

SECURITIES AND EXCHANGE COMMISSION  
 Washington, D.C. 20549

FORM S-8  
 REGISTRATION STATEMENT  
 Under  
 The Securities Act of 1933

QUANTUM CORPORATION  
 (Exact name of issuer as specified in its charter)

DELAWARE  
 (State of incorporation)

94-2665054  
 (I.R.S. Employer  
 Identification Number)

500 McCarthy Boulevard  
 Milpitas, California 95035  
 (Address of principal executive offices)

SUPPLEMENTAL STOCK OPTION PLAN  
 (Full title of the plan(s))

Richard L. Clemmer  
 Chief Financial Officer  
 Quantum Corporation  
 500 McCarthy Boulevard  
 Milpitas, California 95035  
 (Name and address of agent for service)

(408) 894-4000  
 (Telephone number, including area code, of agent for service)

Copy to:  
 Steven E. Bochner, Esq.  
 WILSON SONSINI GOODRICH & ROSATI  
 Professional Corporation  
 650 Page Mill Road  
 Palo Alto, California 94304-1050

CALCULATION OF REGISTRATION FEE

<TABLE>  
 <CAPTION>

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
<S>	<C>	<C>	<C>	<C>
HDDG Common Stock, par value \$0.01 per share	5,750,000	\$9.03125 (1)	\$51,929,687.50 (1)	\$13,709.44
DSSG Common Stock, par value \$0.01 per share	9,750,000	\$12.8125 (2)	\$124,921,875.00 (2)	\$32,979.38
Total:				\$46,688.82

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- Estimated in accordance with Rule 457(h) solely for the purpose of calculating the registration fee based on the average of the high and low price of the Company's HDDG Common Stock as reported on the New York Stock Exchange on August 22, 2000.
- Estimated in accordance with Rule 457(h) solely for the purpose of calculating the registration II-1 fee based on the average of the high and low price of the Company's DSSG Common Stock as reported on the New York Stock Exchange on August 22, 2000.

QUANTUM CORPORATION  
 REGISTRATION STATEMENT ON FORM S-8

PART II

INFORMATION REQUIRED IN REGISTRATION STATEMENT

ITEM 3. Incorporation of Documents by Reference.

There are hereby incorporated by reference in this Registration Statement

the following documents and information heretofore filed with the Securities and Exchange Commission (Quantum Corporation is sometimes referred to herein as the "Company"):

(a) The Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2000, filed pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "1934 Act");

(b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Annual Report referred to in (a) above; and

(c) The description of the Company's Common Stock and Preferred Share Purchase Rights contained in the Company's Registration Statement on Form 8-A filed July 21, 1999 pursuant to Section 12(b) of the 1934 Act and any amendment or report filed for the purpose of updating any such description.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the 1934 Act on or after the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents.

ITEM 4. Description of Securities.  
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Inapplicable.

ITEM 5. Interests of Named Experts and Counsel.  
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Inapplicable.

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ITEM 6. Indemnification of Directors and Officers.  
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Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's Board of Directors to grant, indemnification to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act of 1933. The Company's Bylaws provide for the mandatory indemnification of its directors, officers, employees and other agents to the maximum extent permitted by Delaware General Corporation Law, and the Company has entered into agreements with its officers, directors and certain key employees implementing such indemnification.

ITEM 7. Exemption from Registration Claimed.  
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Inapplicable.

ITEM 8. Exhibits.  
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Exhibit Number	Description
4.1	Supplemental Stock Option Plan.
5.1	Opinion of Counsel as to legality of securities being registered.
23.1	Consent of Ernst & Young LLP, Independent Auditors.
23.2	Independent Accountants' Consent.
23.3	Consent of Counsel (contained in Exhibit 5.1).
24.1	Power of Attorney (see page II-4).

