



Private & Confidential

McAfee Software India Pvt Ltd,
Embassy Golf Links Business Park
Pine Valley – 2nd Floor
Intermediate Ring Road
Bangalore 560 071, India
www.mcafee.com

Rajkamal Pillai

India

13th July 2021

Dear Rajkamal,

YOUR EMPLOYMENT

On behalf of McAfee Software (India) Private Limited (“**McAfee**”) we are excited to present you with this offer of employment (“**Agreement**”). As such, the Agreement contains a statement of the principle terms of your employment between McAfee and you.

Please note that this offer is conditional upon the following:

- (i) obtaining a valid work permit (if you are not a local resident of the city where you will be employed, you are required to obtain the relevant residence and work permit and visa for the purpose of legal employment according to related local government regulations before you begin work at McAfee.
- (ii) Satisfactory completion of all and any background checks (including references and academic achievement checks) or medical examinations we consider necessary based on your role.
- (iii) Being free of any non-competition agreements or non-competition articles that you had entered into with your current employer (or any other companies) that might impact or interfere with your ability to work for McAfee in any way.

APPOINTMENT

Position

Your job role/title will be Software Architect.

You shall perform such duties as may from time to time be assigned to you by us. If your duties or position with us changes for any reason, then the terms of this contract will continue to apply, unless expressly varied by each of us in writing.

**Job Grade**

Full Time, Non-Commission, Grade 9

Location

Your normal place of work shall be Bangalore, Karnataka.

However, you shall work at such other office or premises occupied by us or our customers as we may reasonably determine but only with our express permission.

Further, you agree to travel on McAfee business as required for the proper performance of your duties both within your country of work and outside. Such travel shall be arranged and undertaken in accordance with our prevailing policies. Please ensure you have the necessary approvals before travelling.

You may be transferred or seconded or deputed to any other office or branch of McAfee or to its affiliates (including such affiliates located outside India) or to any other third party as may be necessary for business requirements. It is a condition of employment that you comply with such requirements

COMMENCEMENT DATE

27 Sep, 2021

Note: In the event that your actual commencement date is different to the above, the date recorded in McAfee's HR System shall be regarded as final.

WORKING HOURS

Our normal working hours are Mondays to Fridays, 7.30 am to 4.30 pm.

You are employed to work [45] hours per week with one hour (unpaid) allowed for lunch.

We reserve the right to change the days and hours of work as reasonably required to meet the business requirements. Any change will be communicated to you in advance.

PAY AND BENEFITS**Base Pay**

You will be paid a remuneration of INR 3,700,000.00 per annum, which shall be payable monthly in arrears directly into your nominated bank account.

Note: If your employment commencement date is before our normal payroll cutoff date, you will receive your first month's pay on that month's normal pay date. If your employment commencement date is on or after our normal payroll cutoff date, you will receive your first month's pay along with your next months' pay in the following month.



HR can confirm our payroll cut of dates.

Your Base Salary will be reviewed annually and may be increased from time to time at our sole discretion without affecting the other terms of your employment. There is no obligation to award an increase and there will be no review of your salary after notice has been given by either party to terminate your employment.

Tax, Deductions and Withholdings

Your base pay is a gross amount and you are responsible for paying all types of government mandated taxes and levies on your salary. Where applicable, McAfee will withhold such taxes and other amounts in compliance with the local laws.

Further if you are a US citizen or US Green Card holder, McAfee will withhold such taxes and other amounts in compliance with the laws of the United States.

You agree that you shall be fully responsible for and indemnify McAfee against any liability, assessment or claim for any form of tax arising from or made in connection with your Base Salary and other salary components.

Subject to any applicable local law, at any time during your employment, or upon its termination, you consent to us deducting from your Base Salary (or from any other payments due to you) any money which you may owe to us at any time.

Bonuses

Bonus/Incentive Plan

Under the current plan for your role / grade your indicative discretionary target incentive is 12%. Under the current design plan this incentive will split between an annual and quarterly incentive:

- **Annual Incentive Plan (AIP):** This may pay out annually at the end of the year based on company financial performance, individual performance and business group performance.
- **Quarterly Incentive Plan (QIP):** This may pay out quarterly at the end of each quarter based on company financial performance.

Participation in both incentive plans is subject to the relevant plan rules applicable to your role / grade at the time. Incentive plan(s) are subject to revision at any time. Whether an incentive amount is paid, and if so, the actual amount of such incentive, is subject at all times to our discretion taking into account business and individual performance, as well as the targets and criteria established by McAfee as modified from time to time.

You agree to be bound by the terms and conditions of the applicable incentive plan(s) and acknowledge that you have no right to an incentive payment if you do not meet any of the eligibility or payment requirements under the applicable plan.

As you may be aware, in March, McAfee announced that it had entered into an agreement to separate and sell the Enterprise business to Symphony Technology Group ("STG"). We anticipate that the position you are being offered in this letter will transition to the new Enterprise company ("NewCo"), which would mean that **you will**



become an employee of the new Enterprise company ("NewCo") or its subsidiary at or following the close of the proposed transaction between McAfee and STG (the "Closing"). All other terms of employment as set out in this offer letter will remain in effect, without change, unless you are separately notified about a change at a later date, prior to the Closing. This transition remains subject to McAfee and STG following all applicable laws, information and consultation and/or consent processes with employees or employee representatives, as applicable, and subject to your continued employment in good standing with McAfee up to the date of Closing. If your start date is after the anticipated Closing, you will receive a new offer letter from NewCo following the Closing.

