition to other agreements that may have been signed by the Employee and Company. Except as specified herein, this agreement does not limit any rights of Employee or Company created by any other contracts or laws.

(Initials)

Signatures

Having been informed of the above, I agree to observe and comply with all of the Company's rules, policies and procedures. I further state that I can and want to work in the environment as described herein and I agree to the terms of employment as above described.

Signed: _____ Date: _____
(Signature of Employee)

Witness: _____ Date: _____
(Signature of Witness)

The Company, in reliance upon the truthfulness of the above-named employee's promises and representations contained herein, hereby agrees to accept said employee for employment under the terms and conditions of this Employment Agreement.

ORACLE MANAGEMENT SERVICES

Company representative: _____ Date: _____

Title of Company representative: _____

Confidentiality Agreement

I, _____, for the good and valuable consideration of my retention as an employee and/or independent contractor of Oracle Management Services, Inc., and/or ImustPlay.Com, Inc., and/or IMustLotto, Inc. (collectively referred to as "Companies"), acknowledge and agree as follows:

- 1) That I may be furnished with or may otherwise receive or have access to confidential proprietary information or material which relates to past, present or future products, product lines, research development, processes, techniques, designs or technical information and data, marketing plans, financial statements, business and contract negotiations, and so on, relating to the business affairs and operations of Companies ("Confidential Information" or "Information"). "Confidential Information" does not include any Information that (1) is publicly known; (2) is given to a party by someone else who is not obligated to maintain confidentiality; or (3) that I developed prior to beginning work for Companies.
- 2) I agree not to disclose the Confidential Information or any discussions or contracts that have occurred or are intended except with anyone actively employed by Companies, its owners, officers or attorneys, or as otherwise required by law.
- 3) I acknowledge that the Information to be furnished is in all respects confidential in nature, and that any disclosure or use of the same, except as provided in this Agreement, may cause serious harm or damage to the Companies, and their owners and officers. Therefore, I agree not to use the Information furnished for any purpose other than in furtherance of Companies' business, or as stated in paragraph 2, and agree to not either directly or indirectly by agent, employee, or representative, disclose this Information, either in whole or in part, to any third party; provided, however that the Information furnished may be disclosed to those third parties to which the Companies consent in writing.
- 4) I agree that I will not take or cause to be taken any physical forms of Proprietary Information (nor make copies of same) without Companies' written permission.
- 5) I agree that anything developed by myself, individually or in conjunction with others, during the hours I am working for Companies, or while using Companies' resources or equipment, such as forms, presentations, seminars, scripts, business plans, business contacts, budgets, projections, computer programs, games, or web pages, etc are the sole property of Companies and are to remain with Companies upon termination of my employment, and that no copies or duplication of the same leave the Companies without the Companies' written permission.
- 6) I agree that the misuse or threatened misuse of any Confidential Information pursuant to the terms of this contract will be grounds for Companies to obtain an immediate injunction or other equitable remedies in a court of law; and/or my immediate termination as an employee and/or independent contractor.
- 7) Other than an action for an injunction or other equitable remedies, any disputes under this agreement will be determined by binding arbitration by an arbitrator agreed upon by the parties, or if no agreement upon an arbitrator can be reached, then an arbitrator appointed by the WISE Charter Committee, or, at the request of either party, the American Arbitration Association.
- 8) If any legal action, including arbitration, is required to enforce the terms of this contract, the prevailing party will be entitled to receive a reasonable attorney fee together with costs of litigation. The venue for any such court action will be in Los Angeles County, California.
- 9) My non-disclosure duties and obligations set forth in this contract will survive the termination of my employment with Companies, whether such termination be voluntary or involuntary, with or without cause, and shall remain for a period of three years from the date this agreement is signed.

Dated: _____

Signature

Type or Print Name