

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): April 15, 2016

Quantum Corporation

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

1-13449

(Commission File No.)

94-2665054

(IRS Employer Identification No.)

224 Airport Parkway, San Jose, CA 95110

(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (408) 944-4000

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departures of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On April 18, 2016, Quantum Corporation (the “Company”) announced the appointment of Fuad Ahmad, as Senior Vice President and Chief Financial Officer, effective April 15, 2016. Mr. Ahmad will also serve as Chief Accounting Officer. Mr. Ahmad will replace Chris Willis who has been serving as interim Chief Financial Officer. Mr. Willis will continue as the Company’s Vice President, Financial Planning and Analysis.

Mr. Ahmad, 46, has been a partner at FLG Partners, LLC, a leading CFO consulting and board advisory firm since January 2013, during which time he has served as a chief financial officer and advisor for several companies, including, from July 2013 to October 2015, Ensignet Inc. Before joining FLG Partners, LLC (“FLG”), from 2010 to 2012, Mr. Ahmad served as CFO of Sezmi, a privately held cloud-based software platform for complete turnkey video solutions for a personalized and multi-screen offering for Telecommunications companies, Media/Content companies, and Internet Service Providers. From 2004 to 2010, Mr. Ahmad served as Senior Vice president and CFO of Globalstar Inc., a public company that builds and operates low-earth orbit satellite-based digital telecommunications systems. Mr. Ahmad has a B.S. in Finance from Brigham Young University.

Mr. Ahmad has entered into an offer letter (the “Offer Letter”) with the Company pursuant to which his annual base salary will be calculated as a percentage of the “Total Fee Basis” of \$400,000, subject to review and adjustment. For the first year of employment, his base salary will be equal to 85% of the Total Fee Basis with the remaining 15% paid directly to FLG as compensation under the placement agreement between FLG and the Company (the “Placement Agreement”). Pursuant to the Offer Letter, in the second year of his employment, Mr. Ahmad will be paid 90% of the Total Fee Basis, with 10% paid directly to FLG and in the third year, Mr. Ahmad will be paid 95% of the Total Fee Basis, with 5% paid directly to FLG. In addition, Mr. Ahmad will be eligible to participate in the Quantum Incentive Plan. His target bonus will be 50% of the then current Total Fee Basis and 10% of the bonus earned by Mr. Ahmad will be paid directly to FLG. Management has recommended to the Company’s board of directors that Mr. Ahmad receive an equity grant of 800,000 full value restricted stock units that vest in equal installments annually over four years. Mr. Ahmad is expected to enter into the Company’s form of change of control and indemnification agreements in the forms previously filed with the Securities and Exchange Commission. He will be eligible for health and welfare benefits consistent with similarly situated employees at the Company as well as participation in a deferred compensation program and certain Company-paid financial planning benefits.

Mr. Ahmad will continue to serve as a partner at FLG, but will be a full-time employee of the Company, He has agreed pursuant to the Offer Letter that he will devote his full business efforts and time to the Company and will not actively engage in any other employment, occupation or consulting or other business activity for direct or indirect remuneration without approval of the Company’s CEO.

Mr. Ahmad has no family relationships with any director, executive officer, or person nominated or chosen by the Company to become a director or executive officer of the Company. He is not a party to any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

The terms and conditions of Mr. Ahmad’s employment are set forth in the Offer Letter and the Placement Agreement, which are filed with this report as Exhibits 10.1 and 10.2, respectively and are incorporated herein by reference

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

The following exhibits are filed herewith:

Exhibit No.	Description
10.1	Offer Letter effective April 15 between the Company and Fuad Ahmad
10.2	Placement Agreement dated April 15 between the Company and FLG Partners, LLC
99.1	News release for Quantum Corporation dated April 18, 2016 titled “Quantum Names Fuad Ahmad Chief Financial Officer”

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

QUANTUM CORPORATION

/s/ SHAWN D. HALL

Shawn D. Hall
Senior Vice President, General Counsel and Secretary

Dated: April 18, 2016



Quantum Corporation
224 Airport Parkway, Suite 300
San Jose, CA 95110
www.quantum.com
408-944-4000

April 14, 2016

Fuad Ahmad
[Address]

Dear Fuad,

I am pleased to confirm our offer to you to join Quantum in the position of Senior Vice President & Chief Financial Officer reporting directly to me. Your start date will be Friday, April 15, 2016. You will be located in the San Jose office.

