



## GENERAL TERMS AND CONDITIONS OF EMPLOYMENT (“General T&C”)

In exchange for being employed by McAfee Software (India) Private Limited (“McAfee”), I agree to the following:

### 1. General Conduct.

I will perform my assigned McAfee duties and will:

- (a) unless prevented by ill-health, devote the whole of my working time, attention and abilities to the business of McAfee;
- (b) diligently perform my duties, as may from time to time be assigned to me;
- (c) comply with all reasonable and lawful directions and instructions given to me;
- (d) report my own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or officer of McAfee;
- (e) use my best endeavors to promote, protect, develop and extend the business of McAfee;
- (f) comply with our conduct, behavior, safety and security requirements at all times; and
- (g) comply with all and any rule, policies and procedures as notified from time to time.

### 2. Other Employment/Occupations:

I agree not to engage in any outside employment or occupation, during the course of my employment, without the prior approval of McAfee, which:

- may cause my work to suffer (in the opinion of McAfee);
- is pursued while I am at work or during working hours;
- may contravene McAfee guidelines about protecting commercially sensitive or other business information as set out in prevailing policies as can be found on the intranet;
- may undermine or conflict with your position as an employee of the Company;
- is connected with goods or services that McAfee is entitled to provide; or
- is in competition with McAfee or in conflict with its interests.

I agree that before the commencement of my employment, and at any time thereafter, to immediately notify McAfee any of any situation which may give rise or gives rise to a conflict of interests in respect of my role and of any engagement or involvement that I have in any business or employment other than for McAfee.

### 3. Prior Third Party Information.

I will not bring to McAfee, disclose to anyone at or outside of McAfee as part of my McAfee work, or use as part of my McAfee work any proprietary or confidential information of any former employer or third party without their written authorization.

### 4. Confidential Information and McAfee Property.

During and after my McAfee employment, I will hold in strict confidence and not disclose or use any Confidential Information connected with McAfee business or the business of any of McAfee’s suppliers, customers, employees, or contractors unless:

- (i) such disclosure or use is required in connection with my McAfee work,
- (ii) such information becomes lawfully and publicly known outside McAfee, or
- (iii) an McAfee officer expressly authorizes such disclosure or use in advance and in writing. For purposes of this General T&C.

Confidential Information includes, without limitation: technical information (e.g. roadmaps, schematics, source code, specifications), business information (e.g. product information, marketing strategies, markets, sales, customers, customer lists or phone books), personnel information (e.g. organizational charts, employee lists, skill sets, employee health information, names, phone numbers, email addresses, personnel files, employee compensation except where the disclosure of such personnel information is permissible under local labor law), and other non-public McAfee data and information of a similar nature. I understand and agree that all Confidential Information that I acquire in connection with my McAfee employment is McAfee’s exclusive property. I agree to return to McAfee all of its Confidential Information (hard or soft copies; originals and copies) as well as all devices and equipment belonging to McAfee (including computers, handheld electronic devices, telephone equipment and other electronic devices) either at the termination of my McAfee employment or upon McAfee’s request. I agree that any violation of this provision will result in immediate and irreparable injuries and harm to McAfee, and that McAfee shall have the option of pursuing all available legal and equitable remedies, including injunctive relief and specific performance.

### 5. Ownership of Proprietary Developments.

Except as provided in the next sentence, I agree that all trade secrets, copyrights, mask works, trademarks, inventions (including service inventions), discoveries, designs, formulae, processes, methods, manufacturing techniques, improvements, ideas, copyrightable works, and other Intellectual property which I create, invent or discover alone or with others during my McAfee employment, (collectively “Proprietary



Developments”) are McAfee’s sole property from the moment of their creation, invention or discovery. This shall not apply to an invention that I develop entirely on my own time without using McAfee 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 McAfee business, or actual or demonstrably anticipated research or development of McAfee; or (2) result from any work performed by me for McAfee. I agree that McAfee has and shall always have sole legal and equitable title to all Proprietary Developments.

