

Mandatory fields are marked with a red indicator.

Page 1

Employee Invention and Confidentiality Agreement

I, the undersigned employee, enter into this Employee Invention and Confidentiality Agreement (this "Agreement") with Western Digital Technologies, Inc., a Delaware corporation ("WD"). In consideration of my employment or continued employment with WD, or a current or future direct or indirect subsidiary or affiliate of WD, including without limitation Western Digital Corporation, and their successors and assigns (individually and collectively referred to as "the Company"), and for other good and valuable consideration including my salary and other compensation as an employee, the receipt of which is hereby acknowledged, I agree with WD as follows:

1. Effective Date. This Agreement is effective as of the earlier of: (i) the commencement of my employment with the Company, or (ii) the date and time at which Confidential Information was or is first disclosed to me in connection with my employment with the Company.

2. Intellectual Property Ownership. I agree and acknowledge that Company's rights include all Intellectual Property rights (subject to the exclusion in Section 2(c) below) that I solely or jointly perform, create, design, or develop by virtue of my employment with the Company, whether before or after I have executed this Agreement, and that ownership of all such Intellectual Property hereby vests in Company. I agree and acknowledge that all such Intellectual Property shall be considered works made for hire and works produced in the service of Company within the scope of my employment. As used herein, the term Intellectual Property includes, but is not limited to, inventions, inventor's certificates, utility model rights, inventive acts (including an act of conception or of reduction to practice), patents, patent applications, copyrights, moral rights, neighboring rights, sui generis rights, database rights, other rights associated with works of authorship, creations or performances, trade secrets, know-how, industrial property rights, trademarks, designs, industrial design rights, and trade dress. The Intellectual Property Company owns under this Agreement includes, but is not limited to, all Intellectual Property (subject to the exclusion in Section 2(c) below) that I conceive of or reduce to practice during my employment with the Company (whether or not during regular working hours) that may be embodied in, or used in, the making or operation of the Company's past, current, or future products, processes, systems, software, or services, or that I conceive of or reduce to practice within one year after the end of my employment with the Company if the Intellectual Property resulted, in whole or in part, from my prior employment by the Company.

a) Intellectual Property Disclosure. I shall promptly and fully disclose all Intellectual Property, whether protectable or unprotectable, that Company owns pursuant to Section 2 of this Agreement to my supervisor or such other official as the Company may designate for such purpose. I shall also promptly and fully disclose all Intellectual Property, whether protectable or unprotectable, that I believe to be subject to the exclusion in Section 2(c) of this Agreement, to my supervisor or other official as the Company may designate for such purpose, so as to enable the Company to determine whether such Intellectual Property is subject to this Agreement.

b) Previously Conceived Intellectual Property. I understand that I am obligated to identify any previously conceived inventions, discoveries, original works of authorship, developments, improvements, and trade secrets in which I have a personal ownership interest that was obtained prior to my employment with the Company ("Prior Inventions") in the space provided at the end of this Agreement (Exhibit A). I hereby warrant and represent that if Exhibit A is blank or contains the word NONE, then I do not have any Prior Inventions. If Exhibit A is not blank and does not contain the word NONE, then I hereby warrant and represent that Exhibit A contains the complete list of all of my Prior Inventions. Furthermore, I hereby warrant and represent that if any Prior Inventions are included on Exhibit A, they will not materially affect my ability to perform my job duties for the Company. I understand that I retain ownership to such Prior Inventions and that, other than the description below, I hereby warrant and represent that I will not disclose specific details of such Prior Inventions to other Company employees, or otherwise cause the Company to use Prior Inventions, without first obtaining a signed written consent by an authorized Company representative and the Legal Department. If, however, at any time during my employment, I (i) disclose or make available such Prior Inventions to a Company employee; (ii) cause the Company to use a Prior Invention or incorporate a Prior Invention into any product, process, service, technology, or other work by or on behalf of the Company; or (iii) use Company Confidential Information to expand, change, modify, license, and/or enforce my Prior Inventions; I hereby grant to the Company, without any limitations or any additional remuneration, a worldwide, non-exclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, license—with the right to grant and authorize sublicenses—to make, have made, modify, use, import, offer for sale, and sell products, processes, services, technologies or other works using or incorporating such Prior Invention and to practice any method related thereto.