Your annual base salary will be calculated as a percentage of the "Total Fee Basis," which shall equal an annual rate of \$400,000, subject to review and adjustment by the Company from time to time. For your first year of employment, your base salary will be equal to eighty-five percent (85%) of the Total Fee Basis, representing an equivalent annual rate of base salary pay of \$340,000, with the remaining fifteen percent (15%) of the Total Fee Basis being paid directly to FLG Partners, LLC ("FLG") as compensation to FLG under the Placement Agreement entered into between Quantum and FLG concurrently with this letter agreement (the "Placement Agreement"). For your second year of employment, your base salary will be equal to ninety percent (90%) of the then-current Total Fee Basis, with the remaining ten percent (10%) being paid to FLG as described above. For each subsequent year of employment, your base salary will be equal to ninety-five percent (95%) of the then-current Total Fee Basis, with the remaining five percent (5%) being paid to FLG as described above.

In addition, you will be eligible to participate in Quantum's Incentive Plan (QIP) which is the annual bonus program. Your "Target Bonus Basis" under that plan will be 50% of your Total Fee Basis, and your bonus payout will be equal to ninety percent (90%) of any Target Bonus Basis that is earned, although the actual amount will be determined as described in the plan, based on Quantum's Corporate and/or business specific results, as well as your own performance. The remaining ten percent (10%) of any Target Bonus Basis earned will be paid to FLG pursuant to the Placement Agreement.

The Company has recommended to the Board of Directors an equity grant of 800,000 full value service-based restricted stock units (RSUs) that vest in equal installments annually over a four-year period. Once your equity award has been formally approved, your stock information will be transferred to E*Trade who serves as our on-line broker. You will receive information from E*Trade necessary for you to establish your on-line account and instructions on how to accept your grants. Your eligibility for future stock grants will be based upon Board approval, budget, eligibility and individual performance. This grant, and any future equity grants made in connection with your employment with Quantum, will be granted solely to you. Any arrangement whereby FLG is to receive a portion of the economic benefit of these grants is solely between you and FLG, and Quantum shall have no interest in, or responsibility for, such an arrangement.

As a Quantum Senior Vice President and Chief Financial Officer, you will be eligible to participate in Quantum's Change of Control Program. That agreement will be provided to you during your orientation

which will be scheduled during your first week at Quantum. In the event your employment is terminated involuntarily in a context other than a Change in Control (in which case Quantum's Change in Control Agreement shall be the sole source of severance benefits), you will be covered under Quantum's standard severance policy for Vice Presidents. These benefits do not apply to any termination for cause.

Quantum's flexible benefit program provides a full range of benefits for you and your qualified dependents. Additionally, you will be eligible to participate in Quantum's Deferred Compensation Program and will be eligible to receive company-reimbursed financial planning services. The financial planning benefit provides for a reimbursement in the first year of up to \$6,000 for an initial estate and tax planning review and a yearly benefit thereafter of up to \$3,500 for ongoing updates and tax return preparation. A benefit overview packet will be mailed immediately upon your acceptance and you will receive a detailed review of our benefits program during your orientation. Information relating to the Deferred Compensation program will be sent to you within 30 days of your hire date. Your orientation will be scheduled with a representative of HR and will occur shortly after your hire date.

During your employment with Quantum you will have access to confidential and proprietary information, which Quantum vigorously protects. Therefore, this offer is conditioned on your execution and delivery to Quantum of its Proprietary Information and Inventions Agreement. You will receive these documents as part of a separate mailing that will also include your orientation packet. You are requested to bring the required documents with you on your first day.

During your employment with Quantum, you will also devote your full business efforts and time to Quantum. For the duration of your employment with Quantum, you agree not to actively engage in any other employment, occupation, or consulting or other business activity for any direct or indirect remuneration (including membership on a board of directors) without the prior approval of the Chief Executive Officer; provided, however, that you may, without the approval of the Board, i) serve in any capacity with any civic, educational, or charitable organization; and/or ii) continue your involvement and membership in FLG Partners, LLC, provided in each case that such services do not interfere with your obligations to Quantum. Notwithstanding the foregoing, in no event, during the term of your employment with Quantum, will you engage in any other employment, occupation, consulting or other business activity directly related to the business in which Quantum is now involved or becomes involved during the term of your employment, or engage in any other activities that conflict with your obligations to Quantum.

