



PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT

THIS **PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT** and exhibits (collectively, this “**Agreement**”) is made and entered into on _____ 12 Jul, 2021 _____ by and between **McAfee, LLC**, a Delaware limited company (the “**Company**”), and _____ Rajkamal Pillai _____ (“**Employee**”). In consideration of Employee’s employment or continued employment by the Company and receipt or continued receipt of confidential proprietary information in the course thereof and the compensation and other payments now and hereafter paid by the Company, and for other good and valuable consideration for the obligations hereunder, the receipt and sufficiency of which are hereby acknowledged, Employee agrees to be legally bound by the provisions herein.

1. Effective Date. This Agreement shall be deemed effective as of the commencement of Employee’s employment relationship with the Company.

2. Restrictions on Proprietary Information. Employee acknowledges and agrees that: (a) Employee’s employment by the Company creates a relationship of confidence and trust between the Company and Employee with respect to the “Proprietary Information of the Company” (as defined below); (b) the Proprietary Information of the Company has commercial value in the business in which the Company is engaged; and (c) during the term of Employee’s employment by the Company and at all times thereafter, Employee will hold all Proprietary Information of the Company that Employee has received prior to the date hereof, and that Employee receives following the date hereof, in strict confidence and will neither use any such Proprietary Information of the Company nor disclose it to anyone, except to the extent necessary to carry out Employee’s responsibilities and services as an employee of the Company. Employee will promptly notify the Company, in writing, of any misappropriation or misuse of Proprietary Information of the Company of which Employee becomes aware.

3. Intellectual Property Rights.

(a) **Definitions**. “**IP Rights**” means worldwide rights in and to (i) **patents**, including utility, utility model, plant, and design patents, and all issued claims therein and all patent applications, whether published or unpublished, including provisional, national, regional, and international applications, as well as original, continuation, continuation-in-part, divisional, request for continued examination, continued prosecution, reissue, and re-examination applications (collectively, “**Patents**”), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, and other similar designations of source or origin, together with the goodwill of the business connected with the use and symbolized by any of the foregoing (collectively, “**Trademarks**”), (iii) computer software programs and software systems (software does not include any “off-the-shelf” third-party software that is commercially available to customers subject to “shrink-wrap” or “click-through” license agreements), in both source code and object code format, including databases, compilations, compilers, higher level or “proprietary” languages, data files, application programming interfaces, algorithms, tool sets, user interfaces, manuals and other specifications and documentation and all know-how related thereto, including web sites, HTML code, and firmware and other software embedded in hardware devices owned, developed (or currently being developed) (collectively, “**Software**”), (iv) copyrights and copyrightable works, including in Software, data and databases, mask works, and moral rights (all rights of attribution, paternity, integrity, modification, disclosure, withdrawal and any other rights throughout the world that may be known or referred to as “moral rights,” “artist’s rights,” “droit moral” or the like) (collectively, “**Copyrights**”), (v) all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing that (A) the Company has taken reasonable measures to keep such information secret; and (B) the information derives independent economic value, actual



or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information, know-how and or confidential information (collectively, “**Trade Secrets**”), (vi) all writings, works of authorship, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, materials and all other work product of any nature whatsoever that are developed by Employee, individually or jointly with others, during the period of employment by the Company and for twelve (12) months following employment, that relate in any way to the business or contemplated business, products, activities, research or development of the Company, or result from any work performed by Employee for the Company (in each case, regardless of when or where the work product is prepared or whose equipment or other resources is used in preparing the same), all rights and claims related to the foregoing, and all printed, physical and electronic copies and other tangible embodiments thereof and (vii) all other Intellectual Property Rights, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, any of the foregoing, and all similar or equivalent rights or forms of protection worldwide (subsections (i) – (vii) collectively, “**Work Product**”). Notwithstanding the foregoing, Work Product shall not include any work product that Employee develops entirely on Employee’s own time without using any of the Company’s equipment, supplies, facilities or Proprietary Information of the Company (“**Exempted Work Product**”). Exempted Work Product shall not include Work Product that relates at the time of conception or use to the Company’s business or actual or demonstrably anticipated research or development, or that result from any work Employee performs for the Company.