ITEM 9. Undertakings.  
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A. The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement

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relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Securities Act") may be permitted to directors, officers and controlling persons of the Company pursuant to the Delaware General Corporation Law, the Certificate of Incorporation of the Company, the Bylaws of the Company, indemnification agreements entered into between the Company and its officers and directors or otherwise, the Company has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company in successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant, Quantum Corporation, a corporation organized and existing under the laws of the State of Delaware, certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Milpitas, State of California, on this 28th day of August, 2000.

QUANTUM CORPORATION

By: /s/ Richard L. Clemmer

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Richard L. Clemmer,  
Executive Vice President and  
Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Michael A. Brown and Richard L. Clemmer, jointly and severally, his attorneys-in-fact, each with the power of substitution, for him in any and all capacities, to sign any and all amendments to this Registration Statement on Form S-8, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<TABLE>  
<CAPTION>

Signature	Title	Date
----- <S> /s/ Michael A. Brown	<C> Chief Executive Officer and Chairman of	<C>

- -----	the Board (Principal Executive Officer)	August 28, 2000
(Michael A. Brown)		
/s/ Richard L. Clemmer	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	August 28, 2000
- -----		
(Richard L. Clemmer)		
/s/ Stephen M. Berkley	Director	August 28, 2000
- -----		
(Stephen M. Berkley)		
/s/ David A. Brown	Director	August 28, 2000
- -----		
(David A. Brown)		
/s/ Robert J. Casale	Director	August 28, 2000
- -----		
(Robert J. Casale)		
/s/ Edward M. Esber	Director	August 28, 2000
- -----		
(Edward M. Esber)		
/s/ Gregory W. Slayton	Director	August 28, 2000
- -----		
(Gregory W. Slayton)		

</TABLE>

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INDEX TO EXHIBITS

Exhibit Number	Description
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4.1	Supplemental Stock Option Plan
5.1	Opinion of Counsel
23.1	Consent of Ernst & Young LLP, Independent Auditors
23.2	Independent Accountants' Consent
23.3	Consent of Counsel (contained in Exhibit 5.1)
24.1	Power of Attorney (see Page II-4 of Registration Statement)

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Quantum Corporation  
Supplemental Stock Option Plan  
(As amended January, 2000)

1. Purpose of the Plan. The purpose of the Quantum Corporation

Supplemental eligible employees and consultants whose present and potential contributions are important to the continued success of the Company, to afford these individuals the opportunity to acquire a proprietary interest in the Company, and to enable the Company to enlist and retain in its employment the best available talent for the successful conduct of its business. It is intended that this purpose will be effected through the granting of Nonstatutory Stock Options and Stock Purchase Rights.

2. Definitions. As used herein, the following definitions shall apply:

(a) "Administrator" means the Board or such of its Committees as shall be administering the Plan, in accordance with Section 5 of the Plan.

(b) "Applicable Laws" means all applicable law, including without limitation, the Code, Delaware General Corporation Law, and applicable federal and state securities laws.

(c) "Board" means the Board of Directors of the Company.

(d) "Code" means the Internal Revenue Code of 1986, as amended.

(e) "Committee" means a Committee appointed by the Board in accordance with Section 5 of the Plan and constituted in accordance with Applicable Laws.

(f) "Company" means Quantum Corporation, a Delaware corporation.

(g) "Consultant" means any person, including an advisor, engaged by the Company or a Parent or Subsidiary to render services and who is compensated for such services, provided that the term "Consultant" shall not include any person who is also an Officer or Director.

(h) "Continuous Status as an Employee or Consultant" means that the employment or consulting relationship is not interrupted or terminated by the Company, any Parent or Subsidiary, or where applicable, any entity affiliated with the Company. Continuous Status as an Employee or Consultant shall not be considered interrupted in the case of: (i) any leave of absence approved by the Board, including sick leave, military leave, or any other personal leave; (ii) transfers between locations of the Company or between the Company, its Parent, its Subsidiaries, or where applicable, affiliated or successor entities or (iii) notification of a reduction-in-force, such termination shall be considered to have occurred at the end of the Employee's continuation period.