In accepting this offer, you are representing to Quantum that (a) you are not a party to any employment agreement or other contract or arrangement which prohibits your full-time employment with Quantum, (b) you do not know of any conflict which would restrict your employment with Quantum and (c) you have not and will not bring with you to your employment with Quantum any documents, records or other confidential information belonging to former employers. We ask that, if you have not already done so, you disclose to Quantum any and all agreements relating to your prior employment that may affect your eligibility to be employed by Quantum or limit the manner in which you may be employed.

To comply with government mandated confirmation of employment eligibility, please complete the "Lists of Acceptable Documents" as approved by the United States Department of Justice for establishing identity and employment eligibility - the "I-9" process - which will be mailed to you with your benefits information. Please bring these documents to your orientation. Also, please review and sign the "Agreement Covering the Protection of Company Private and Proprietary Information." That document can also be returned during your orientation.

To confirm your acceptance of our offer, please sign one copy of this letter, and return the document to Terri Longbella, Director of Human Resources, Quantum Corporation 10125 Federal Drive, Colorado Springs, CO 80908. You may also scan your signed copy to Terri at terri.longbella@quantum.com. This offer is contingent upon successful completion of security background verification.

This offer supersedes any and all other written or verbal offers. Employment at Quantum is at will - either you or Quantum has the right to terminate your employment at any time for any reason, with or without cause. You understand and agree that neither your job performance nor promotions, commendations, bonuses or the like from Quantum give rise to or in any way serve as the basis for modification, amendment, or extension, by implication or otherwise, of your at-will employment with Quantum.

Fuad, I am very excited to have you join our leadership team and look forward to our partnership in driving future Quantum success.

Sincerely,

/s/ Jon Gacek
Jon Gacek
President and CEO
Quantum Corporation

I understand and accept the terms of this employment.

Signed /s/ Fuad Ahmad
Fuad Ahmad

Date April 14, 2016



CONFIDENTIAL PLACEMENT AGREEMENT

This Placement Agreement (the "Agreement") is executed as of the date shown on the signature page ("Effective Date"), by and between FLG Partners, LLC, a California limited liability company ("FLG"), and the entity identified on the signature page ("Client").

RECITALS

WHEREAS, FLG is in the business of providing certain financial services;

WHEREAS, Client wishes to retain FLG to provide and FLG wishes to provide such services to Client on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

1. **Placement.** Subject to Fuad Ahmad (the "FLG Member") executing the employment agreement between Client and the FLG Member attached hereto as Exhibit A (the "Employment Agreement"), Client hereby agrees to employ the FLG Member pursuant to the Employment Agreement.
2. **Compensation.**
 - A. "Total Fee Basis" shall have the meaning assigned in the Employment Agreement.
 - B. "Salary" shall mean all base salary paid to the FLG Member for services.
 - C. "Bonus" shall mean any contingent cash payable to the FLG Member.
 - D. "Target Bonus Basis" shall have the meaning assigned in the Employment Agreement.
 - E. "Engagement Date" shall mean April 15, 2016.
 - F. As compensation to FLG for: 1) making the FLG Member exclusively available to Client, and 2) providing the resources of FLG's collective membership of experienced Chief Financial Officers to provide ongoing advice and consultation to Client and FLG Member regarding best practices and sound executive management (collectively, the "Services"),
 - i. Client will pay FLG the below-listed fees, calculated based on a percentage of the Total Fee Basis and Total Bonus Basis under the Employment Agreement:
 - a) For the FLG Member's period of employment ending upon the first anniversary of the Engagement Date, an annual fee equal to fifteen percent (15%) of the Total Fee Basis for such period;
 - b) For the FLG Member's year of employment ending upon the second anniversary of the Engagement Date, an annual fee equal to ten percent (10%) of the Total Fee Basis for such period;
 - c) For each subsequent year of the FLG Member's employment, an annual fee equal to five percent (5%) of the Total Fee Basis for the applicable year of employment;
 - d) For each year of the FLG Member's employment, a fee equal to ten percent (10%) of any Target Bonus Basis that is earned by the FLG Member for the applicable year.
 - G. All compensation payable to FLG hereunder shall be payable directly to FLG for Services rendered and shall not be reported as compensation income to the FLG Member, but shall be reported as income to FLG.
- H. The FLG Member shall be eligible to participate in all employee benefit plans sponsored by Client as described in the Employment Agreement.
- I. Client shall pay to FLG all amounts payable to FLG hereunder at the same time as the corresponding Salary or Bonus payments shall be made to the FLG Member. Any amounts payable hereunder which shall be more than thirty (30) days overdue shall accrue a late payment fee at the rate of one and 50/100 percent (1.5%) per month. FLG shall be entitled to recover all costs and expenses (including, without limitation) attorneys' fees) incurred by it in collecting any amounts overdue under this Agreement.
3. **Relationship of the Parties.** FLG's relationship with Client will be that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between Client and FLG. FLG is not the agent of Client and is not authorized to make any presentation, contract, or commitment on behalf of Client unless specifically requested or authorized to do so by Client in writing. FLG agrees that all taxes payable as a result of compensation payable to FLG hereunder shall be FLG's sole liability. FLG shall defend, indemnify and hold harmless Client, Client's officers, directors, employees and agents, and the administrators of Client's benefit plans from and against any claims, liabilities or expenses relating to such taxes or compensation.
4. **Termination.**
 - J. This Agreement shall terminate simultaneously with the termination of the FLG Member's employment by Client.
 - K. Upon termination of this Agreement, Client shall immediately pay to FLG all amounts payable to FLG hereunder as of immediately prior to such termination.
 - L. If at any time during the one (1) year period following termination of this Agreement Client shall hire or retain the FLG Member as an employee, non-FLG consultant or independent contractor, **AND** in doing so induce, compel or cause FLG Member to leave FLG as a precondition to commencing or continuing employment or consultancy with Client, Client shall immediately pay to FLG in readily available funds a recruiting fee equal to the annualized Total Fee Basis under the Employment Agreement immediately prior to termination of this Agreement multiplied by thirty percent (30%).
5. **DISCLAIMERS AND LIMITATION OF LIABILITY.**
NOTWITHSTANDING ANYTHING IN THE CONTRARY IN THE EMPLOYMENT AGREEMENT, ALL SERVICES TO BE PROVIDED BY THE FLG MEMBER UNDER THE EMPLOYMENT AGREEMENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. CLIENT RECOGNIZES THAT THE "AS IS" CLAUSE OF THIS AGREEMENT IS AN IMPORTANT PART OF THE BASIS OF THIS AGREEMENT, WITHOUT WHICH FLG WOULD NOT HAVE AGREED TO ENTER INTO THIS AGREEMENT AND THE FLG MEMBER WOULD NOT HAVE AGREED TO ENTER INTO



