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CONTRACT RESPECTING CERTAIN CONFIDENTIAL DOCUMENTS

This agreement is made this 20 day of February
1992, by and between INFORMATION SYSTEMS DE
PRECLEAR FC ("the
Organization") and Dianetics Foundation International
("DFI").

WITNESSETH:

WHEREAS, The Organization maintains certain files, hereinafter referred to as the "Files", which include confidential information about members, staff members and other individuals who are Scientologists and Dianeticists, and

WHEREAS, Dianetics Foundation International is organized and operated exclusively for the betterment of mankind through the supervision of local organizations that are formed for the advancement and dissemination of that applied philosophy and spiritual technology in accordance with the writings and recorded spoken words of the noted philosopher L. Ronald Hubbard (hereinafter referred to as the "Hubbard Philosophy and Technology"), the writings and recorded spoken words of Mr. Hubbard with respect to the organizations formed for the purposes of the Hubbard Philosophy and Technology hereinafter being referred to herein as "the Hubbard Writings."

WHEREAS, the Organization recognizes the authority of DFI as the senior organization for the advancement and dissemination of the Hubbard Philosophy and Technology.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF THE COVENANTS AND AGREEMENTS OF THE PARTIES HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This agreement is intended to be and shall be legally binding upon and enforceable by each of DFI and the organization as corporations.
2. The Files include all of the following now and hereafter held by the Organization, whether prepared by the Organization or delivered to it by any organization or center formed for the advancement and dissemination of the Hubbard Philosophy and Technology, or by any Field Auditor:
 - a. The documents known as "Preclear Folders" or "PC Folders", and as further defined under the term "folder" in the Hubbard Writings;

- b. The documents known as "Ethics Files", and as further defined under the term "Ethics Files" in the Hubbard Writings;
- c. The documents known as "Student Folders" and as further defined under the terms "Student File" and "Student Folder" in the Hubbard Writings;
- d. The documents known as "Staff Personnel Files" or as "Personnel Files", and as further defined under the term "Personnel Files", in the Hubbard Writings; and
- e. The documents known as "Central Files", including the Organization's mailing list, and as further defined under the terms "Central Files" and "Central Files Folder" in the Hubbard Writings.

3. The Organization and DFI understand, agree and declare that the Files constitute documents of a privileged and confidential nature which:

- a. Are essential to the accomplishment of the educational and philosophical purposes of DFI and its affiliated organizations;
- b. Contain information about members, staff members and other individuals who are affiliated with the Organization which may only be used and divulged in strict accordance with the doctrines, tenets and policies of the Hubbard Writings;
- c. Have no legitimate purpose or use whatsoever save and except the educational and philosophical purposes and uses of DFI and its affiliated organizations;
- d. Are essential to the realization by individuals of the spiritual awareness and ability which may only be realized through the services provided by DFI and its affiliated organizations; and
- e. Are held in trust by the Organization for the benefit of DFI and its affiliated organizations.

4. The Organization represents and warrants that the Files are not, have never been and will never be represented to be or treated as assets or property of the Organization on

any financial statement, in its records or books of account, or otherwise.

5. The Organization covenants and agrees that the Organization:

- a. Will hold, use and dispose of the Files solely and exclusively in trust for DFI and its affiliated organizations and in accordance with the doctrines, tenets and policies stated in the Hubbard Writings; and
- b. Will under no circumstances transfer custody or control of the Files or any of them to any organization or individual other than an organization or center affiliated with DFI, the holder of a post in an organization or center affiliated with DFI; and will transfer custody or control of the Files or any of them to any such organization, center or individual only if the organization, center or individual is in good standing under the Hubbard Philosophy and Technology.

6. The Organization covenants and agrees that should the Organization or any one or more of its board members, executives or principals cease to be in good standing with DFI then upon the request of DFI the Organization shall promptly deliver the Files, or any one or more of them designated by DFI, to any organization affiliated with DFI, or center or a Field Auditor or Ethics Officer of an affiliated organization designated by DFI.

7. The Organization covenants and agrees that upon request of DFI it shall promptly inform DFI as to the whereabouts or transferee of any one or more or all of the Files in its possession or previously held in its possession.

8. DFI covenants and agrees that any of the Files received by DFI from the Organization, and any like documents received by DFI from any other source, shall be held by it solely and exclusively in trust and shall be used and disposed of by it in strict accordance with all applicable doctrines, tenets and policies stated in the Hubbard Writings.

9. DFI covenants and agrees that it will cause to be transferred to the Organization all PC Folders, Ethics Files, Student Folders, Staff Personnel Files and Central Files relating to all individuals who receive service, become members or become staff members of the Organization to be held and used by the Organization subject to and in accordance with the foregoing.

10. As a condition of this Agreement, DFI and the Organization agree that any dispute which arises out of or relates to this Agreement shall be resolved by arbitration at Los Angeles, California, or such other location upon which the parties to the dispute may agree. In the event of arbitration, the parties to the dispute shall attempt to agree upon a single arbitrator to hear the dispute. If they are unable to do so, each party shall select a separate arbitrator, and the two arbitrators so selected shall choose a third arbitrator. Each arbitrator shall be in good standing with Dianetics Foundation International. Each arbitrator shall be familiar with the Hubbard Writings and in particular those Hubbard Writings pertaining to ethics and justice. The decision of the arbitrator or arbitrators shall be final. No arbitration finding shall authorize the dissemination of any of the Files to or possession by any person not authorized to receive the Files under the Hubbard Writings.

11. This agreement shall terminate upon delivery by the Organization of all of the Files to DFI.

12. This agreement shall terminate in the event the Organization shall cease to be in good standing with DFI, provided however that the obligations of the Organization under paragraphs 5, 6, and 7 and the provision of paragraph 10 shall survive such termination.

13. Unless terminated under paragraph 11 or paragraph 12, this agreement shall continue for 50 years after the date first above set forth.

In Witness Whereof DFI and the Organization have executed this Agreement on the day and year first set forth above.

Dianetics Foundation
International

By Mr. Cating
Its SECRETARY

INSTRUMENT TECHNOLOGIES
DEDUCTIVE AC. (Organization)

By DR. RANIERO ROSSI
Its