(i) "Director" means a member of the Board.

(j) "Disability" means total and permanent disability as defined in Section 22(e)(3) of the Code.

(k) "DSSG Share" means a share of the Company's DLT & Storage Systems Group common stock.

(l) "Employee" means any person employed by the Company other than any person who is an Officer or Director; including employees of any Parent, Subsidiary or, where applicable, entities affiliated with the Company.

(m) "Fair Market Value" means, as of any date, the closing  
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sales price of the Shares (or the closing bid, if no sales were reported) as  
quoted on the stock exchange with the greatest volume of trading in such Shares  
on the last market trading day prior to the day of determination, as reported in  
The Wall Street Journal or such other source as the Administrator deems  
reliable.

(n) "HDDG Share" means a share of the Company's Hard Disk  
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Drive Group common stock.

(o) "Nonstatutory Stock Option" means any Option that is not  
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intended to qualify as an incentive stock option within the meaning of Section  
422 of the Code.

(p) "Notice of Grant" means a written notice evidencing  
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certain terms and conditions of an individual Option or Stock Purchase Right  
grant. The Notice of Grant is part of the Option Agreement or Restricted Stock  
Purchase Agreement, as the case may be.

(q) "Officer" means a person who is an officer of the Company  
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within the meaning of Section 16 of the Securities Exchange Act of 1934, as  
amended, and the rules and regulations promulgated thereunder.

(r) "Option" means a stock option granted pursuant to the  
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Plan.

(s) "Option Agreement" means a written agreement between the  
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Company and an Optionee evidencing the terms and conditions of an individual  
Option grant. The Option Agreement is subject to the terms and conditions of the  
Plan.

(t) "Optioned Stock" means the DSSG Shares or HDDG Shares  
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subject to an Option or Stock Purchase Right.

(u) "Optionee" means an Employee or Consultant who holds an  
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outstanding Option or Stock Purchase Right.

(v) "Parent" means a "parent corporation," whether now or  
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hereafter existing, as defined in Section 424(e) of the Code.

(w) "Plan" means this Quantum Corporation Supplemental Stock  
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Option Plan.

(x) "Restricted Stock" means either the DSSG Shares or the  
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HDDG Shares subject to a Restricted Stock Purchase Agreement acquired pursuant  
to a grant of Stock Purchase Rights under Section 8 of the Plan.

(y) "Restricted Stock Purchase Agreement" means a written  
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agreement between the Company and the Optionee evidencing the terms and  
restrictions applying to Restricted Stock purchased under a Stock Purchase  
Right. The Restricted Stock Purchase Agreement is subject to the terms and  
conditions of the Plan and the Notice of Grant.

(z) "Share" means a share of either the DSSG Shares or the  
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HDDG Shares, as applicable, and as adjusted in accordance with Section 10 of the  
Plan.

(aa) "Stock Purchase Right" means the right to purchase either  
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DSSG Shares or HDDG Shares pursuant to Section 8 of the Plan, as evidenced by a  
Notice of Grant.

(bb) "Subsidiary" means a "subsidiary corporation," whether now  
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or hereafter existing, as defined in Section 424(f) of the Code.

### 3. Eligibility. Nonstatutory Stock Options and Stock Purchase Rights -----

may be granted to Employees and Consultants. If otherwise eligible, an Employee  
or Consultant who has been granted an Option or Stock Purchase Right may be

granted additional Options or Stock Purchase Rights.

4. Stock Subject to the Plan. Subject to the provisions of Section  
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10 of the Plan, the total number of DSSG Shares reserved and available for issuance under the Plan is 9,750,000 DSSG Shares, and the total number of HDDG Shares reserved and available for issuance under the Plan is 5,750,000 HDDG Shares.