(b) “**Proprietary Information of the Company**”, whether in tangible or intangible form, means any and all information pertaining in any manner to the Company or its business, including, without limitation: (i) information concerning the techniques, processes, formulas, improvements, ideas, and methods of the Company; (ii) information concerning the designs, drawings, manuals, patterns, and schematics of the Company; (iii) information concerning the IP Rights and know-how of the Company; (iv) information concerning the Software, hardware, or electronic or computer-related applications and platforms owned or used by the Company; (v) data received or mined by the Company and the results of such data mining; (vi) the Company’s business plans and methods; (vii) the Company’s research and development information; (viii) the Company’s marketing or sales strategies and techniques; (ix) information about pricing of the Company’s products or services; (x) lists of and information concerning existing or potential clients, customers, consultants, suppliers, vendors, strategic partners and other business relations; (xi) employee personnel files and information about employee compensation and benefits; (xii) information (including confidential or proprietary information) received by the Company from third parties, including, without limitation, its clients, customers, consultants, suppliers, vendors, strategic partners and other business relations (collectively, “**Third Party Information**”); (xiii) information concerning leases, contracts and agreements to which the Company is a party; (xiv) work in progress and work product relating to work being done, or proposed, for any customer of the Company; and (xv) all information and documents (oral, in writing, in electronic, machine readable or other tangible form, or visual) relating to, making known, or making knowable (alone or in combination with any other source of information) any of the foregoing. Proprietary Information of the Company does not include information that is or becomes through lawful means, and not as a result of any action or inaction of Employee, generally available to the public and known among businesses similar to the Company.

(c) Nothing herein shall be construed to prevent disclosure of Proprietary Information of the Company as may be required by applicable law or regulation or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that (i) such disclosure does not exceed the extent of disclosure required by such law, regulation or order and (ii) Employee promptly provides written notice of any such order pursuant to Section 12(j) and allows the Company to seek a protective order or other appropriate remedy. Notwithstanding anything in this Agreement to the contrary, Employee understands that nothing in this Agreement or any agreement between Employee and the Company prohibits Employee from confidentially or otherwise communicating or filing a charge or complaint with a governmental or regulatory entity, participating in a governmental or regulatory entity investigation, or giving other disclosures to a governmental or regulatory entity in each case without receiving prior authorization from or having to disclose any such conduct to the Company, or from responding if properly subpoenaed or otherwise required to do so under applicable law. Nothing in this Agreement shall be construed to limit Employee’s right to receive an award for information provided to any Governmental Agencies, including under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (“Dodd-Frank”).



4. Work Product.

(a) **Ownership.** All right, title and interest in and to all Work Product and all IP Rights therein and improvements thereto shall be the sole and exclusive property of the Company. The Company shall have the unrestricted right (but no obligation), in its sole and absolute discretion, to (i) use, commercialize or market any Work Product, or (ii) file an application for any Patent, Trademark, Copyright or any other IP Rights and prosecute or abandon such application prior to issuance or registration. No royalty or other consideration shall be due or owing to Employee now or in the future as a result of the Company's activities. All such Work Product shall be free and clear of any claims, liens or encumbrances of any kind, and shall include the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof, and all rights corresponding thereto throughout the world. The Work Product is and shall at all times remain Confidential Information. Employee will advise the Company promptly, in writing, of any Work Product that Employee believes meets these criteria. Employee further agrees to execute any documents that may be necessary or desirable to effect, enable, confirm, or evidence such assignment of Work Product. The Company's right, title, and interest in and to any Work Product shall not be affected in any way by the termination of Employee's employment by the Company.

(b) **Work Made for Hire; Assignment.** By reason of being employed by the Company at the relevant times, to the extent permitted by applicable law, all Work Product consisting of copyrightable subject matter is a "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, Employee hereby irrevocably assigns to the Company (and its successors and assigns), all of Employee's right, title and interest throughout the world in and to such Copyrights, and in and to any and all Work Product developed during the course of Employee's employment and within twelve (12) months following Employee's termination of employment with the Company, whether voluntary or otherwise ("**Post-Employment Work Product**"), if such Post-Employment Work Product results from Company information obtained by Employee during employment with the Company. Employee's assignment herein includes the right to sue, counterclaim, and recover for all past, present and future infringement, misappropriation or dilution thereof, and all rights corresponding thereto throughout the world.

