

LEGACY PROGRAM PARTICIPATION AGREEMENT UNITED KINGDOM

Objective

The Legacy Program is designed to provide a period of transition to certain eligible professional and managerial employees who are ready to transition out of their employment with Seagate. The Legacy Program offers a phased approach where the employee will:

- work a reduced schedule of 60% of their normally scheduled hours; and
- transition their expertise to other employees and/or take on a mentor role to other employees; and/or
- undertake a project of fixed duration to see through to completion.

Details of your Legacy assignment, working hours, work schedule and objectives/deliverables are set out below.

Compensation and Benefits

Your base pay will be pro-rated to 60% of your monthly base pay, based on their reduced work schedule. The changes to other compensation and benefits are as follows, and are subject to change at Seagate's sole discretion:

- Mid-year and year-end bonuses, if eligible, will be pro-rated based on eligible earnings during the bonus period. You must be on the active payroll at the time of the bonus pay-out effective date to receive mid-year or year-end bonuses.
- You will not be eligible to receive equity grants.
- ESPP (Employee Stock Purchase Plan) contributions will be based on the reduced salary.

Completion Bonus and Conditions

In exchange for a delayed and fixed departure date (the Legacy Assignment End Date, which shall be your last day of employment with Seagate) and the orderly transfer of knowledge and responsibilities (as set out below), you will be eligible to receive a Completion Bonus at the end of your employment, paid as soon as administratively possible after the termination date. The Completion Bonus will be calculated as:

Pro-rated Salary x Legacy Assignment Duration x 10%

(and shall be subject to the usual deductions/tax withholdings)

You must successfully complete your outstanding job responsibilities, transition any remaining responsibilities, complete knowledge transfer and achieve the objectives/deliverables set out below, subject always to manager approval, in order to be eligible for a Completion Bonus. You will not be eligible for any pro rata portion of a Completion Bonus if your employment terminates for any reason (with or without notice and whether effected by the employee or Seagate) prior to the Legacy Assignment End Date. Further, no Completion Bonus will be paid if, during the Legacy program, you (i) have a live disciplinary sanction and/or have been suspended on disciplinary grounds and/or any disciplinary investigation/procedure is pending in respect of your (ii) having been absent due to long term sickness and/or have triggered any stage of Seagate's Sickness Absence Management Procedure (subject always to Seagate's absolute discretion to pay a pro rata Completion Bonus upon consideration of the absence circumstances); and (iii) is subject to a performance improvement plan and/or has a live warning for performance/capability under any performance management procedure.

Agreement

The Legacy Program is entirely voluntary, employee initiated, and does not alter your employment status with Seagate. You freely and voluntarily resign from your employment with Seagate, essentially providing longer notice than is required under your subsisting employment contract. Both Seagate and you remain free to terminate the employment relationship in accordance with your contract of employment for any reason (with or without notice as applicable) and, save for as varied by consent under the terms of and for the purposes of this agreement, your terms and conditions of employment remain otherwise unchanged (including, without limitation, Seagate’s ability to serve contractual or statutory (as applicable) notice to terminate your employment for any reason prior to the Legacy Assignment End Date (if applicable) to place you on garden leave or to make a payment in lieu of notice in respect of your contractual or statutory notice period). The Legacy Assignment start and end dates are determined by you and your manager and must receive approval from the organizational Vice President. Once this Participation Agreement has been signed and approved, there will be no option to revoke the agreement.

Employee Name:		Site:	
Current Title/Level:		Organization	
Manager Name:		Manager Title:	
VP Name:			
Legacy Assignment Start Date (as discussed with manager):			
Legacy Assignment End Date (last day of employment):			
Weekly Working Hours:			
Weekly Work Schedule:			
Pro rata Base Salary:			
Pro rata Holiday (Legacy Assignment start date to end date (inclusive)):			

Key Responsibilities to Be Transitioned/Work to Be Completed

Please list the primary duties and responsibilities that will be transitioned to other employees during the Legacy assignment.

Responsibilities	% of Time	Expected Completion Date
<i>(Sample) Train replacement on xyz processes</i>	15%	May 2021
Total Time (must equal 100%)		

Acknowledgment and Agreement

I acknowledge and agree that I have had adequate time to review the terms and conditions of the Legacy Program as outlined above and voluntarily elect to participate in the Legacy Program. I further acknowledge and agree that the responsibilities as set forth above must be completed by me in a manner acceptable to my manager prior to my last day of employment in order for me to be eligible for a Completion Bonus. I understand and agree that my decision to participate in the program is irrevocable and that I am voluntarily resigning my employment with Seagate. My resignation is served as at the date of this agreement and shall expire on the Legacy Program End Date (which I confirm to be my last day of employment with Seagate). I hereby acknowledge and agree that my existing terms and conditions of employment are effectively varied in accordance with this agreement to include, without limitation, all variations to my role, remit and duties, my working hours and my work schedule. I further acknowledge and accept that my salary and benefits will be pro-rated accordingly (unless otherwise expressly stipulated by Seagate).

Employee Name

Employee Signature

Date

[INSERT SEAGATE ENTITY NAME]

Manager Name

Manager Signature

Date

Vice President Name

Vice President Signature

Date