A total of 300,000 shares of the Company's common stock were initially reserved for issuance under the Plan. On June 9, 1997, the Company had a 2 for 1 stock split, which increased (pursuant to an adjustment in accordance with Section 9(a)) the shares reserved for issuance under the Plan to 600,000 shares. In connection with the Company's recapitalization on July 23, 1999, the total number of shares reserved under the Plan was adjusted in accordance with Section 9(a). After such adjustments, a total of 600,000 DSSG Shares and 300,000 HDDG Shares were reserved for issuance under the Plan. On August 23, 1999, the Board authorized an increase of 1,250,000 HDDG Shares for issuance under the Plan. On January 11, 2000, the Board authorized an additional increase of 9,150,000 DSSG Shares and 4,200,000 HDDG Shares for issuance under the Plan.

Subject to Section 10 of the Plan, if any Shares subject to an Option or Stock Purchase Right cease to be subject to such Option or Stock Purchase Right (other than through exercise of the Option or Stock Purchase Right), or if any Option or Stock Purchase Right granted hereunder is forfeited, or any such award otherwise terminates prior to the issuance of Shares to the Optionee, the Shares that were subject to such Option or Stock Purchase Right shall again be available for distribution in connection with future grants of Options and Stock Purchase Rights under the Plan. Shares that have actually been issued under the Plan shall not be returned to the Plan and shall not become available for future distribution under the Plan except that if Shares are repurchased by the Company at their original purchase price, such Shares shall become available for future grant under the Plan.

5. Administration.  
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(a) Administration. The Plan may be administrated by the  
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Board or a Committee designated by the Board, and may be administered by different Committees with respect to different groups of Employees and Consultants.

(b) Powers of the Administrator. Subject to the provisions of  
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the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator shall have the authority, in its discretion:

(i) to determine the Fair Market Value of the Shares, in accordance with Section 2(l) of the Plan;

(ii) to select the Consultants and Employees to whom Options or Stock Purchase Rights may be granted hereunder;

(iii) to determine whether and to what extent Options and Stock Purchase Rights or any combination thereof may be granted hereunder;

(iv) to determine the number and type of Shares to be covered by each Option or Stock Purchase Right granted hereunder;

(v) to approve forms of agreement for use under the Plan;

(vi) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Option or Stock Purchase Right granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Options and Stock Purchase Rights may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Option or Stock Purchase Right or the Shares relating thereto, based in each case on such factors as the Administrator, in its sole discretion, shall determine;

(vii) to construe and interpret the terms of the Plan;

(viii) to prescribe, amend and rescind rules and regulations relating to the Plan;

(ix) to determine whether and under what circumstances an Option or Stock Purchase Right may be settled in cash instead of Shares or Shares instead of cash;

(x) to modify or amend each Option or Stock Purchase Right (subject to Section 12 of the Plan);

(xi) to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Option or Stock Purchase Right previously granted by the Administrator;

(xii) to allow Optionees to satisfy withholding obligations by electing to have the Company withhold from the Shares to be issued upon exercise of an Option or Stock Purchase Right that number of Shares having a Fair Market Value equal to the amount required to be withheld. The Fair Market Value of the Shares to be withheld is to be determined by the Board. All elections by an Optionee to have Shares withheld for this purpose shall be made in such form and under such conditions as the Administrator may deem necessary or advisable;

(xiii) to determine the terms and restrictions applicable to Options and Stock Purchase Rights; and

(xiv) to make all other determinations deemed necessary or advisable for administering the Plan.

(c) Effect of Administrator's Decision. The Administrator's  
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decisions, determinations and interpretations shall be final and binding on all Optionees and any other holders of Options or Stock Purchase Rights.

6. Duration of the Plan. The Plan shall remain in effect until  
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terminated by the Board under the terms of the Plan .