(c) **License of Prior IP Rights; Waiver.** Attached hereto as "Exhibit A" is a list of all IP Rights in or to which Employee presently has a right, title, or interest, and which were created or conceived by the Employee prior to the Employee's employment with the Company (collectively, "**Prior IP Rights**"). Such Prior IP Rights are excluded from this Agreement and are not assigned to the Company hereunder. If, in the course of Employee's employment by the Company, Employee incorporates into Company property any Prior IP Rights, and such IP Rights cannot be assigned to the Company, Employee hereby grants and assigns to the Company, without further consideration, a non-exclusive, royalty-free, irrevocable, transferable, perpetual, worldwide license (and with rights to sublicense through multiple tiers of sublicenses) to the fullest extent of Employee's interest and rights in the Prior IP Rights, to make, modify, use, import, sublicense, sell, offer to sell and otherwise distribute such Prior IP Rights as part of, or in connection with, Work Product, and to practice any method related thereto. Notwithstanding the foregoing, Employee shall not incorporate into Company property, or permit to be incorporated, any Prior IP Rights owned by Employee or in which Employee has an interest, without the prior written consent of the Company.

(d) To the extent any of Employee's right, title and interest in and to any Work Product described in this Section 4 cannot be assigned or licensed by Employee to the Company as provided herein, Employee hereby irrevocably waives and agrees not to assert any of its rights in Work Product against the Company with respect to the business or contemplated business, products, activities, research or development of the Company.

(e) **Further Assurances; Power of Attorney.** During and after Employee's employment with the Company, Employee will assist and cooperate with the Company (or its designee), without charge by Employee to the Company (or its designee) but at no expense to Employee, in every proper way to secure the Company's rights in Work Product in order to maintain, protect and enforce the same in any and all jurisdictions throughout the world. If, due to Employee's mental or physical incapacity or any other reason, the Company is unable to secure



Employee's signature with respect to any Work Product, then Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and in Employee's behalf and stead, to execute, file and deliver any and all applications, oaths, declarations, affidavits, waivers, assignments and other documents and instruments as may be requested by the Company and to do all other lawfully permitted acts with respect to such Work Product with the same legal force and effect as if executed by Employee. The foregoing power of attorney is coupled with an interest in and to the Work Product, shall be irrevocable, and shall not be affected by Employee's subsequent incapacity or death.

(f)**Exceptions to Assignments.** Employee understands that any provision in this Agreement requiring Employee to assign rights to Work Product does not apply to any invention that fully qualifies under California Labor Code Section 2870 (or any analogous state laws) which is attached hereto as Exhibit B. Employee will advise the Company promptly in writing of any inventions that Employee believes meets the criteria in California Labor Code Section 2870 (or any analogous state laws) and that are not otherwise disclosed on Exhibit A attached hereto.

(g)**Disclosure.** Employee agrees to disclose promptly to the Company in writing all Work Product owned by Employee as described in Sections 4 (a), (b) and (c), and all records relevant thereto. Employee agrees to keep and maintain adequate, current and accurate written records, in whatever format that may be specified by the Company, of all Work Product. Such records will be available to, and remain the sole and exclusive property of, the Company at all times, and Employee will not remove such records from the Company's premises, except as may be expressly permitted by the Company in its written policies or by its prior written consent.

5. **Open Source Software.** Employee will not, without the Company's prior written consent, incorporate into any Work Product, or link to or combine with any Work Product, any Software licensed under "free" or "open source" license.

6. **No License.** This Agreement does not, and shall not be construed to, grant Employee any license or right of any nature with respect to any IP Rights, confidential information, Proprietary Information of the Company, or Work Product, including in any materials, software or other tools made available to Employee by the Company.

7. **Former or Conflicting Agreements.**

(a)**Conflicts.** During Employee's employment with the Company (including during Employee's off-duty hours), Employee will not (i) engage in or undertake any other employment, occupation, consulting relationship or commitment that is directly related to the business in which the Company is now involved or becomes involved or, to Employee's knowledge, has plans to become involved, nor will Employee engage in any other activities that conflict with Employee's obligations to, or the best interests of, the Company, or (ii) assist any other entity or person in competing with the Company or in preparing to engage in competition with the business of the Company or any business that, to Employee's knowledge, the Company has plans to engage in. Without limiting the foregoing, Employee hereby represents and warrants that (A) Employee has no other agreement or relationship with, or commitment to, any other entity or person (including any prior employer) that conflicts with Employee's obligations to the Company hereunder or Employee's ability to become employed, and perform the services for which Employee is being hired, by the Company, and (B) Employee has all right, power and authority necessary to enter into and perform this Agreement, including to grant the license set forth herein. To Employee's knowledge, all Prior IP Rights licensed to the Company pursuant to Section 4(c) herein, and all Work Product will not infringe, misappropriate, dilute or otherwise violate any third party's IP Rights or other rights, provided that Employee will not be liable for any infringement, misappropriation, dilution or other violation to the extent arising out of any instructions or materials supplied to Employee by the Company. Employee agrees (x) that, if Employee has signed a confidentiality agreement or similar type of agreement with any prior employer, entity, or person, Employee will comply with the terms thereof to the extent lawful under applicable law, (y) not to improperly use or disclose, or induce the Company to improperly use or disclose, any Third Party Information, and (z) not to bring onto the Company's premises, or transfer onto the Company's technology systems, any Third Party Information, unless consented to in writing by both the Company and the relevant third party.