CONFIDENTIAL PLACEMENT AGREEMENT

THE EMPLOYMENT AGREEMENT. FLG, ON BEHALF OF ITSELF AND THE FLG MEMBER,

EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, TERMS OR CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PROFESSIONAL SERVICES, INCLUDING ANY, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, REGARDING THE SERVICES PROVIDED HEREUNDER SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF FLG WHATSOEVER. IN NO EVENT SHALL FLG BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO: LOST PROFITS; REVENUE OR SAVINGS; WAIVER BY CLIENT, WHETHER INADVERTENT OR INTENTIONAL, OF CLIENT'S ATTORNEY-CLIENT PRIVILEGE THROUGH CLIENT'S DISCLOSURE OF LEGALLY PRIVILEGED INFORMATION TO FLG; OR THE LOSS OF USE OF ANY DATA, EVEN IF CLIENT OR FLG HAVE BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR THE EMPLOYMENT AGREEMENT TO THE CONTRARY, THE AGGREGATE CUMULATIVE LIABILITY OF FLG UNDER THIS AGREEMENT AND THE EMPLOYMENT AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO TWO (2) MONTHS OF THE CASH COMPENSATION PAYABLE BY CLIENT UNDER SECTION 2 OF THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT THE COMPENSATION PAID BY IT UNDER THIS AGREEMENT AND THE EMPLOYMENT AGREEMENT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THE EMPLOYMENT AGREEMENT AND THAT FLG WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

6. Disclosures:

- A. IRS Circular 230. To ensure compliance with requirements imposed by the IRS effective June 20, 2005, we hereby inform you that any tax advice offered during the course of providing, or arising out of, the Services rendered pursuant to this Agreement, unless expressly stated otherwise, is not intended or written to be used, and cannot be used, for the purpose of: (i) avoiding tax-related penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any tax-related matter(s) said tax advice address(es).
- B. Attorney-Client Privilege. Privileged communication disclosed to FLG may waive the privilege through no fault of our own. We strongly recommend that you consult with your legal counsel before disclosing privileged information to us. Pursuant to paragraph 6, FLG will be responsible for damages caused through Client's waiver of privilege, whether deliberate or inadvertent, by disclosing such information to FLG.