c) Exclusion for Employees in Certain States. If the place where I typically perform my activities as an employee of the Company (hereinafter, "Principal Place of Employment") is in the United States, I acknowledge and understand that nothing in this Agreement shall be construed to assign any rights that I may retain under applicable laws of the state in which my Principal Place of Employment is situated ("Retained Inventions"). If my Principal Place of Employment is in California, Minnesota, Utah, or Washington, I acknowledge that I have read and understand the disclosure for the state of

my Principal Place of Employment attached as Exhibit B to this Agreement. Other than disclosures pursuant to Section 2(a), I hereby warrant and represent that I will not disclose specific details of Retained Inventions to other Company employees, or otherwise cause the Company to use Retained Inventions, without first obtaining a signed written consent by an authorized Company representative and the Legal Department. If, however, at any time during my employment, I (i) disclose or make available Retained Inventions to a Company employee; (ii) cause the Company to use a Retained Invention or incorporate a Retained Invention into any product, process, service, technology, or other work by or on behalf of the Company; or (iii) use Company Confidential Information to expand, change, modify, license, and/or enforce my Retained Inventions; I hereby grant to the Company, without any limitations or any additional remuneration, a worldwide, non-exclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, license—with the right to grant and authorize sublicenses—to make, have made, modify, use, import, offer for sale, and sell products, processes, services, technologies or other works using or incorporating such Prior Invention and to practice any method related thereto.

3. Intellectual Property Assignment. I agree to and do hereby grant and assign to Company my entire right, title, and interest in and to all Intellectual Property (other than an invention subject to the exclusion referred to in Section 2(c) above) that I have acquired or will acquire during the term of my employment with the Company that (1) is developed at least in part during the hours of my employment; (2) is developed using Company equipment, supplies, facilities, or trade secrets; (3) relates at the time it is created, conceived, or reduced to practice to Company's business or to the actual or demonstrably anticipated research or development of Company; or (4) results from any work I perform for Company. If notwithstanding the foregoing, I retain any right, title, or interest to any such Intellectual Property, I hereby grant, and agree to grant, to Company, without any limitations or any additional consideration, the worldwide, exclusive, perpetual, irrevocable, transferable, freely sublicenseable, right and license under all my right, title, and interest with respect to such Intellectual Property. If, notwithstanding the foregoing, I retain any moral rights with respect to any such Intellectual Property, I hereby waive all such moral rights. If any moral rights are not waivable under applicable law, I hereby promise and covenant not to institute, support, maintain, or permit any action or proceeding on the basis of, or otherwise assert any moral rights with respect to any such Intellectual Property. If under mandatory and non-waivable applicable laws, I am entitled to receive any additional consideration or remuneration for any assignment, transfer, conveyance, or license or any right, title, or interest with respect to any such Intellectual Property, all such assignments, transfers, conveyances, and licenses hereunder shall be conditioned on Company's express written notice, after my disclosure to Company of such Intellectual Property, that it accepts such assignment, transfer, conveyance, or license.

a) Further Assistance. I hereby agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it in further evidencing and perfecting the assignments made to the Company under this Agreement. In this regard, I hereby agree to execute every lawful document that the Company requests me to execute (whether or not during the term of my employment with the Company) in connection with the protection of Company's Intellectual Property rights. Such lawful documents include, but are not limited to, declarations and assignments including declarations of inventorship for filing and prosecuting patent applications on inventions that Company owns pursuant to this Agreement, and further assignments to show title to works of authorship and applications for copyright registration that Company owns pursuant to this Agreement. I shall give such further assistance, including but not limited to information and testimony, pursuant to the Company's request (whether or not during the term of my employment with the Company, but if after the term of my employment with the Company, then for reasonable compensation for my time, except for the period of time when I am testifying under oath) in connection with its defense, assertion, or protection of Company's Intellectual Property rights. The Company shall reimburse me for reasonable out-of-pocket expenses that I necessarily incur in connection with giving such further assistance.

b) Power of Attorney. In the event that Company is unable to secure my signature on any document required by Company under Section 3(a) or any document necessary to apply for, establish, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Company Intellectual Property rights, whether due to mental or physical incapacity or other cause, I hereby irrevocably designate and appoint Company and each of its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by me.

