



548 Market Street, #45514  
San Francisco, CA 94104  
www.disconnect.me

December 9, 2011

Zhiwen Teh  
Block 429 Clementi Avenue 3, #08-406  
Singapore

Dear Mr. Teh:

Disconnect, Inc., a Delaware corporation (the "Company"), is pleased to offer you employment with the Company on the terms described below.

1. **Position.** You will start in a full-time position as Computer Programmer and you will initially report to the Company's Chief Executive Officer. By signing this letter, you confirm with the Company that you are under no contractual or other legal obligations that would prohibit you from performing your duties with the Company.

2. **Compensation and Employee Benefits.** You will be paid a starting salary at the rate of \$32.50 per hour, payable on the Company's regular payroll dates.

3. **Confidential Information and Invention Assignment Agreement.** Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's enclosed standard Confidential Information and Invention Assignment Agreement.

4. **Employment Relationship.** Employment with the Company is for no specific period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations which may have been made to you are superseded by this offer. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and the Company's Chief Executive Officer.

5. **Outside Activities.** While you render services to the Company, you agree that you will not engage in any other employment, consulting or other

business activity without the written consent of the Company. In addition, while you render services to the company, you will not assist any person or entity in competing with the Company, in preparing to compete with the Company or in hiring any employees or consultants of the Company.

6. **Withholding Taxes.** All forms of compensation referred to in this letter are subject to applicable withholding and payroll taxes.

7. **Entire Agreement.** This letter supersedes and replaces any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter.


*[Signature Page Follows]*

If you wish to accept this offer, please sign and date both the enclosed duplicate original of this letter and the enclosed Confidential Information and Invention Assignment Agreement and return them to me. As required, by law, your employment with the Company is also contingent upon your providing legal proof of your identity and authorization to work in the United States. This offer, if not accepted, will expire at the close of business on December 31, 2011.

We look forward to having you join us no later than December 31, 2011.

Very truly yours,

DISCONNECT, INC.

By: 

(Signature)

Name: Casey Oppenheim

Title: Chief Operating Officer

ACCEPTED AND AGREED:

NAME: ZHIWEN TEH

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

Anticipated Start Date: \_\_\_\_\_

Attachment A: Confidential Information and Invention Assignment Agreement

**ATTACHMENT A**

**CONFIDENTIAL INFORMATION AND  
INVENTION ASSIGNMENT AGREEMENT**

*(See Attached)*