



McAFEE MUTUAL ARBITRATION AGREEMENT

This Mutual Arbitration Agreement (the "Agreement") is entered into by and between McAfee, LLC ("McAfee," and together with its parents, subsidiaries and affiliates, the "Company") and ("you" and "your") as of the last date shown on the signature page below (the "Agreement Date"). This Agreement is entered into in order for your employment at the Company to commence or to continue, and in exchange for the Company's continuing provision to you of the confidential information of the Company. By signing this Agreement, both the Company and you (collectively, the "Parties") are agreeing to resolve any differences involving the Parties through binding arbitration as explained below.

1. Binding Dispute Resolution.

(a) You and the Company agree that all claims or disputes arising out of or relating to, or in connection with the construction, meaning, or effect of this Agreement; any policy or procedure with the Company; any offer letter, compensation agreement, proprietary rights or nondisclosure agreement or employment agreement; your employment; or your separation from the Company; shall be submitted to binding resolution in arbitration with the American Arbitration Association ("AAA") before one neutral arbitrator admitted to practice law at least 15 years and who is a former judge. The scope of this provision is intended to be all-encompassing of any disputes or claims relating to your employment with the Company, including disputes or claims concerning your compensation, terms and conditions of employment, discrimination, harassment or retaliation under any United States Federal, state or local anti-discrimination laws, the formation, validity, interpretation, effect or alleged violations of this Agreement, the arbitrability of any dispute or claim (except as provided in Section 1(d)), any United States Federal, state or local statutory or common law claim, contract claims, tort claims, breach of duty claims and claims of any other sort.

(b) The arbitration shall be administered by the AAA office in Dallas, Texas. The final arbitration hearing shall take place in the city where you were employed by the Company or any location mutually agreed to by the Parties, and shall be administered under the AAA's Commercial Rules (the "AAA Rules") then in effect. The AAA Rules can be found at the AAA website (www.adr.org) or by calling the AAA at 800-778-7879. The arbitration proceeding and all related documents will be confidential, unless disclosure is required by law.

(c) The arbitrator shall issue a written reasoned award explaining the decision, the reasons for the decision, and any damages awarded. The arbitrator's decision will be final and binding.

(d) Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action or collective action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between you and the Company alone. Claims may not be joined, coordinated, or consolidated unless agreed to in writing by all Parties. THE PARTIES AGREE TO BRING ANY DISPUTES IN ARBITRATION ON AN INDIVIDUAL BASIS ONLY AND NOT AS A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE BASIS. THE ARBITRAL PANEL SHALL NOT HAVE THE AUTHORITY TO CONDUCT ANY ARBITRATION ON A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE BASIS. ALL ARBITRATIONS SHALL BE CONDUCTED AS INDIVIDUAL CLAIMS AND EACH RESOLVED IN A SINGLE BINDING ARBITRATION BETWEEN PARTIES. THE PARTIES AGREE AND UNDERSTAND THAT THEY ARE WAIVING VALUABLE RIGHTS SUCH AS THE RIGHT TO HAVE A TRIAL IN COURT, THE RIGHT TO A JURY, AND THE ABILITY TO ADJUDICATE CLAIMS ON A CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE BASIS. Notwithstanding anything to the contrary in Section 1(a), in the event of any dispute over the enforceability of the foregoing waiver of class or collective actions, a court, and not an arbitrator, shall decide such issue, and the arbitrator shall have no authority to order, hear or adjudicate a class or collective arbitration.



(e) The Parties shall divide the AAA and arbitrator's fees and costs equally.

(f) Notwithstanding the foregoing, the parties agree that money damages would not be a sufficient remedy for any breach of your obligations regarding nondisclosure of the Company's confidential information and protection of the Company's proprietary rights included in the Company's policies or any agreements between you and the Company or its affiliates, including but not limited to the Proprietary Information and Inventions Assignment Agreement that you entered into with the Company (collectively, the "Restrictive Covenants"). Therefore, as the sole exception to the exclusive and binding nature of the arbitration commitment set forth in Section 1(a), in the event of breach or threatened breach of the Restrictive Covenants, the Parties agree the Company may resort to state courts or federal courts where employee resides and/or, subject to Section 4, the state courts or federal courts in Dallas County, Texas, having equity jurisdiction to enforce by specific performance and/or injunctive relief any of the Restrictive Covenants, and, subject to Section 4, in this regard the Parties irrevocably and unconditionally consent to venue in Dallas County, Texas (and hereby waive any claims of forum non conveniens with respect to such venue). Additionally, notwithstanding Section 1(a), the Parties agree that the Company may enforce the Restrictive Covenants without posting a bond and without giving notice to the maximum extent permitted by law. The foregoing remedies shall not be deemed the exclusive remedies for a breach and/or threatened breach of the Restrictive Covenants, but shall be in addition to all remedies available at law or in equity to the Company, including, without limitation, the recovery of damages from you. In this regard, you expressly consent and agree that the Company may forensically image and analyze any of your personal devices, shared drives, cloud drives, and email in the event of breach or threatened breach of the Restrictive Covenants. You further expressly waive any argument that the Company or any of its affiliates would not suffer immediate and irreparable harm for which they would have no adequate remedy at law for breach of the Restrictive Covenants.