Further, I have no right to compensation for such Proprietary Developments unless otherwise provided for by applicable law. I agree to promptly disclose Proprietary Developments to McAfee, and to the full extent allowed by law, but only to the extent not already owned by McAfee pursuant to this General T&C and applicable law, hereby assign to McAfee all rights in the Proprietary Developments. I agree that Section 19 (4) of Copyright Act, 1957, which states that an assignee is required to exercise any intellectual property rights assigned within one year of the date of assignment or else such rights would lapse, shall not apply to such an assignment. I agree that during and after my employment with McAfee I will provide all assistance that McAfee reasonably requests to secure or enforce its rights throughout the world with respect to Proprietary Developments, including signing all necessary documents to secure or memorialize those rights. If I fail or refuse to sign documents necessary to secure or enforce McAfee’s rights, or if McAfee cannot locate me through the exercise of reasonable diligence, I irrevocably appoint McAfee or its designee as my attorney to sign such documents in my name. I waive any rights that I may have in any Proprietary Developments and, to the extent that such waiver is ineffective under applicable law until a Proprietary Development is created, invented or discovered, I agree to waive such rights immediately upon the creation, invention or discovery of such Proprietary Development.

#### **6. Licensed and Non-Licensed Preexisting Employee Intellectual Property.**

As used in this General T&C “Preexisting Employee Intellectual Property” means Intellectual property that I created prior to my employment with McAfee.

I have specifically listed in Appendix A all Preexisting Employee Intellectual Property that I, in whole or in part, own or control, or have the right to license and intend to exclude from licensing to McAfee (“Identified Employee Controlled Intellectual Property”).

I agree that; without the prior written consent of McAfee, (1) I will not use any Identified Employee Controlled Intellectual Property in the course of my employment and (2) I will not disclose any Identified Employee Controlled Intellectual Property to McAfee or its employees, agents or contractors in the course of any of their work for McAfee. If I disclose or use any Identified Employee Controlled Intellectual Property, in contravention of the preceding sentence, I automatically and immediately grant McAfee a non-exclusive, non-transferable (except within McAfee), perpetual, irrevocable, royalty-free, world-wide license to all of the Identified Employee Controlled Intellectual Property disclosed or used with the right to sublicense, to make, have made, use, sell, offer to sell, import, reproduce, have reproduced, prepare derivative works of, distribute, and otherwise dispose of, any product or document, under all patents, trade secrets, copyrights and copyrightable works, mask works, trademarks, inventions, discoveries, designs, formulae, processes, methods, manufacturing techniques, improvements, and ideas.

I have also listed in Appendix A all Preexisting Employee Intellectual Property in which I have an economic interest (but do not own or control) and for which I do not have the right to grant a license to McAfee.

For the avoidance of doubt, I agree that any Preexisting Employee Intellectual Property that I, in whole or in part, own, control or have the right to license and that is neither Identified Employee Controlled Intellectual Property nor identified in Appendix A prior to my employment in sufficient detail to McAfee to identify its subject matter is licensed to McAfee in the same manner and scope as disclosed or used Identified Employee Intellectual Property.

I agree that if I fail to make any required disclosure or breach any term of Sections 4 and 5, any applicable limitations periods shall be tolled and shall not run as to any claim, right, or cause of action McAfee may have relating to such disclosure or breach that would have been discovered had the required disclosure been made, until such time as McAfee obtains actual knowledge of the facts giving rise to such claim. Nothing contained in this Section shall limit other remedies otherwise available in law or in equity to McAfee.

