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CAPITAL CONTRIBUTION AGREEMENT

This CAPITAL CONTRIBUTION AGREEMENT (the "**Agreement**") is made and entered into effective as at 30 December 2008 (the "**Effective Date**") by and between:

- (1) **MCAFEE INC.**, a corporation registered in Delaware whose principal place of business is 3965 Freedom Circle, Santa Clara, California, United States ("**McAfee US**");
- (2) **NA NETTOOLS HOLDING COMPANY**, a corporation registered in Delaware, whose principal place of business is 3965 Freedom Circle, Santa Clara, California, CA 95954, United States ("**NetTools US**");
- (3) **NETWORK ASSOCIATES HOLDING COMPANY**, a corporation registered in Delaware, whose principal place of business is 3965 Freedom Circle, Santa Clara, California, CA 95954, United States ("**Network Associates**");
- (4) **NETTOOLS COMPANY**, a company incorporated under the laws of England and Wales with registered number 03589934 and having its registered office at 100 New Bridge Street, London, EC4V 6JA ("**NetTools UK**");
- (5) **MCAFEE INTERNATIONAL LIMITED** a company incorporated under the laws of England and Wales with registered number 02825890 and having its registered office at 100 New Bridge Street, London, EC4V 6JA ("**McAfee UK**").

RECITALS

- A. McAfee US is the owner of all the issued share capital ("**SCC Shares**") of Secure Computing International Limited ("**SCC UK**"), comprising 100 ordinary shares of £1 each.
- B. McAfee US is the owner of the entire issued share capital of Network Associates. McAfee US is the owner of 99% of the shares of NetTools US with Network Associates holding the remaining 1%. Network Associates owns 1 share in NetTools UK with NetTools US owning the remaining shares of NetTools UK. NetTools UK is the owner of the entire issued share capital of McAfee UK.
- C. In anticipation of the proposed integration of the business of SCC UK with McAfee UK it is proposed that ownership of the SCC Shares are: (i) transferred by McAfee US to NetTools US upon the terms and subject to the conditions set forth in this Agreement; (ii) NetTools US acquires and then immediately transfers ownership of the SCC Shares to NetTools UK upon the terms and subject to the conditions set forth in this Agreement; (iii) NetTools UK acquires and then immediately transfers ownership of the SCC Shares to McAfee UK upon the terms and subject to the conditions set forth in this Agreement.
- D. It is proposed that the transfers outlined at part (C) above will be effective as of the Effective Date.
- E. It is recognised by the parties that Network Associates holds 1% of the shares of NetTools US and 1 share in NetTools UK as nominee in each case on behalf of the

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**CERTIFIED TO BE A TRUE
COPY OF THE ORIGINAL**

Baker & McKenzie LLP

BAKER & MCKENZIE LLP

SOLICITORS

100 NEW BRIDGE STREET

LONDON

EC4V 6JA

30.1.09

majority shareholder and that 100% of the SCC Shares will be transferred by McAfee US to NetTools US and by NetTools US to NetTools UK.

- F. The parties agree that the series of contributions of the Shares as set out below are pursuant to a Plan of Reorganisation approved by the parties.

The parties hereby agree as follows:

1. Contribution of the SCC Shares

- 1.1 With effect from the Effective Date, McAfee US hereby contributes and assigns, and NetTools US accepts, ownership of 100% of the SCC Shares as a contribution to the capital of NetTools US without the issuance of any shares in exchange.
- 1.2 With effect from the Effective Date and subject to the contribution referred to in clause 1.1, NetTools US hereby contributes and assigns, and NetTools UK accepts, ownership of 100% of the SCC Shares as a contribution to the capital of NetTools UK without the issuance of any shares in exchange.
- 1.3 With effect from the Effective Date and subject to the contributions referred to in clauses 1.1 and 1.2, NetTools UK hereby contributes and assigns, and McAfee UK accepts, ownership of the SCC Shares as a contribution to the capital of McAfee UK with the issuance of 13,520 ordinary shares in exchange.

2. Representations and Warranties

Each party hereto acknowledges and agrees that, except as expressly set forth in this Agreement: (a) no party hereto is making any representations or warranties, express or implied, with respect to the SCC Shares to any other party hereto; and (b) the SCC Shares are hereby transferred on an "as is", "where is" basis.

3. General Provisions

- 3.1 Legal and Beneficial Ownership. The transfers and contributions of the SCC Shares as per clause 1.1, 1.2 and 1.3 above shall be effective as of the Effective Date. From and after the Effective Date McAfee UK shall be the legal and beneficial owner of the SCC Shares. To the extent that the registered ownership of the SCC Shares would not be transferred to McAfee UK as of the Effective Date, the registered shareholder of the SCC Shares shall hold the SCC Shares as nominee for the benefit of McAfee UK until the SCC Shares have been formally registered in the name of McAfee UK. It is the parties' intent that all the benefits and burdens of ownership of the SCC Shares shall transfer to McAfee UK on the Effective Date. To the extent that transfer of the registered ownership of the Shares would not be completed on the Effective Date or would be contrary to applicable law, the parties will use their best efforts to provide to, or cause to be provided to, McAfee UK to the extent permitted by law, the rights and benefits associated with the registered ownership of the Shares and take such other actions as may reasonably be requested by McAfee UK in order to place McAfee UK, insofar as reasonably possible, in the same position as if McAfee UK were the registered shareholder.
- 3.2 Further Assurances. The parties hereto shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to transfer and contribute the SCC Shares as contemplated in this Agreement.

- 3.3 **Governing Law.** The laws of England and Wales govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).
- 3.4 **Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.
- 3.5 **Entire Agreement.** This Agreement together with the documents entered into pursuant to this Agreement constitute the final agreement between the parties, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement.
- 3.6 **Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.
- 3.7 **Headings.** The captions, titles and headings included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives with effect as of the date of this Agreement.

MCAFEE, INC.

By: _____

Name: Doug Rice

Title: VP + Treasurer

Date: _____

McAfee Legal
Approved

NA NETTOOLS HOLDING COMPANY

By: _____

Name: Doug Rice

Title: VP + Treasurer ; Director

Date: _____

NETWORK ASSOCIATES HOLDING COMPANY

By: _____

Name: Doug Rice

Title: VP+Treasurer ; Director

Date: _____

NETTOOLS COMPANY

By: _____

Name: Anthony Emmet Ruiseal

Title: Director

Date: _____

McAfee Legal
Approved

MCAFEE INTERNATIONAL LIMITED

By: _____

Name: Anthony Emmet Ruiseal

Title: Director

Date: _____

NETWORK ASSOCIATES HOLDING COMPANY

By: _____

Name: Doug Rice

Title: VP+Treasurer ; Director

Date: _____

NETTOOLS COMPANY

By: Anthony Emmet Ruiseal

Name: Anthony Emmet Ruiseal

Title: Director

Date: 24/12/2008

McAfee Legal
Approved

OK

MCAFEE INTERNATIONAL LIMITED

By: Anthony Emmet Ruiseal

Name: Anthony Emmet Ruiseal

Title: Director

Date: 24/12/2008