(b) **Indemnification.** Employee will fully indemnify the Company and its directors, officers, agents, employees, investors, stockholders, shareholders, administrators, affiliates, divisions, subsidiaries, sub licensees, customers, and successors for any and all taxes, claims, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs and expenses of whatever kind (including attorneys' fees) arising out of or resulting from Employee's acts or omissions or Employee's breach of any representation, warranty or obligation contained in this Agreement. To Employee's knowledge, all IP Rights licensed to the Company pursuant to Sections 4 (a), (b), and (c) and any Work Product, will not infringe, misappropriate, dilute or otherwise, violate any third party's IP Rights or other rights, provided that Employee will not be liable for any infringement, misappropriation, dilution or other violation to the extent arising out of any instructions or materials supplied to Employee by the Company.

8. **Termination; Return and Delivery of the Company's Property; Security.** Employee agrees (a) to comply with all of the Company's security policies and procedures as in force from time to time, including those regarding computer, telephone and voicemail equipment and systems, facilities access, monitoring, key cards, access codes, Company's intranet, internet, social media, instant messaging, computer and e-mail systems, computer networks, document storage systems, software, data security, encryption, firewalls, passwords and any and all other Company facilities, IT resources and communication technologies (collectively, "**Technology Resources**"), and (b) not to access or use any Technology Resources except as authorized by the Company. Employee will notify the Company promptly, in writing, if Employee learns of any violation of the foregoing by others or of any other misappropriation or unauthorized access, use, reproduction or reverse engineering of, or tampering with, any Technology Resources or other Company Group property or materials by others. Upon the voluntary or involuntary termination of Employee's employment with the Company for any reason, or upon the Company's request at any time during Employee's employment with the Company, Employee will immediately deliver to the Company, and will not keep in Employee's possession, recreate or deliver to anyone else, any and all Technology Resources or Proprietary Information of the Company that is in Employee's possession or control, whether developed by Employee pursuant to Employee's employment with the Company, obtained by Employee in connection with Employee's employment with the Company or otherwise belonging to the Company. Employee shall provide all passwords, account information, and any other privacy data in Employee's possession including, but not limited to, internet accounts, social media accounts, messaging, e-mail and domain names created by Employee in Employee's own name that relate to Work Product, IP Rights, and Proprietary Information of the Company. Employee will also consent to an exit procedure with the Company, including signing a sworn affidavit or acknowledgement, to confirm Employee's compliance with the provisions of this Section.

9. **Other Restrictive Covenants.** Employee acknowledges and agrees that the Company promises to provide Employee with the Proprietary Information of the Company during the course of Employee's employment with the Company. To protect the Company's interest in the Proprietary Information of the Company, to maintain the Company's goodwill, and as a material incentive for the Company to provide Employee with the Proprietary Information of the Company, Employee hereby agrees to the restrictive covenants contained in this Section 9. The Parties agree and acknowledge that the limitations as to time, geographical area and scope of activity to be restrained as set forth in Section 9 are reasonable and do not impose any greater restraint than is necessary to protect the legitimate business interests of the Company.

(a) **Non-Solicitation of Employees.** During Employee's employment with the Company and for a period of twelve (12) months immediately thereafter (the "Restricted Period"), Employee will not directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type, solicit, attempt to solicit or encourage any of the Company's employees, consultants or advisors with whom Employee worked or about whom Employee obtained or had access to Proprietary Information during Employee's employment with the Company to leave the Company or enter into an employment, consulting, contractor or other relationship with any other entity or person.

(b) **Non-Solicitation of Established Customers.** During the Restricted Period, Employee will not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type, solicit, contact, call upon, communicate with, or attempt to communicate with, any Customer of the



Company in the United States in order to influence a Customer to divert its business away from the Company or to any competitor of the Company or otherwise damage the Company's relationship with a Customer in any way. For purposes of this Section 9(b), "Customer" shall mean any company or business entity that Employee had contact with or performed services for during the last twelve (12) months of Employee's employment with the Company. The Company shall not seek to enforce this Section 9(b) if, as of Employee's last day of active employment such employment was based in the state of California, and at the time enforcement is sought Employee's primary residence is in the state of California.