4. Confidentiality. The Company has and will develop, compile and own certain proprietary and non-public information ("Confidential Information") that has commercial value in its business. Confidential Information includes all information which is not generally known to the public, and which has or could have commercial value to the Company's business. It also includes trade secrets, which is confidential information that has independent economic value because it is not generally known to the public, and is subject to reasonable efforts to maintain its secrecy. Confidential Information includes not only information disclosed by the Company (or its customers, affiliates or vendors) to me in the course of my employment with the Company, but also information I develop or learn during the course of my employment with the Company. Confidential Information includes, but is not limited to, the following categories of information: (a) information regarding the Company's technology, products, product specifications, product drawings, techniques, inventions, discoveries, improvements, designs, research, test results, or know-how; (b) information regarding the Company's past, present or prospective customers', vendors', and independent contractors' identities, characteristics, performance, preferences, contract negotiations and contract terms; (c) unpublished patent application materials, (d) costs of materials, manufacturing techniques, component parts, or other systems used in the Company's business, (e) other

information regarding the design and development of the Company's systems, processes, procedures, products, technology or know-how; (f) internal reports, product testing reports, marketing plans, business plans, product roadmaps, technology roadmaps, business roadmaps, pricing strategies or other internal business-related communications; (g) information regarding the compensation paid to other employees and other terms of employment, provided or solicited for a competitive, recruiting, or employment solicitation purpose; (h) information regarding the Company's business forecasts, sales and revenue reports, and any financial analysis or information, budgets, projections and efforts that are not publicly disclosed; (i) information regarding mergers, acquisitions, financings and expansion plans; and (j) information designated "Western Digital Confidential," "For Internal Use Only," or with another similar marking. I understand that such Confidential Information is secret, valuable and owned by the Company, and that the Company has exercised substantial efforts to preserve the information's secrecy. I agree that:

a) I will not, at any time, whether during or subsequent to the term of my employment with the Company, in any fashion, form, or manner, unless specifically consented to in writing by the Company, either directly or indirectly, use in other than the Company's business, or divulge, disclose, or communicate to any third party, in any manner whatsoever, any Confidential Information of any kind, nature, or description. I understand that nothing in this Agreement or any other agreement or document is intended to or shall limit, prevent, impede, or interfere with my participation in government investigations, testifying in proceedings brought by a government agency regarding the Company's past or future conduct, or voluntarily communicating, without prior notice to or approval by the Company, with the government (including, but not limited to government agencies such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, Occupational Safety and Health Administration, and the National Labor Relations Board) about a potential violation of law or regulation. I also understand that pursuant to the Defend Trade Secrets Act of 2016, 18 USC § 1833(b), I shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made (1) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

b) I understand that my obligations with respect to the Company's Confidential Information apply to all Confidential Information that I receive, possess, or view during my employment with the Company, including but not limited to Confidential Information that I may have received, possessed, or viewed during my employment with the Company but before I signed this Agreement.

c) I understand that Confidential Information is important material and represents confidential trade secrets, proprietary information, and confidential business information of the Company and affects the successful conduct of the Company's business and its goodwill. I understand that any breach of any term of Section 4 of this Agreement is a material breach of this Agreement.

d) During my employment with the Company, to the extent that I have any access to individually identifying information about Company employees, contractors, or third parties (collectively, "Personal Data"), I will access such Personal Data only when I have a legitimate and necessary business reason to do so, and I will strictly maintain the confidentiality of any such Personal Data.

e) I understand that nothing in this Agreement is intended to limit my rights as an employee to discuss the terms, wages, and working conditions of my employment, as protected by applicable law.

5. Third-Party Information. I recognize that the Company has received and in the future will receive from third parties (such as customers, vendors and suppliers) their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with, or legal or other obligations to, such third party. If during the course of my employment with the Company, I receive any proprietary information belonging to any other person or entity that I suspect should not be in the possession of either the Company and/or me, I agree that I will promptly notify the Company's Legal Department without using or otherwise disclosing such proprietary information.

6. Previously Incurred Obligations. I hereby certify that I do not have any previously incurred obligation that conflicts with any of my obligations to the Company or that will interfere with my ability to fulfill my job responsibilities for the Company. For example, I am not obligated to any previous employer or another entity to assign any Intellectual Property that Company owns pursuant to this Agreement. I understand that the Company respects the confidential and proprietary information of third parties including its competitors, customers, suppliers, and vendors. I understand that the Company wants to comply with every lawful obligation that I have previously incurred to keep in trust and preserve in confidence any trade secret or proprietary information owned by any third party including but not limited to a previous employer, and I shall not disclose to the Company nor use for the Company's benefit any such trade secret or proprietary information in violation of any such previously incurred obligation. I further acknowledge and agree that I shall not disclose to the Company nor use for the Company's benefit any information whatsoever, including but not

limited to third party information, that I do not have the full right and authority to so disclose or use. I further agree that I will not bring onto the Company's premises, computer networks or electronic communications systems any confidential or proprietary information of any prior employer or other third party to whom I owe a contractual or legal obligation of confidentiality. I further agree that I will obtain guidance from the Company's Legal Department if I am uncertain as to whether I have the right to use or disclose any particular information prior to using or disclosing such information to the Company.