Statutory Holidays, Annual Leave, other Leave and Benefits

As a McAfee employee, you will enjoy all such Statutory holidays, annual paid leave, other forms of leave (paid and unpaid) and other benefits as per your site's Labor Law and based on McAfee's prevailing employee policy and practices. Subject to applicable law, McAfee reserves the right to amend, change and cancel all such benefits as it requires.

GENERAL

Notice of Termination

This appointment may be terminated by either party giving to the other party **2 months'** notice in writing or by us only paying your base salary in lieu thereof.

If notice is given to terminate your employment by either of us, you agree that we may – direct you not to perform any duties for part or all of the notice period; require you to remain away from the our premises; require you to abstain from engaging in contact other than social contact with any customers or employees of McAfee.

Further, we reserve the right to terminate your employment at any time without notice should you be guilty of misdemeanor, misconduct, negligence, harassment, criminal offence, fraud, dishonesty, violation of company rules, any breach of the terms and conditions of this agreement or lose the right to work in your country of work.

Intellectual Property of Other Employer(s)

We have extended this offer to you based upon your general knowledge, background, experience and skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. As a condition of employment at McAfee, you agree not to disclose or use confidential or proprietary information or any trade secrets of any current or prior employer. In this regard, you should be extremely careful not to bring to McAfee any documents or other materials in tangible form belonging to or acquired from any current or prior employer.

McAfee Values, Principles and Code of Conduct

Each employee is required to be responsible to become familiar with, understand and follow McAfee's Values, Principles and Code of Conduct, as amended from time to time.

Database Information Notification

McAfee has a worldwide human resources database of information relating to its employees. By signing this letter/agreement you consent to McAfee transferring and storing information relating to you in a central database in the U.S.A. or at such other location as McAfee may from time to time decide. For its part, McAfee will ensure that in transferring and storing such data you will continue to enjoy the same rights of data protections are



afforded to you by applicable local law.

Freedom to Work

You represent and warrant that by entering into this employment and performing your obligations under it, you will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on you. To the extent that it is later held that you are, you acknowledge and agree that we will be entitled to immediately terminate your employment and you waive and release McAfee from any claim in this situation.

General Terms and Conditions of Employment

In addition to this contract, during the period of your employment, you will also be governed by the prevailing general terms and conditions of employment as provided to you and set forth in our “on-line” human resources guidelines and policies. These terms and conditions may be amended from time to time, and, you will be notified accordingly.

McAfee requires applicants to consent to and pass a background check and social media check. You are required to pass an additional position of trust background investigation. This offer is conditional on satisfactory completion of these checks and investigation. Any false information provided in support of your application for employment will result in termination of employment without any compensation.

During the period of your employment, you will be governed by the prevailing terms and conditions of employment set forth in our “on-line” human resources guidelines and policies. These terms and conditions may be amended from time to time, and, you will be notified accordingly. This offer is subject to verification of your employment and salary history. Any false information or declarations provided is subject to termination of employment without any compensation.

Please note that this offer is valid for 7 working days from the date stated above, after which, if you do not accept this Agreement, we will consider the offer null and void. Any changes you make to this Agreement without prior agreement with your hiring manager will make the changes themselves null and void and will not be enforceable.

We look forward to you growing with McAfee and helping us be successful!

UNDERSTANDING YOUR COMPENSATION (SPECIAL ALLOWANCE)

Dear Rajkamal,

A Special Allowance will be paid pro-rata to the employees on a monthly basis to compensate for additional resultant tax due to cashing out of certain salary components having a tax benefit.

The special allowance as indicated below would be the same for all employees in a grade.

The special allowance amount is subject to revision on a yearly basis after analyzing the market situation & other factors. McAfee reserves the right to vary, reduce, or eliminate the allowance at its discretion.

As per your grade the special allowance amount INR 124,620 for current payroll financial year (Apr-Mar) is as follows:



Designation: Software Architect

Grade: 9

Basic: 1,794,500

Residual: 1,905,500

Base Salary: 3,700,000

AIP Pay Mix: 50%

QIP Pay Mix: 50%

Annual Bonus %: 12%

AIP %: 6%

QIP %: 6%

AIP Amount: 222,000

QIP Amount: 222,000

Total Incentive Target: 444,000

On Target Earnings: 4,144,000

Provident Fund @12% of Basic Pay: 215,340

Gratuity: 86,274

Gross Remuneration: 4,445,614

Notes:-

*All projected figures are for illustrative purposes only and DO NOT CONSTITUTE ANY GUARANTEE OR INDICATION OF FUTURE PAYOUTS.

For further details on McAfee's Compensation Structure in India, please refer to the attached document understanding your compensation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chatelle Lynch', is positioned above the printed name.

Chatelle Lynch

SVP, Chief People Officer



By signing below, I attest that I understand and accept the terms of employment with McAfee, as set out in this letter and I agree to keep the terms of this letter confidential.

Signature of Candidate

Rajkamal Pillai

Name

13th July 2021

Date