#### **7. Non-Solicitation and Misappropriation of McAfee Trade Secrets.**

McAfee’s Confidential Information includes confidential and private information relating to other employees and customers. Additionally, McAfee has a legitimate business interest in its continuing employment and customer relationships and in protecting those relationships from unlawful interference. Accordingly, I agree that during my employment and for twelve (12) months after my employment ends, I will not solicit, directly or indirectly, any employee to leave his/her employment with McAfee. This applies to any employees that were employed with McAfee as of my separation date from the Company and with whom I had business contact or about whom I had access to Confidential Information during my previous two years of employment with the Company prior to my separation. I further agree that I shall not use or disclose McAfee Confidential Information to aid any third party to target, identify, and/or solicit McAfee customers or McAfee employees to



leave McAfee employment and/or misappropriate McAfee trade secrets or assist or aid any third party in any manner to do the same. I agree that any violation of this provision will result in immediate and irreparable injuries and harm to McAfee, and that McAfee shall have the option of pursuing all available legal or equitable remedies, including injunctive relief and specific performance. I understand that nothing in this General T&C prohibits me from disclosing my compensation information to third parties in accordance with applicable law.

#### **8. Obligations on Termination of Employment.**

On termination of my employment, for whatever reason, I shall:

- (a) immediately return all McAfee property (including property leased by McAfee) to McAfee on or before termination including all written or machine readable material, Confidential Information, software, computers, credit cards, keys and vehicles;
- (b) continue to abide by my obligations such as Trade Secrets and Confidential Information after termination;
- (c) not make any adverse comment, publicly or otherwise, about McAfee or their employees or officers; and
- (d) assist McAfee in any threatened or actual legal or other proceedings in which McAfee is involved and relevant to my role / work.

#### **9. Electronic/Computer Communications Are Not Private.**

I acknowledge that use of McAfee's electronic/computer communication systems, such as email, instant messenger, the internet and voice mail, shall be made available to me only to carry out the legitimate business of McAfee and as such are not private or confidential. I understand and consent to McAfee monitoring, recording, accessing, examining or reviewing any communications to or from these systems and my use of them, including but not limited to my work computer, pager, phone or other electronic device and all computer information, including any password-protected employee communications, in accordance with applicable law, for all purposes including to check if I have observed our rules or if there have been any illegal or improper use.

#### **10. Transfer of Employment.**

McAfee reserves the right at any time to alter, change, reassign or transfer you to other job positions (including from a management to non-management role, non-shift to shift or vice versa or movement to a different location) and/or assign additional responsibilities. This includes the right to assign (temporarily or permanently) and/or transfer you into any company owned by the McAfee Corporation, its subsidiaries and/or other McAfee separate legal entities in any location.

#### **11. Miscellaneous.**

The General T&C's terms and conditions are severable. If any part of this General T&C is found or held to be unenforceable in any jurisdiction in which this General T&C is being performed, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this General T&C and such provision as applied to other persons, places or circumstances shall remain in full force and effect. This General T&C:

- a. survives my employment with McAfee;
- b. inures to the benefit of successors and assigns of McAfee; and
- c. is binding upon my heirs, assigns, and legal representatives.

This General T&C may not be modified or amended except in writing, signed by the parties. Only the Vice President, General Manager of Human Resources for McAfee Corporation, or the General Counsel of McAfee Corporation, or their delegate, has the authority to sign an agreement modifying this General T&C on behalf of McAfee. This General T&C is effective the first day of my employment with McAfee as per the Agreement, and supersedes any prior employee agreement signed by me with McAfee, relating to this subject matter. I have carefully read and understand all of the provisions of this General T&C and I will fully and faithfully comply with all provisions.

#### **Acceptance & Declaration**

I, Rajkamal Pillai, acknowledge that I have read, understood and accept the above mentioned terms and conditions of employment. By signing this letter, I confirm that all personal information provided to McAfee is correct and that I do not have any criminal convictions. I also understand that failure to disclose accurate information will render me liable for disciplinary action up to and including termination of my employment.

Rajkamal Pillai

NAME:

12 July 2021

13-Jul-2021 6:41 AM



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DATE:

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Employee Signature: