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10 February, 2020

Dear Chyavan M C,

It is with great pleasure that we offer you the opportunity to join our team at SanDisk India Device Design Centre Private Limited (the "Company"), a subsidiary within the Western Digital Corporation worldwide group of companies. The purpose of this letter is to confirm the terms and conditions of our offer of employment to you. Upon you signing this document it will serve as your employment agreement ("Agreement") with the Company.

1. General

- 1.1 You will begin employment with the Company in a full-time capacity on **13 July 2020**
- 1.2 Your title will be **Engineer, Software Development Engineering**, and you will report to **Chandra KN Rao**, or any other manager whom the Company may designate from time to time. Your title may be changed by the Company in accordance with business needs.
- 1.3 In this position, you will devote all of your time, attention, and ability during normal business hours to the duties, responsibilities, and instructions reasonably assigned to you by the Company. These job duties and responsibilities may be altered by the Company from time to time in order to meet business needs.
- 1.4 Your place of work will be the Company's offices or at such other location in **Bangalore** as the Company shall reasonably require, whether on a temporary or permanent basis.
- 1.5 You may be required to travel domestically or internationally as needed at the discretion of the Company.

2. Probationary Period

- 2.1 The first six (6) months of your employment are probationary (the "**Probationary Period**"). During the Probationary Period, your performance will be monitored by the Company. Please note that your employment may be terminated at any time during the Probationary Period at the Company's discretion. If the Company terminates your employment, without cause, during the Probationary Period, the Company will provide you with thirty (30) days of advance notice or, in the Company's discretion, pay in lieu of notice in full satisfaction of all of your legal entitlements.

Should you successfully complete the Probationary Period, your employment will continue on an indefinite basis subject to the terms and conditions of this Agreement.

- 2.2 In the event of the termination of your employment during the Probationary Period, any expenses incurred by the Company for your training or payments made to you by the Company during the Probationary Period other than regular compensation for time worked must be repaid by you to the Company. Any such repayment must be made within ten (10) days of your last day of employment.

3. Compensation

- 3.1 Your starting Base salary is **INR 13,50,000/-** per year. Salary components included in base salary will be paid on a monthly basis, less all applicable tax withholdings and statutory and other deductions.

- 3.2 The Company normally reviews salaries every year during our annual compensation review process. When reviewing salaries and other compensation elements, the Company will take into account whatever factors it considers appropriate, including but not limited to business conditions and your individual performance. Any changes to compensation are at the sole discretion of the Company.

- 3.3 You will be eligible to participate in the Western Digital Short Term Incentive plan ("STI") in accordance with all terms and conditions of the STI plan. Your initial target STI under the STI plan will be **STI%** of your eligible earnings. Payment of the STI is subject to the Company's corporate performance against financial and operational objectives and your individual performance for the performance period, and therefore you're actual STI award may differ from the target STI amount and may change from one performance period to the next. The fact that a STI is paid in one performance period is no guarantee that a STI will be paid in subsequent performance periods. In the future, your target STI will be confirmed during the annual compensation review process. The STI plan may be changed from time to time or discontinued at the discretion of the Company.

You must be actively employed with the Company at the time the STI is paid (not including any notice period) to be eligible to receive a STI payment, pro-rata or otherwise, subject to applicable law. Any period of notice or payment in lieu of notice that is given to you (or that ought to have been given to you) regarding your termination of employment will not count toward determining your payment eligibility under the STI plan.

- 3.4 Under Base salary section 3.1, you will receive the allowances specified in Appendix A to this Agreement. With the exception of the leave travel allowance, the allowances will be paid to you on a monthly basis. Although the Company will not require documentation of expenses for these allowances, it will be your responsibility to maintain appropriate records for tax purposes. Should you wish to avail tax benefits from any of the above payments, you will be required to provide the Company with proof of your expenditures.

- 3.5 The tax liability, if any, including income tax and professional tax, arising on your compensation will be your personal liability and will be governed by the tax laws of India or otherwise in the country wherein your services are provided.
- 3.6 You agree that any annual bonus linked with production/productivity or other compensation paid to you by the Company shall be in lieu of any bonus required to be paid to you under the statutory laws of India.
- 3.7 The Company has the right to deduct from your salary any sums that you may owe to the Company, including, without limitation, any overpayments, loans or advances made to you by the Company to the extent permitted by law.

4. Working Hours/Business Travel

- 4.1 The standard hours of work for the Company are 40 hours per week, Monday through Friday, with your daily schedule of work hours to be flexible within that time in order to meet the needs of the Company as they arise.
- 4.2 In addition, your duties may require you to engage in travel on behalf of the Company, and to work reasonable hours over and above the hours referenced in section 4.1 as needed due to business requirements. You expressly agree to accept such reasonable travel and hours of work without additional compensation.

5. Benefits

- 5.1 The Company will provide you with the social benefits mandated by applicable law (the "Mandated Social Benefits").
- 5.2 You will be eligible to participate in the Company's benefit plans as established from time to time, at such times as you qualify for them or as they are offered to you. Participation in any benefit plan is subject to the rules of the respective plan. The Company reserves the right to change benefits providers or amend or discontinue any benefit plan in its sole discretion and without compensation to you for any such change, amendment or discontinuance. You may obtain full information about the Company's benefit plans from Human Resources.
- 5.3 The Company will make an employer contribution of 12% of your current Basic Salary at the time of contribution to the Regional Provident Fund. This contribution will be calculated on your basic salary only and will exclude all other types of compensation.

6. Privilege Leave, Sick Leave, Casual Leave and Public Holidays

- 6.1 In each calendar year, you shall be entitled to fifteen (15) working days of privilege leave. Privilege leave is in addition to the public holidays detailed in section 6.6 and may be taken by you at your discretion, so long as it does not interfere with business need and is approved in advance by your manager.
- 6.2 Privilege leave shall be taken between 1st January and 31st December in the year after the privilege leave has been earned. You will earn a pro-rata privilege leave entitlement from your hire date until December 31 of the year in which you were hired. Unless otherwise permitted by the Company at its discretion or as otherwise permitted in accordance with applicable laws, you may carry forward your leave balance in each year to the next year, subject to a maximum of 40 working days.



- 6.3. You shall be entitled to twelve (12) days of sick leave per calendar year. You may be required to provide a medical certificate stating its probable duration before expiration of the third (3rd) calendar day after the beginning of your sickness. If your sickness exceeds the stated period, you may be required to provide a further medical certificate on a weekly basis thereafter. The Company reserves the right to request you to obtain such a certificate from a registered medical practitioner of its choice.
- 6.4. You shall be entitled to six (6) working days of casual leave per calendar year. Casual leave may be taken at your discretion, so long as it does not interfere with business need and is approved in advance by your manager.
- 6.5. You must notify the Company immediately in writing of any incapacitation from work and its probable duration. Upon request by the Company, reasons for the incapacitation must be given to the Company by you.
- 6.6. You will enjoy statutory public holidays as recognized by the Company in conformance with the laws of the State of Karnataka.

7. Professional Expenses

The Company will reimburse you for reasonable and necessary business expenses incurred by you in furtherance of the Company's business, in accordance with the Company Travel Policy as amended from time to time, upon presentation of documentary evidence acceptable to the Company.

8. Non-Solicitation

- 8.1. You agree to at all times comply with the terms and conditions of the non-solicitation provision contained in the Employee Inventions and Confidentiality Agreement.

9. Duration of Employment and Termination

- 9.1. You or the Company may terminate your employment as follows:

(a) **Voluntary Termination:** You may terminate your employment at any time by giving the Company thirty (30) days' written notice (the "Resignation Notice Period"); however, it is understood and agreed that the Company shall be entitled to waive all or part of that notice and accept your resignation at any earlier effective date, in which event your employment will terminate on your last day of actual and active employment. In the event that the Company waives the Resignation Notice Period, you will be entitled to the lesser of (i) the amounts otherwise payable to you during the Resignation Notice Period or (ii) the minimum entitlements, if any, to termination pay, severance pay and benefits continuation as required by the applicable law.

(b) **Termination for Cause:** The Company may terminate your employment for Cause, at any time and without notice or pay in lieu of notice. "Cause" for this purpose includes where the Company has reasonable grounds to believe you are guilty of gross misconduct, gross negligence or are in material breach of one of the terms of your employment; cases of "serious misconduct" or gross neglect of duty, dishonesty or unprofessional conduct, disclosure of confidential information, breach of confidence, breach of intellectual property rights; where you act in a way which in the reasonable opinion of the Company, reflects poorly on yourself and/or the Company, whether or not such act is directly related



to the affairs of the Company; or any other act or omission that would legally permit the Company to, without notice or payment in lieu of notice, terminate the employment of an employee. The failure of the Company to rely on this provision does not constitute a waiver of the provision.