7. At-Will Employment. I understand that my employment with the Company is at-will. Nothing in this Agreement shall diminish or restrict either my right to resign from employment, or the Company's right to discharge me at any time, with or without good cause, and with or without written notice. I further acknowledge that the at-will nature of my employment includes the right of the Company to modify the terms and conditions of my employment, including my job title, duties, compensation and benefits, from time to time as it deems necessary.

8. Return of Property and Documents. All equipment, notebooks, documents, memoranda, reports, files, samples, books, correspondence, lists, programs, documentation, and/or other related materials produced as a result of my employment with the Company, copyrights and patents related to or arising from any work done by me during the term of my employment with the Company, and other written or graphic records and the like that affect or relate to the business of the Company that I prepare, use, construct, observe, possess, or control, hereby are and remain solely the Company's property. Upon the termination of my employment with the Company for any reason or upon demand by the Company, I agree to (a) deliver promptly to the Company any of the foregoing documents or materials that are then in my possession, custody or control, including but not limited to documents or materials maintained on paper or in electronic format on any personal email account, computer, personal digital assistant, memory stick, USB device, cloud computing software or any other electronic device or media (collectively, "Devices and Media") in my possession, custody or control; (b) permanently delete and remove any copies of such documents or materials from any of my Devices and Media; and (c) return all Company property in my possession, custody or control, including but not limited to any Company-issued or owned computers, cell phones, smart phones, tablets, printers, equipment, keys, security cards or badges, prototypes, electronic storage devices and passwords necessary to access any Company documents, emails or accounts.

9. Trade Compliance. I will not, at any time, whether during or subsequent to my term of employment with the Company, export or re-export, directly or indirectly, any of the Company's technology, software, systems, or any direct product thereof to any country or foreign national without first obtaining proper United States government approval. I understand that if I have any question regarding any release, export or re-export that is or might be contrary to this certification, I should immediately contact the Company's Trade Compliance Department before taking any such action.

10. Employee Behavior. As an employee of the Company, I acknowledge and agree that I am required to comply with all Company policies and guidelines including those regarding the subject matter of this Agreement, including but not limited to Company policies and guidelines regarding confidentiality, third party information, the return of property and documents, and trade compliance as specified in Sections 4, 5, 6, 8, and 9. I further acknowledge and agree that I am required to comply and will do all things necessary for the Company to comply with all laws and regulations of all governments, under which the Company does business, and with all provisions of contracts between the Company and any third party.

11. Non-Solicitation. During my employment with the Company and for a period of one (1) year following the voluntary or involuntary termination of my employment for any reason, I shall not (whether on my own or in active concert with anyone else) directly or indirectly solicit or attempt to solicit (1) any person from the Company with whom I worked or about whom I learned confidential information in my employment with the Company, whether such person is an employee, a consultant, or an independent contractor, to terminate their employment or engagement with the Company or to become employed by me or any third party; or (2) any customer of the Company in a manner involving the use of information which is not legally in the public domain and which is confidential to the Company. I acknowledge and agree that the foregoing covenants are reasonable and necessary to protect the Company's trade secrets and stable workforce. The foregoing shall not prevent or restrict employment or engagement of any person as a result of an unsolicited response of such person to a generally circulated offer of an employment or engagement opportunity.

12. Use of My Image. I hereby grant the Company permission to use any images taken of me by or on behalf of the Company during my employment with the Company for commercial or non-commercial materials and collateral, including, but not limited to, the Company's websites, documents filed with governmental entities, presentations, signage and advertisements. I understand that I will not receive any additional compensation for such use and hereby release the Company and anyone working on behalf of the Company in connection with the use of my image.

13. Confidentiality Reminder and Certification of Compliance. Upon the termination of my employment with the Company for any reason, I agree to immediately sign and deliver to the Company the "Confidentiality Reminder and Certification of Compliance" attached hereto as Exhibit C or, if directed by the Company, a similar document provided by the Company. I also agree to keep the Company advised of my home and business address for a period of three (3) years after termination of my

employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

14. Notification of New Employer. I hereby grant the Company my consent to notify any of my subsequent employers about my obligations under this Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement between me and WD pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations of the parties.