10. Audit. Employee acknowledges that Employee has no reasonable expectation of privacy in any Technology Resources, including Company-owned computer, technology system, e-mail, handheld device, telephone or document that is used to conduct the Company's business. As such, the Company has the right to audit and search all such items and systems, without further notice to Employee, for any business-related purpose in the Company's sole discretion. Employee understands that Employee is not permitted to add any unlicensed, unauthorized or noncompliant applications or Software to the Company's technology systems.

11. Survival. This Agreement and all provisions herein shall survive the termination of Employee's employment by the Company.

12. Miscellaneous Provisions.

(a) **Company**. For purposes of this Agreement, all references to the "Company" shall include both the Company and its parents, subsidiaries, and their respective affiliates.

(b) **Assignment**. Employee agrees that the Company may assign any or all of its rights or obligations under this Agreement to any third party who acquires the Company, regardless of whether such acquisition takes the form of an acquisition of stock or other equity interests, an acquisition of all or substantially all of the Company's assets, a merger or other combination of the Company with and/or into another entity, or otherwise. Employee may not assign this Agreement or any of Employee's rights or obligations hereunder to any third party, whether by operation of law or otherwise, except with the prior written consent of the Company.

(c) **Governing Law**. This Agreement shall be exclusively governed by and construed in accordance with the laws of the state of Texas, without regard to any choice of law rules that may direct the application of the laws of another jurisdiction; provided, however, that if on Employee's last day of active employment such employment was based in the state of California, and at the time enforcement is sought Employee's primary residence is in the state of California, 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.

(d) **Disputes**. Each party hereto agrees that disputes arising under this Agreement shall be subject to the agreement to arbitrate contained within the McAfee Mutual Arbitration Agreement, which is hereby incorporated by reference as if fully set forth herein.

(e) **Defense of Trade Secrets Act Notification**. Employee understands and acknowledges that Employee's non-disclosure obligations pursuant to this Agreement are subject to the following immunity provisions of the Defense of Trade Secrets Act of 2016:

(i) The Company hereby notifies Employee that Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.



(ii) An individual who files a lawsuit for retaliation by the Company for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

(f) **Severability; Reformation.** The parties intend for all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, in the event that any provision or portion of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, for any reason, under present or future law, Employee agrees that such provision or portion shall be severable and the remainder of this Agreement shall not be invalidated or rendered unenforceable or otherwise adversely affected. Without limiting the generality of the foregoing, if a court or an arbitrator, as the case may be under the terms of the McAfee Mutual Arbitration Agreement, should deem any provision of this Agreement to create a restriction that is unreasonable as to scope, duration or geographical area, Employee agrees that the provisions of this Agreement shall be enforceable in such scope, for such duration and in such geographic area determined to be reasonable, and such court or arbitrator, as the case may be under the terms of the McAfee Mutual Arbitration Agreement, shall modify and/or "blue pencil" such provision to ensure its reasonableness and validity.

(g) **Entire Agreement.** The terms of this Agreement, together with the incorporated McAfee Mutual Arbitration Agreement, are the final expression of the parties' agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement, together with the incorporated McAfee Mutual Arbitration Agreement, shall constitute the complete and exclusive statement of its terms. Employee acknowledges that the Company has not made any other representations concerning the subject matter of this Agreement.

(h) **Amendment; Waivers.** This Agreement can be amended or terminated only by a written agreement signed by both parties. No failure to exercise or delay in exercising any right under this Agreement shall operate as a waiver thereof.

(i) **Facsimile or Other Electronic Transmission.** The parties agree that execution and delivery of this Agreement by facsimile, PDF or any other electronic transmission shall constitute good and valid execution and delivery.

(j) **Notice.** Any notices and other communications hereunder 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: Chief Legal Officer, McAfee LLC, 5000 Headquarters Drive, Plano, TX 75024.

13. **Successors and Assigns.** This Agreement shall be binding upon Employee and Employee's heirs, executors, administrators, and successors, and shall inure to the benefit of the successors and assigns of the Company, including any third party who acquires the Company, regardless of whether such acquisition takes the form of an acquisition of stock or other equity interests, an acquisition of all or substantially all of the Company's assets, a merger or other combination of the Company with and/or into another entity, or otherwise.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have each executed this Agreement as of the date first above written.



Signature

Rajkamal Pillai (CA00079288)

Name of Employee

12 Jul, 2021

Date

AGREED AND ACKNOWLEDGED:
MCAFEE, LLC

By:

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

Name: Chatelle Lynch
Title: SVP, Chief People Officer