7. Indemnification.

- A. FLG shall, to the fullest extent permitted by law, as now or hereafter in effect, be indemnified and held harmless, and such right to indemnification shall continue to apply to FLG following the term of this Agreement out of the assets and profits of the Client from and against all actions, costs, charges, losses,

damages, liabilities and expenses which FLG, or FLG's heirs, executors or administrators, shall or may incur or sustain by or by reason for any act done, concurred in or omitted in or about the execution of FLG's or FLG Member's duty or services performed on behalf of Client; and Client shall advance the reasonable attorney's fees, costs and expenses incurred by FLG in connection with litigation related to the foregoing on the same basis as such advancement would be available to the Client's officers and directors, PROVIDED THAT Client shall not be obligated to make payments to or on behalf of any person (i) in connection with services provided by such person outside the scope of Services contemplated by this Agreement, and not authorized or consented to by Client's CEO or Board of Directors, or (ii) in respect of any (a) gross negligence or willful misconduct of such person, or (b) negligence of such person, but only to the extent that FLG's errors and omissions liability insurance would cover such person for such negligence without regard to Client's obligation to indemnify FLG hereunder.

- B. FLG shall have no liability to Client relating to the performance of its duties under this agreement except in the event of FLG's gross negligence or willful misconduct.
 - C. FLG agrees to waive any claim or right of action FLG might have whether individually or by or in the right of Client, against any director, secretary and other officers of Client and the liquidator or trustees (if any) acting in relation to any of the affairs of Client and every one of them on account of any action taken by such director, officer, liquidator or trustee or the failure of such director, officer, liquidator or trustee to take any action in the performance of his duties with or for Client; PROVIDED THAT such waiver shall not extend to any matter in respect of any gross negligence or willful misconduct which may attach to any such persons.
8. Miscellaneous.

- A. Any notice required or permitted to be given by either party hereto under this Agreement shall be in writing and shall be personally delivered or sent by a reputable courier mail service (e.g., Federal Express) or by facsimile confirmed by reputable courier mail service, to the other party as set forth in this Paragraph 8(A) Notices will be deemed effective two (2) days after deposit with a reputable courier service or upon confirmation of receipt by the recipient from such courier service or the same day if sent by facsimile and confirmed as set forth above.

If to FLG:

Jeffrey S. Kuhn
 Managing Partner
 FLG Partners, LLC
 PO Box 556
 Ross, CA 94957-0556
 Tel: 415-454-5506
 Fax: 415-456-1191
 E-mail: jeff@flgpartners.com

If to Client: the address, telephone numbers and email address shown below Client's signature on the signature page.

- B. This Agreement will be governed by and construed in accordance with the laws of California without giving effect to any choice of law principles that would require the application of the laws of a different jurisdiction.
- C. Any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement (including any other



CONFIDENTIAL PLACEMENT AGREEMENT

agreement(s) contemplated hereunder), including, without limitation, any action or claim based on tort, contract, or statute (including any claims of breach or violation of statutory or

common law protections from discrimination, harassment and hostile working environment), or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement (“Claim”), shall be resolved by final and binding arbitration before a single arbitrator (“Arbitrator”) selected from and administered by the San Francisco office of JAMS (the “Administrator”) in accordance with its then existing commercial arbitration rules and procedures. The arbitration shall be held in the San Mateo County, California. The Arbitrator shall, within fifteen (15) calendar days after the conclusion of the Arbitration hearing, issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The Arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief he or she deems just and equitable and within the scope of this Agreement, including, without limitation, an injunction or order for specific performance. Each party shall bear its own attorney’s fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Administrator and the Arbitrator; provided, however, the Arbitrator shall be authorized to determine whether a party is the prevailing party, and if so, to award to that prevailing party reimbursement for its reasonable attorneys’ fees, costs and disbursements, and/or the fees and costs of the Administrator and the Arbitrator. The Arbitrator’s award may be enforced in any court of competent jurisdiction. Notwithstanding the foregoing, nothing in this Section 8(c) will restrict either party from applying to any court of competent jurisdiction for injunctive relief.