16. Severability. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall, to the extent of such invalidity or unenforceability, be severed, but without affecting the remainder of such provision or any other provision contained in this Agreement, all of which shall continue in full force and effect.

17. Governing Law. If my Principal Place of Employment is in the United States, this Agreement shall be governed by and construed in accordance with the laws of the state of my Principal Place of Employment. If my Principal Place of Employment is in any other country, this Agreement shall be governed by and construed in accordance with the laws of such country.

18. Enforcement. I agree that any breach by me of Sections 2, 3, 4, 5, 6 or 8 of this Agreement cannot adequately be compensated by money damages in an action at law, and thus WD or the Company shall be entitled to immediate injunctive relief, before any appropriate court of law, to enforce the terms thereof. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy at law, and the election of one or more remedies by WD or the Company will not constitute a waiver of its right to pursue other available remedies.

19. Continuing Obligations. My obligations under this Agreement continue in effect beyond the term of my employment with the Company, and my obligations are binding on my assigns, heirs, executors, administrators, and other legal representatives.

20. No Waiver. A waiver of any condition or term in this Agreement will not be construed to have any effect on the remaining terms or conditions, nor will it be construed as a waiver of any future condition or term.

21. Assignment. The rights and benefits accruing to WD and the Company may be freely assigned at the sole discretion of the Company for any purpose including but not limited to corporate reorganization, mergers, acquisitions, and renaming of legal entities.

22. Languages. This Agreement may be written in multiple languages, all of which are equally authentic. In the event of a discrepancy between different language versions, the English language version shall prevail.

23. Amendments. This Agreement may be amended, modified, or superseded only by a written document authorized by a Company Legal Department attorney that is executed by myself and an authorized representative of the Company.

IN WITNESS WHEREOF, I have executed this Agreement on the day and the year written below.

*Please confirm your acknowledgement below:

I Agree

*

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

Page 2

EXHIBIT A Previously Conceived Intellectual Property

Per Section 2(b) above, the list below contains all previously conceived Intellectual Property in which I personally have an ownership interest before my employment with the Company, including any pertinent documentation. The word NONE here confirms that I do not have any previously conceived Intellectual Property in which I personally have an ownership interest. [If you

have previously conceived Intellectual Property in which you personally have an ownership interest that does not appear below and you are filling this form out online, please decline this form and contact your HR representative for assistance.

NONE

EXHIBIT B

I. CALIFORNIA EMPLOYEES

You are hereby notified that this Employee Invention and Confidentiality Agreement shall not apply to an invention that qualifies fully under California Labor Code Section 2870 (see below).

California Labor Code Section 2860

Everything which an employee acquires by virtue of his employment, except the compensation which is due to him from his employer, belongs to the employer, whether acquired lawfully or unlawfully, or during or after the expiration of the term of his employment.

California Labor Code Section 2870

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

California Labor Code Section 2872

If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

II. MINNESOTA EMPLOYEES

You are hereby notified that this Employee Invention and Confidentiality Agreement shall not apply to an invention that qualifies fully under Minnesota Statute Section 181.78 (see below).

Minnesota Statute Section 181.78

Subdivision 1. Inventions not related to employment. Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer shall not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (1) which does not relate (a) directly to the business of the employer or (b) to the employer's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

III. UTAH EMPLOYEES

You are hereby notified that this Employee Invention and Confidentiality Agreement shall not apply to an invention that qualifies fully under Utah Code Section 34-39-3 (see below).

Utah Code Section 34-39-3 Subpart 1

An employment agreement between an employee and his employer is not enforceable against the employee to the extent that the agreement requires the employee to assign or license, or to offer to assign or license, to the employer any right or intellectual property in or to an invention that is: (a) created by the employee entirely on his own time; and (b) not an employment invention.

Utah Code Section 34-39-2 Subpart 1

"Employment invention" means any invention or part thereof conceived, developed, reduced to practice, or created by an employee which is: (a) conceived, developed, reduced to practice, or created by the employee: (i) within the scope of his employment; (ii) on his employer's time; or (iii) with the aid, assistance, or use of any of his employer's property, equipment, facilities, supplies, resources, or intellectual property; (b) the result of any work, services, or duties performed by an employee for his employer; (c) related to the industry or trade of the employer; or (d) related to the current or demonstrably anticipated business, research, or development of the employer.

IV. WASHINGTON EMPLOYEES

You are hereby notified that this Employee Invention and Confidentiality Agreement shall not apply to an invention that qualifies fully under Washington Statute Section 49.44.140 (see below).

Washington Statute Section 49.44.140

(1) A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

EXHIBIT C

Confidentiality Reminder and Certification of Compliance

This is to certify that I have complied with, and will continue to comply with, all of the terms of the Employee Invention and Confidentiality Agreement between WD and me (the "EICA"), including the reporting of any Intellectual Property rights conceived or made by me (solely or jointly with others) during my employment with the Company. I understand that any capitalized terms used but not defined in this Certification shall have the meaning ascribed to them in the EICA. I also agree that I will execute every lawful document that the Company requests me to execute in connection with the protection of Company's Intellectual Property rights, which includes, but is not limited to, declarations of inventorship for filing and prosecuting patent applications on inventions and assignments to show title to works of authorship and applications for copyright registrations. Upon the Company's request, I further agree that I will provide assistance in connection with the defense, assertion, or protection of Company's Intellectual Property rights, with the understanding that I will be reasonably compensated for my time (except for the period of time when I am testifying under oath) and that I shall be reimbursed for reasonable out-of-pocket expenses that I necessarily incur in connection with giving such assistance.

I further certify that I do not have in my possession, nor have I failed to return, any documents or materials that contain Confidential Information, including but not limited to documents or materials maintained on paper or in electronic format on any personal email account, computer, personal digital assistant, memory stick, USB device, cloud computing software or any other electronic device or media in my possession, custody or control, and that I will permanently delete any copies of such documents or materials from all of the foregoing.

I further certify that I have returned all Company property in my possession, custody or control, including any Company-issued or owned computers, cell phones, smart phones, tablets, printers, equipment, keys, security cards or badges, prototypes, electronic storage devices and passwords necessary to access any Company documents, emails or accounts.

I further agree that, in compliance with my EICA, I will hereafter not use or disclose any Confidential Information, including but not limited to the following non-public information of the Company: (a) information regarding the Company's technology, products, product specifications, product drawings, techniques, inventions, discoveries, improvements, designs, research, test results, or know-how; (b) information regarding the Company's past, present or prospective customers', vendors', and independent contractors' identities, characteristics, performance, preferences, contract negotiations and contract terms; (c) unpublished patent application materials, (d) costs of materials, manufacturing techniques, component parts, or other systems used in the Company's business, (e) other information regarding the design and development of the Company's systems, processes, procedures, products, technology or know-how, (f) internal reports, product testing reports, marketing plans, business plans, product roadmaps, technology roadmaps, business roadmaps, pricing strategies or other internal business-related communications; (g) information regarding the compensation paid to other employees and other terms of employment, provided or solicited for a competitive, recruiting, or employment solicitation purpose; (h) information regarding the Company's business forecasts, sales and revenue reports, and any financial analysis or information, budgets, projections and efforts that are not publicly disclosed; (i) information regarding mergers, acquisitions, financings and expansion plans; and (j) information designated "Western Digital Confidential," "For Internal Use Only," or with another similar marking. In addition, I further agree that I will not hereafter use or disclose any Confidential Information owned by a third party that I received during my employment at WD. I understand that nothing in this document, my EIA, or any other agreement or document is intended to or shall limit, prevent, impede, or interfere with my participation in government investigations, testifying in proceedings brought by a government agency regarding the Company's past or future conduct, or voluntarily communicating, without prior notice to or approval by the Company, with the government (including, but not limited to government agencies such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, Occupational Safety and Health Administration, and the National Labor Relations Board) about a potential violation of law or regulation. I also understand that pursuant to the Defend Trade Secrets Act of 2016, 18 USC § 1833(b), I shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made (1) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

I also acknowledge that Section 11 of my EICA prohibits me for the one (1) year period following the voluntary or involuntary termination of my employment with the Company for any reason from directly or indirectly soliciting or attempting to solicit (1) any Company employee, consultant, or independent contractor with whom I worked or about whom I learned confidential information in my employment with the Company, to terminate his or her employment or engagement with the Company or to become employed by me or any third party; or (2) any customer of the Company in a manner involving the use of information which is not legally in the public domain and which is confidential to the Company.

After leaving Company, I will be employed by

CO_SD Western Digital Tech, Inc.
in the position of

Senior Engineer, R&D Engineering

*

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

*Email Address

irupawal@asu.edu

Print Name of Employee

Ibrahim Rupawala

*Phone Number

4802849270

*Address (line 1)

1001 S Main St Apt M307

Address (line 2)

*City

Milpitas

State

California

*Zip Code

95035