The Company may also deduct from any payment due to you such sums as in its opinion may be equivalent to any loss it may have sustained as a result of your acts, subject to applicable law.

Termination of your employment under this sub-paragraph would be without prejudice to: (i) the Company's right to claim the actual damages it has suffered through this breach; and (ii) any other relief to which the Company may be entitled under contract, law or equity.

- (c) **Without Cause:** After the successful completion of the Probationary Period, and in the absence of Cause, the Company may, at its sole discretion and for any reason whatsoever, terminate your employment by providing you with: (i) notice of termination (or by the Company by making a payment equivalent to thirty (30) days gross salary in lieu of notice) (note: The term "gross salary" means the total fixed compensation component payable to you as per the then applicable Appendix A to the Agreement)) and severance pay (if applicable) in accordance with the applicable law ; and (ii) any portion of your Basic Salary, accrued leave entitlement and/or leave travel allowance, if any, that shall have been earned prior to the date of termination but not yet paid or taken. No STI amounts will be payable during any period of notice of termination of employment, except as may be required by statute. Further, your rights and entitlements under any other applicable compensation or incentive plan or program shall terminate effective as of the date of termination.

The decision to provide actual notice, or pay in lieu, or any combination thereof, shall be in the sole discretion of the Company. The decision as to whether to provide pay in lieu of notice as a lump sum payment or otherwise is also in the sole discretion of the Company. All payments made under this paragraph will be subject to all required tax withholdings and statutory and other deductions.

Except as provided above, you will have no claim whatsoever against the Company or any associated or affiliated entity, or any of its or their officers, directors or employees for damages, wages, incentive or bonus pay, termination pay, severance pay, whether statutory or otherwise or pay in lieu of notice whether statutory or otherwise, arising out of your employment or the termination of your employment. This provision will continue to apply regardless of any change to your position in the future.

For the purposes of this section "date of termination" will be the date specified in the written notice of termination provided pursuant to this Section 9.1(c).

- 9.2 Your period of employment for the purpose of determining your entitlements under this agreement shall terminate on your last date of actual and active employment.
- 9.3 In the event of any inconsistency between Sections 9.1 and 9.2 of this Agreement and the language of any applicable STI, or other incentive plan or program, the provisions of applicable plan shall prevail.
- 9.4 In the event of termination of your employment, you shall return all Company property in your possession including all documents, papers, notes and other media of any description in your possession or under your control which relates in any way to the affairs of the Company or to property in which the Company may have an interest.



- 9.5 Following termination of your employment for any reason, you shall not hold yourself out, or represent, to any third party that you still have an employment relationship or any other relationship with the Company.
- 9.6 The termination of your employment shall not affect the provisions of this Agreement and shall be without prejudice to any right or action already accrued to either party in respect of any breach of this Agreement by the other party.
- 9.7 You agree that in case of retrenchment, the principle of "last in first out" shall not be applicable. You further agree that if you are retrenched by the Company, the Company will not be required to offer you reemployment in any circumstance.

10. Deductions

- 10.1 By executing this Agreement, you agree that if your employment with the Company should cease for any reason and you have received any overpayment of salary (including leave taken or paid in excess of your leave entitlements) or other benefit, such overpaid amounts will be deducted from any final pay owed to you and you hereby consent to such deduction to the extent permitted by law.

11. Data Protection

- 11.1 During your employment, the Company may control and process your personal data (manually and electronically) for the purposes of the administration of this Agreement and the employment relationship, consistent with the legitimate business needs of the Company.
- 11.2 The Company recognizes the importance of protecting personal data and the respect for privacy. For the purposes of data protection, you agree to execute the Company's Worker Data Protection Notice and Consent, and otherwise hereby expressly consent to the Company's processing, and where applicable, control of your personal data as follows:
- collecting and processing of your information as described in the Worker Data Protection Notice and Consent;
 - processing your personal information including sensitive information (for example, health or medical condition, race or ethnic origin, etc.) when necessary; and
 - transferring your personal information within the Company or to third parties including but not limited to the US, according to the Global Worker Data Policy.
- 11.3 In accordance with the Global Worker Data Policy, the Company will ensure that such information will be fairly and lawfully processed for limited purposes, that it is adequate, relevant, accurate and not excessive. The Company will ensure your data is not kept longer than is necessary, is processed in accordance with your rights, will be kept secure, and not transferred abroad without adequate protection.

