

Mandatory fields are marked with a red indicator.

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WESTERN DIGITAL TECHNOLOGIES, INC. DISPUTE RESOLUTION AGREEMENT

1. How This Agreement Applies

This Agreement is governed, in all respects, by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and evidences a transaction involving commerce. This Agreement applies to any dispute arising out of or related to Employee's employment with or separation from Western Digital Technologies, Inc. or one of its affiliates, successor, subsidiaries or parent companies ("Company") (including but not limited to statutory, constitutional, contract, tort, equitable, and any common law claims). This Agreement survives after the employment relationship terminates.

Prior to initiating any arbitration, Employee is required to first raise his or her concern with either the Employee's manager or local HR Business Partner. The Company will work with the Employee to address the concerns raised. If the Employee is unsatisfied with the resolution of that process, the Employee may appeal the issue(s) to the Chief Human Resources Officer (or his/her designee) at the Company. If the Employee's concerns are not satisfactorily addressed at that stage, the Employee may

proceed to file a claim in arbitration consistent with the terms of this Agreement. Similarly, prior to initiating any arbitration, the Company will first raise its concerns with Employee directly and seek to address its concerns. If the Company's concerns are not satisfied through such informal discussions, the Company may proceed to file a claim in arbitration consistent with the terms of this Agreement.

Except as it otherwise provides, this Agreement applies to the resolution of timely disputes that would be resolved in a court of law. This Agreement requires all such disputes between Employee and the Company, whether initiated by the Company or Employee, to be resolved only by an arbitrator through individual, final and binding, arbitration and not by way of court or jury trial. Such disputes include, without limitation, disputes arising out of or relating to the interpretation, application, and/or enforceability of this Agreement, as well as the arbitrability of claims falling under it.

2. Limitations On How This Agreement Applies

This Agreement does not apply to claims for workers compensation, state disability insurance, and unemployment insurance benefits. Disputes related to health and welfare plans will be addressed consistent with the terms set out in the applicable plans. In addition, this Agreement also does not apply to disputes that may not be subject to a pre-dispute arbitration agreement as a matter of applicable law.

Regardless of any other terms of this Agreement, claims may be brought before and remedies awarded by an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims may include claims or charges brought before the Equal Employment Opportunity Commission, the U.S. Department of Labor the National Labor Relations Board or the Office of Federal Contract Compliance Programs. Further, to the extent a party would have to file a timely administrative charge or complaint as a prerequisite to filing a claim in court, the party must do the same before submitting a claim to arbitration under this Agreement. Upon receipt of a right-to-sue letter or similar administrative determination, however, the claim can only be resolved in individual arbitration pursuant to the terms of this Agreement.

3. Accepting This Agreement

Employee will accept this Agreement by continuing to work for the Company after thirty (30) days following their hire date, unless Employee has taken the steps described below for opting out of the Agreement.

Employee may also choose to work for the Company without consenting to this Agreement. To elect not to be bound by this Agreement, Employee must send an email to Dispute.Resolution@wdc.com within thirty (30) calendar days following Employee's hire date stating that Employee "requests to opt out of the Company's Dispute Resolution Agreement" or words to that effect. Please include your full name and employee identification number in your request. This email must be received no later than thirty (30) days after your hire date to be effective.

Your decision whether to accept or to opt out of this Agreement will not affect your employment with the Company.

4. Selecting The Arbitrator

The Arbitrator shall be selected by mutual agreement of the Company and the Employee. If the parties are unable to agree upon an arbitrator, the Company will request from the Judicial Arbitration and Mediation Services, Inc. ("JAMS") a list of qualified neutral arbitrators. The parties will then alternatively strike names from the list until a single name remains. The party to strike first will be decided by a coin toss. The location of the arbitration proceeding shall be no more than 45 miles from the place where the Employee last worked for the Company, unless each party to the arbitration agrees in writing otherwise.

5. Starting The Arbitration

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to the Company shall be provided to the Company's Legal Department, attention: General Counsel, Western Digital, 3355 Michelson Drive, Suite 100, Irvine, CA 92612. Any demand for arbitration made to the Employee shall be provided to the Employee's last address on file with the Company. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy pending the establishment of the arbitral tribunal, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

6. How Arbitration Proceedings Are Conducted

Either party may initiate an arbitration before JAMS under the then-current JAMS' Employment Arbitration Rules and Procedures, as modified by the provisions of this Agreement. The applicable arbitral rules (except as modified by this Agreement) are available for review at www.jamsadr.com (under the Rules/Clauses tab). In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and

defenses, and any disputes in this regard shall be resolved by the Arbitrator.

7. Class/Representative/Collective Action Waiver

To the fullest extent permitted by applicable law, Employee and the Company agree to bring any dispute arising out of or related to your employment or separation therefrom in arbitration on an individual basis only, and not on a class, collective, joint, or representative basis (collectively referred to as "Class Action Waiver").

Notwithstanding any other clause contained in this Agreement, any claim that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

8. Paying For The Arbitration

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, in all cases where required by law, the Company will pay all costs unique to arbitration, such as the Arbitrator's and arbitration fees. If under applicable law the Company is not required to pay all such costs, such costs will be apportioned between the parties in accordance with applicable law, and any disputes in that regard will be resolved by the Arbitrator.

9. The Arbitration Hearing, Arbitral Award, and Appeal Rights

The parties will arbitrate their dispute before the Arbitrator, who shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Either party may file pre-trial motions and the arbitrator will duly consider and decide such motions. Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue

of this Agreement. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the Arbitrator, neither a party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.

10. Non-Retaliation

It is against Company policy for any Employee to be subject to retaliation if he or she exercises his or her right to assert claims under this Agreement. If any Employee believes that he or she has been retaliated against by anyone at the Company for exercising rights under this Agreement, the Employee should immediately report this to the Human Resources Department.

11. Complete Agreement and Modifications

This Agreement is the full and complete agreement relating to the formal resolution of employment-related disputes and supersedes and replaces any prior oral or written agreements on that subject. This Agreement may only be modified by a writing signed by both the Company and the Employee.

12. Severability

Should Paragraph 7 of this Agreement, and/or any other provision of this Agreement requiring that claims be brought only on an individual basis, and not on a class, representative, or collective basis, be determined invalid or unenforceable with respect to any particular claim, then that claim will not proceed in arbitration but rather will be resolved in a court of competent jurisdiction. If that occurs, however, this Agreement will still be fully enforceable as to all other claims, which must be resolved in arbitration on an individual basis. The parties agree to resolve any arbitrable claims in arbitration first and to seek a stay of any non-arbitrable claims until the full completion of the arbitral process.

Except as otherwise stated herein, if any other provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such adjudication will not affect the validity of the remainder of the Agreement which will remain in full force and effect. Nothing in this agreement alters the at will status of your employment. This means that either you or the Company can terminate your employment with or without cause or with or without notice.

Employee Name:

Ibrahim Rupawala

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Please enter your **system password** as your electronic signature.