(g) Nothing herein shall be deemed to preclude or excuse you from utilizing internal complaint procedures maintained by the Company, or from fulfilling your obligation to exhaust administrative prerequisites prior to making a claim in arbitration. The Parties understand and agree that nothing in this Agreement should be interpreted as restricting or prohibiting you from filing a charge or complaint with a federal or state administrative agency charged with investigating or prosecuting complaints under any applicable law or regulation, including but not limited to, the Equal Employment Opportunity Commission or National Labor Relations Board. Notwithstanding the foregoing, any dispute or claim that is not resolved through the federal or state agency shall be subject to this Agreement and shall be adjudicated in arbitration.

2. Waiver of Right to Jury Trial. The Parties understand that, by signing this Agreement, both Parties are giving up any right they may have to a jury trial on all claims they may have against each other, as described in Section 1.

3. Required Notice of All Claims; Statute of Limitations. The Parties agree that if a claim covered by this Agreement arises, the Party who wants to arbitrate the dispute must give written notice of its demand for arbitration to the other Party as provided by this Section 3. The Parties further agree that any demand for arbitration must be made within the statute of limitations that is applicable to the claim(s) upon which arbitration is sought or required. The notice shall be in writing and shall be deemed given if delivered personally, sent by overnight courier (providing proof of delivery), or sent by registered or certified mail, postage pre-paid, return receipt requested, to the applicable party as follows: (i) if to the Employee, to the address provided for Employee in the Company's HR systems as of the date such notice is sent; or (ii) if to the Company, to the Chief Legal Officer, McAfee LLC, 5000 Headquarters Drive, Plano, Texas 75024.

4. Governing Law and Interpretation. This Agreement and the rights and duties of the Parties under it will be exclusively governed by and construed in accordance with the laws of the state of Texas; provided, however, that if on your last day of active employment such employment was based in the state of California and at the time enforcement is sought your primary residence is in the state of California, (i) this Agreement and the rights and duties of the Parties under it will be exclusively governed by and construed in accordance with the laws of the



state of California, and (ii) the provision of venue in the state courts and federal courts in Dallas County in Section 1(f) will not apply. If any provision of this Agreement is held to be unenforceable, such provision will be considered separate, distinct, and severable from the other remaining provisions of this Agreement, and will not affect the validity or enforceability of such other remaining provisions, and that, in all other respects, this Agreement will remain in full force and effect. If any provision of this Agreement is held to be unenforceable as written but may be made to be enforceable by limitation thereof, then such provision will be enforceable to the maximum extent permitted by applicable law.

5. Modification/Entire Agreement. This Agreement to arbitrate shall survive the termination of your employment. It can be revoked or modified only by a writing signed by the Parties that specifically states mutual intent to revoke or modify this Agreement. This is the complete agreement between the Company and you regarding the subject of the arbitration of disputes covered by this Agreement, including, but not limited to, those under the Proprietary Information and Inventions Assignment Agreement that you entered into with the Company. No Party is relying on any representations, oral or written, on the subject of the effect, enforceability, or meaning of this Agreement, except as specifically set forth in this Agreement.

6. Violation of this Agreement. Should any Party pursue any arbitrable dispute by any method other than arbitration, the responding Party shall recover from the initiating Party all damages, costs, expenses, and attorneys' fees incurred as a result of such action.

7. Employment At-Will. This Agreement is not and shall not be construed to create any contract of employment, express or implied, and does not alter the at-will status of your employment.

8. Consultation with Counsel of Choice. You agree and acknowledge that you were provided with the opportunity to consult legal counsel of your choice, at your own expense, before executing this Agreement.

MCAFEE, LLC

A handwritten signature in black ink, appearing to read 'Chatelle Lynch', is written over a horizontal line.

By: Chatelle Lynch

Employee Signature:

Print Name: Rajkamal Pillai (CA00079288)

Date: 12 Jul, 2021