7. Options.  
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(a) Options. The Administrator, in its discretion, may grant  
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Options to eligible Consultants and Employees. Each Option shall be evidenced by a Notice of Grant, which shall be in such form and contain such provisions as the Administrator shall from time to time deem appropriate. Without limiting the foregoing, the Administrator may at any time authorize the Company, with the consent of the respective recipients, to issue new Options in exchange for the surrender and cancellation of outstanding Options. Option agreements shall contain the following terms and conditions:

(i) Exercise Price; Number of Shares. The per share  
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exercise price for the Shares issuable pursuant to an Option shall be such price as is determined by the Administrator. The Notice of Grant shall specify the number of Shares to which it pertains.

(ii) Waiting Period and Exercise Dates. At the time an  
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Option is granted, the Administrator will determine the terms and conditions to be satisfied before Shares may be purchased, including the dates on which Shares subject to the Option may first be purchased. The Administrator may specify that an Option may not be exercised until the completion of the service period specified at the time of grant. (Any such period is referred to herein as the "waiting period.") At the time an Option is granted, the Administrator shall fix the period within which the Option may be exercised, which shall not be earlier than the end of the waiting period, if any.

(iii) Form of Payment. The consideration to be paid  
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for the Shares to be issued upon exercise of an Option, including the method of payment, shall be determined by the Administrator and may consist entirely of:

- (1) cash;
- (2) check;
- (3) promissory note;

(4) other Shares which (A) in the case of Shares acquired upon exercise of an Option, have been owned by the Optionee for more than six months on the date of surrender, (B) have a Fair Market Value on the date of surrender not greater than the aggregate exercise price of the Shares as to which said Option shall be exercised, and (C) are of the same class of stock as the Shares to be purchased;

(5) delivery of a properly executed exercise notice together with such other documentation as the Administrator and the broker, if applicable, shall require to effect an exercise of the Option and delivery to the Company of the sale or loan proceeds required to pay the exercise price;

(6) any combination of the foregoing methods of  
payment; or

- (7) such other consideration and method of



payment for the issuance of Shares to the extent permitted by Applicable Laws .

(b) Buyout Provisions. The Administrator may at any time  
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offer to buyout for a payment in cash, promissory note or Shares, an Option previously granted, based on such terms and conditions as the Administrator shall establish and communicate to the Optionee at the time that such offer is made.

(c) Method of Exercise.  
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(i) Procedure for Exercise; Rights as a Stockholder.  
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Any Option granted hereunder shall be exercisable at such times and under such conditions as determined by the Administrator and as shall be permissible under the terms of the Plan.

An Option may not be exercised for a fraction of a Share.

An Option shall be deemed to be exercised when written notice of such exercise has been given to the Company in accordance with the terms of the Option by the person entitled to exercise the Option and full payment for the Shares with respect to which the Option is exercised has been received by the Company. Full payment may, as authorized by the Administrator and permitted by the Option Agreement, consist of any consideration and method of payment allowable under subsection 7(a)(iii) of the Plan. Until the issuance (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) of the stock certificate evidencing such Shares, no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Optioned Stock, notwithstanding the exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued, except as provided in Section 10 of the Plan.

Exercise of an Option in any manner shall result in a decrease in the number of Shares, which thereafter shall be available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(ii) Termination of Employment or Consulting  
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Relationship. In the event an Optionee's Continuous Status as an Employee or  
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Consultant terminates (other than by reason of becoming an Officer or Director and other than upon the Optionee's death or Disability), the Optionee may exercise his or her Option, but only within such period of time as is determined by the Administrator at the time of grant, and only to the extent that the Optionee was entitled to exercise it at the date of such termination (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement). To the extent that Optionee was not entitled to exercise an Option at the date of such termination, and to the extent that the Optionee does not exercise such Option (to the extent otherwise so entitled) within the time specified herein, the Option shall terminate.

(iii) Disability of Optionee. In the event an  
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Optionee's Continuous Status as an Employee or Consultant terminates as a result of the Optionee's Disability, the Optionee may exercise his or her Option, but only within twelve (12) months from the date of such termination, and only to the extent that the Optionee was entitled to exercise it at the date of such termination (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement). To the extent that Optionee was not entitled to exercise an Option at the date of such termination, and to the extent that the Optionee does not exercise such Option (to the extent otherwise so entitled) within the time specified herein, the Option shall terminate.

(iv) Death of Optionee. In the event of an Optionee's  
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death, the Optionee's estate or a person who acquired the right to exercise the deceased Optionee's Option by bequest or inheritance may exercise the Option, but only within twelve (12) months following the date of death, and only to the extent that the Optionee was entitled to exercise it at the date of death (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement). To the extent that Optionee was not entitled to exercise an Option at the date of death, and to the extent that the Optionee's estate or a person who acquired the right to exercise such Option does not exercise such Option (to the extent otherwise so entitled) within the time specified herein, the Option shall terminate.

(d) Other Provisions. Each Option granted under the Plan may  
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contain such other terms, provisions and conditions not inconsistent with the Plan as may be determined by the Administrator.

8. Stock Purchase Rights.

(a) Rights to Purchase. Stock Purchase Rights may be issued

either alone, in addition to, or in tandem with other awards granted under the Plan and/or cash awards made outside of the Plan. After the Administrator determines that it will offer Stock Purchase Rights under the Plan, it shall advise the offeree in writing or electronically, by means of a Notice of Grant, of the terms, conditions and restrictions related to the offer, including the number of Shares that the offeree shall be entitled to purchase, the price to be paid, and the time within which the offeree must accept such offer. In no event shall the purchase price be less than the minimum price required to assure compliance with applicable state law. The offer shall be accepted by execution of a Restricted Stock Purchase Agreement in the form determined by the Administrator.

(b) Repurchase Option. Unless the Administrator determines

otherwise, the Restricted Stock Purchase Agreement shall grant the Company a repurchase option exercisable upon the voluntary or involuntary termination of the purchaser's employment with the Company for any reason (including death or Disability). The purchase price for Shares repurchased pursuant to the Restricted Stock Purchase Agreement shall be the original price paid by the purchaser and may be paid by cancellation of any indebtedness of the purchaser to the Company. The repurchase option shall lapse at a rate determined by the Administrator.

(c) Other Provisions. The Restricted Stock Purchase Agreement

shall contain such other terms, provisions and conditions not inconsistent with the Plan as may be determined by the Administrator in its sole discretion.

(d) Rights as a Shareholder. Once the Stock Purchase Right is

exercised, he purchaser shall have the rights equivalent to those of a shareholder, and shall be a shareholder when his or her purchase is entered upon the records of the duly authorized transfer agent of the Company. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Stock Purchase Right is exercised, except as provided in Section 10 of the Plan.

9. Non-Transferability of Options and Stock Purchase Rights. Unless

determined otherwise by the Administrator, Options and Stock Purchase Rights may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Optionee, only by the Optionee. If the Administrator makes an Option or Stock Purchase Right transferable, such Option or Stock Purchase Right shall contain such additional terms and conditions, as the Administrator deems appropriate.

10. Adjustments Upon Changes in Capitalization, Dissolution, Merger,

Asset Sale or Change of Control.

(a) Changes in Capitalization. Subject to any required action

by the stockholders of the Company, the number and type of Shares covered by each outstanding Option and Stock Purchase Right, and the number and type of Shares which have been authorized for issuance under the Plan but as to which no Options or Stock Purchase Rights have yet been granted or which have been returned to the Plan upon cancellation or expiration of an Option or Stock Purchase Right, as well as the price per Share covered by each such outstanding Option or Stock Purchase Right, shall be appropriately adjusted by the Board, in its discretion, for any increase or decrease in the number or type of issued Shares resulting from a stock split, reverse stock split, stock dividend, combination, conversion or reclassification, or any other increase or decrease in the number of issued DSSG Shares or HDDG Shares. Such adjustment by the Board shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an Option or Stock Purchase Right.