- D. Upon completion of the engagement hereunder, FLG may place customary “tombstone” advertisements using Client’s logo and name in publications of FLG’s choice at its own expense, and/or cite the engagement in similar fashion on FLG’s website.
- E. Neither party may assign its rights or delegate its obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party; provided, however, that FLG may assign its rights and delegate its obligations hereunder to any affiliate of FLG. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties’ respective successors and permitted assigns.
- F. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

- G. This Agreement, the Exhibits, and any executed Non-Disclosure Agreements specified therein and thus incorporated by reference, constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements or understandings, express or implied, written or oral, between the parties with respect hereto. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.
- H. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the parties. The waiver by a party of any breach hereof for default in payment of any amount due hereunder or default in the performance hereof shall not be deemed to constitute a waiver of any other default or succeeding breach or default.
- I. If and to the extent that a party’s performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such party (each, a “Force Majeure Event”), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions of the non-performing party, then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and such party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means.
- J. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts together constitute one and the same instrument.
- K. This Agreement may be executed by facsimile signatures (including electronic versions of this document in Adobe Acrobat form which contain scanned signatures) by any party hereto and such signatures shall be deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.
- L. Survivability. The following sections shall survive the termination of this Agreement: 5 (“Disclaimers and Limitation of Liability”); 7 (“Indemnification”); and 8 (“Miscellaneous”).

SIGNATURE PAGE FOLLOWS



CONFIDENTIAL PLACEMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CLIENT:

Quantum Corporation
a Delaware corporation
By:Shawn Hall

Signed: /s/ Shawn Hall
Title:SVP, General Counsel
Address:224 Airport Parkway, Suite 300
San Jose, CA 95110
Tel:408-944-4460
Fax:408-944-6581
Email:shawn.hall@quantum.com

FLG:
FLG Partners, LLC,
a California limited liability company
By:Jeffrey S. Kuhn

Signed: /s/ Jeffrey S. Kuhn
Title:Managing Partner

Effective Date:April 15, 2016

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CONFIDENTIAL PLACEMENT AGREEMENT

EXHIBIT A

Employment Agreement

Quantum.

News Release

Contact:

Brad Cohen
Public Relations
Quantum Corp.
+1 (408) 944-4044
brad.cohen@quantum.com

For Release:

April 18, 2016
5:05 a.m. PDT

Brinlea Johnson or Allise Furlani
Investor Relations
The Blueshirt Group
+1 (212) 331-8424 or +1 (212) 331-8433
brinlea@blueshirtgroup.com or allise@blueshirtgroup.com

Quantum Names Fuad Ahmad Chief Financial Officer

Executive Brings 25 Years of Financial Experience

SAN JOSE, Calif. - April 18, 2016 - Quantum Corp. (NYSE: QTM) today announced that Fuad Ahmad has been appointed senior vice president and CFO, effective April 15, 2016. He brings 25 years of financial experience to the role, including over 12 years as a CFO for three different public and private companies. Ahmad is currently a partner at FLG Partners LLC, a leading CFO consulting and board advisory firm based in Silicon Valley.

“Fuad has a broad range of executive experience driving increased growth and profitability in different technology sectors,” said Jon Gacek, president and CEO of Quantum. “This experience will serve Quantum well as we build on the progress we made in key areas during fiscal 2016 and look to capitalize on our scale-out storage opportunities, to further leverage our data protection assets and to deliver greater shareholder value in this new fiscal year and beyond.”

Ahmad joined FLG Partners in 2013 and has been advising various companies on matters ranging from scaling their operations and growth and financing strategies to restructuring and reorganizations. Prior to FLG Partners, he was CFO of Sezmi Inc., a provider of cloud-based, turnkey video solutions for personalized and multi-screen offerings serving telecommunications, media/content and ISP companies. During his tenure, Ahmad played a central role in tripling revenue growth while reducing operating expenses more than 50 percent.

- more -

From 2004 to 2010, Ahmad was senior vice president and CFO of Globalstar Inc., an industry-leading provider of mobile satellite voice and data services with operations in over 30 countries servicing more than 650,000 subscribers. While at the company, he led its IPO following a period of robust growth and profitability.

“The storage challenges posed by more demanding workflows and the strength of Quantum’s product portfolio in addressing these challenges are providing new opportunities for the company, which is reflected in the positive preliminary fourth quarter results announced today,” said Ahmad. “I look forward to working with Jon and the rest of the management team to capitalize fully on these opportunities and deliver increased growth, profitability and cash flow.”

About Quantum

Quantum is a leading expert in scale-out storage, archive and data protection, providing solutions for capturing, sharing and preserving digital assets over the entire data lifecycle. From small businesses to major enterprises, more than 100,000 customers have trusted Quantum to address their most demanding data workflow challenges. Quantum’s end-to-end, tiered storage foundation enables customers to maximize the value of their data by making it accessible whenever and wherever needed, retaining it indefinitely and reducing total cost and complexity. See how at www.quantum.com/customerstories.

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