(b) Dissolution or Liquidation. In the event of the proposed

dissolution or liquidation of the Company, to the extent that an Option or Stock Purchase Right has not been previously exercised, it will terminate immediately prior to the consummation of such proposed action. The Administrator may, in the exercise of its sole discretion in such instances, declare that any Option or Stock Purchase Right shall terminate as of a date fixed by the Administrator and give each Optionee the right to exercise his or her Option or Stock Purchase

Right as to all or any part of the Optioned Stock, including Shares as to which the Option or Stock Purchase Right would not otherwise be exercisable. In addition, the Administrator may provide that any Company repurchase option applicable to any Shares purchased upon exercise of an Option or Stock Purchase Right shall lapse as to all such Shares, provided the proposed dissolution or liquidation takes place at the time and in the manner contemplated.

(c) Merger or Asset Sale. In the event of a merger of the  
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Company with or into another corporation, or the sale of substantially all of the assets of the Company (except as otherwise provided for in Section 10(d) below), each outstanding Option or Stock Purchase Right shall be assumed or an equivalent Option or Stock Purchase Right substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. In the event that the successor corporation does not agree to assume the Option or Stock Purchase Right or to substitute an equivalent option or right, the Administrator shall, in lieu of such assumption or substitution, provide for the Optionee to have the right to exercise the Option or Stock Purchase Right as to all or a portion of the Optioned Stock, including Shares as to which it would not otherwise be exercisable. If the Administrator makes an Option or Stock Purchase Right exercisable in lieu of assumption or substitution in the event of a merger or sale of assets, the Administrator shall notify the Optionee that the Option or Stock Purchase Right shall be exercisable for a period of fifteen (15) days from the date of such notice, and the Option or Stock Purchase Right will terminate upon the expiration of such period. For the purposes of this paragraph, the Option or Stock Purchase Right shall be considered assumed if, immediately following the merger or sale of assets, the Option or Stock Purchase Right confers the right to purchase, for each Share of Optioned Stock subject to the Option or Stock Purchase Right immediately prior to the merger or sale of assets, the consideration (whether stock, cash, or other securities or property) received in the merger or sale of assets by holders of Shares for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that-----if such consideration received in the merger or sale of assets was not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation and the Optionee, provide for the consideration to be received upon the exercise of the Option or Stock Purchase Right, for each Share of Optioned Stock subject to the

Option or Stock Purchase Right, to be solely common stock of the successor corporation or its Parent equal in Fair Market Value to the per share consideration received by holders of Shares in the merger or sale of assets.

(d) Other Changes to DSSG Shares or HDDG Shares. In the event  
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of any redemption or conversion of either DSSG Shares or HDDG Shares (including any partial redemption or conversion), or in the event of the sale of all or substantially all of the business represented by the either the DSSG or HDDG Shares, or any other occurrence affecting the majority of outstanding DSSG Shares or HDDG Shares, the Board may, if it so determines in the exercise of its sole discretion, (i) make appropriate adjustments to the number and type of Shares covered by each outstanding Option, Restricted Stock or Stock Purchase Right, and the number and type of Shares which have been authorized for issuance under the Plan but as to which no Options or Stock Purchase Rights have yet been granted or which have been returned to the Plan upon cancellation or expiration of an Option or Stock Purchase Right, as well as the price per Share covered by each such outstanding Option or Stock Purchase Right under the Plan, (ii) make outstanding Options or Stock Purchase Rights fully exercisable and vested prior to any such redemption, conversion, sale, or other occurrence, and allow any repurchase rights with respect to Restricted Stock to lapse, (iii) impose a date of termination for outstanding Options or Stock Purchase Rights to occur no later than the date of any such redemption, conversion, sale, or other occurrence or (iv) provide for any combination of (i), (ii) and (iii) above. The determination of the Board pursuant to this Section 10(d) shall be final, binding and conclusive.

11. Date of Grant. The date of grant of an Option or Stock Purchase  
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Right shall be, for all purposes, the date on which the Administrator makes the determination granting such Option or Stock Purchase Right, or such other later date as is determined by the Administrator. Notice of the determination shall be provided to each Optionee within a reasonable time after the date of such grant.

12. Amendment and Termination of the Plan.  
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(a) Amendment and Termination. The Board may at any time  
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amend, alter, suspend or terminate the Plan.

(b) Effect of Amendment or Termination. No amendment,  
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alteration, suspension or termination of the Plan shall impair the rights of any Optionee, unless mutually agreed otherwise between the Optionee and the

Administrator, which agreement must be in writing and signed by the Optionee and the Company.

13. Conditions Upon Issuance of Shares.  
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(a) Legal Compliance. Shares shall not be issued pursuant to  
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the exercise of an Option or Stock Purchase Right unless the exercise of such Option or Stock Purchase Right and the issuance and delivery of such Shares shall comply with all relevant provisions of law, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder, Applicable Laws, and the requirements of any stock exchange or quotation system upon which the Shares may then be listed or quoted, and shall be further subject to the approval of counsel for the Company with respect to such compliance.

(b) Investment Representations. As a condition to the  
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exercise of an Option or Stock Purchase Right, the Company may require the person exercising such Option or Stock Purchase Right to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

14. Liability of Company.  
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(a) Inability to Obtain Authority. The inability of the  
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Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

15. Reservation of Shares. The Company, during the term of this Plan,  
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will at all times reserve and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan.

August 28, 2000

Quantum Corporation  
500 McCarthy Boulevard  
Milpitas, CA 95035

RE: REGISTRATION STATEMENT ON FORM S-8

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 to be filed by you with the Securities and Exchange Commission on or about August 28, 2000 (the "Registration Statement"), in connection with the registration under the Securities Act of 1933, as amended, of 5,750,000 shares of Quantum Corporation--HDDG Common Stock, par value \$.01 per share, and 9,750,000 shares of Quantum Corporation--DSSG Common Stock, par value \$0.01 per share (the "Shares"), reserved for issuance pursuant to the Supplemental Stock Option Plan (the "Plan"). As your counsel in connection with the transaction, we have examined the proceedings taken and are familiar with the proceedings proposed to be taken by you in connection with the sale and issuance of the Shares pursuant to the Plan.

It is our opinion, when issued and sold in the manner referred to in the Plan, the Shares will be legally and validly issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement and further consent to the use of our name wherever appearing in the Registration Statement and any amendment thereto.

Very truly yours,

WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation

/s/ Wilson Sonsini Goodrich & Rosati

CONSENT OF ERNST & YOUNG LLP, INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Supplemental Stock Option Plan of Quantum Corporation of our reports dated April 24, 2000, with respect to the consolidated financial statements and schedule of Quantum Corporation, the combined financial statements and schedule of the DLT & Storage Systems group of Quantum Corporation and the combined financial statements and schedule of the Hard Disk Drive group of Quantum Corporation, included in Quantum Corporation's Annual Report (Form 10- K) for the year ended March 31, 2000, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

San Jose, California  
August 23, 2000

INDEPENDENT ACCOUNTANTS' CONSENT

The Board of Directors and Members  
MKE-Quantum Components LLC:

We consent to the incorporation by reference in the registration statement on Form S-8 of Quantum Corporation of our report dated April 14, 1998, except for notes 6(b) and 12, which are as of June 5, 1998, with respect to the consolidated balance sheet of MKE-Quantum Components LLC as of March 5, 1998, and the related consolidated statements of operations, members' equity, and cash flows from the period May 16, 1997 (Inception) through March 31, 1998, which report appears in Form 8-K of Quantum Corporation dated March 26, 1999.

/s/ KPMG

Boston, Massachusetts  
August 25, 2000