12. Miscellaneous

- 12.1 There is no collective agreement that directly affects your employment.



- 12.2 The provisions of this Agreement are severable, and if any one provision is found to be unenforceable in whole or in part, the remainder of the Agreement will remain valid and enforceable.
- 12.3 You acknowledge and expressly represent that by executing this Agreement you agree to comply with all Company policies and procedures, as may be amended from time to time.
- 12.4 You agree to sign and at all times abide by the Employee Inventions and Confidentiality Agreement and the Company's Global Code of Conduct ("**Code of Conduct**") and that you will provide written acknowledgments of the Code of Conduct annually or as requested by the Company.
- 12.5 This Agreement and the attached Employee Inventions and Confidentiality Agreement and the Code of Conduct constitute the complete understanding between yourself and the Company with respect to your employment, and no statement, representation, warranty or covenant has been made by you or the Company with respect to this Agreement except as expressly set forth in the Agreement. This Agreement shall not be altered, modified, amended or terminated unless agreed to in writing by both yourself and the Company.
- 12.6 You represent that all the contents of your application, resume, testimonials, references, previous employment details, and other information furnished by you are true, complete and accurate. If any of the above particulars are found to be incorrect, incomplete or misleading in any way, the Company shall have the right to terminate your employment forthwith, without the requirement of providing you any notice or compensation in lieu thereof.
- 12.7 You are informed that the Company shall have the right to conduct periodical background checks on you, including criminal background checks and reference checks, as permitted by applicable law, and your employment is subject to completion of background checks on you, including criminal background checks and reference checks, to the Company's satisfaction. The Company may utilize third parties to conduct any such background checks and you agree to the same.
- 12.8 You acknowledge that damages will not be an adequate remedy in the event of breach of any of your obligations under the Agreement. Therefore, you agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available) to obtain injunctive or equitable relief from any court of competent jurisdiction.

13. Governing Law and Jurisdiction

- 13.1 This Agreement shall be governed by and interpreted in accordance with the laws of the India. Except as provided herein, all disputes in relation to the Agreement shall be settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a single arbitrator selected out of a list of three arbitrators provided by the Company. The arbitration proceedings shall take place at Bangalore and shall be conducted in English. Each party is responsible for its own expenses in the arbitration. The decision of the arbitrator shall be final and

binding upon both parties.

14. Prior Agreement

- 14.1 This Agreement supersedes all previous agreements, contracts and arrangements (including the offer letter, if any) whether written, oral, or implied between the Company and yourself relating to your employment, all of which contracts, agreements and arrangements shall be deemed to have been terminated by mutual consent as from the date of commencement of your employment under this Agreement.

This offer of employment is conditioned upon:

- i) Satisfactory results of an individual background check including references and verification of previous employment, education, criminal record, and other matters relating to your suitability for employment, as permitted by applicable law.
- ii) Your execution of the Employee Invention and Confidentiality Agreement (EICA).
- iii) Your written acknowledgment of the Western Digital Global Code of Conduct. In addition, the Company may require annual written acknowledgments thereafter.

Upon commencing employment with the Company, please furnish copies of the following:

- i) Relieving letter from your present employer;
- ii) Salary details of your current employment;
- iii) Mark sheets and certificates of educational qualification;
- iv) Four passport size color photographs;
- v) Passport.

Drawn up in two originals, both parties acknowledging receipt of an original.
For and on behalf of SanDisk India Device Design Centre Private Limited



Naveen Kumar,
Senior Manager, Talent
Acquisition

You are required to provide your acceptance of this offer in writing within five (5) days of receipt and to join the organization on a mutually agreed upon date, which shall be no more than one month from the date of acceptance of this offer. If you fail to provide your acceptance and/or do not join within the stipulated time, this offer will stand automatically withdrawn.



I hereby accept this offer of employment and confirm my employment start date will be

_____.

PRINT NAME: _____

SIGNATURE: _____

APPENDIX- A

Name : Chyavan M C

Grade: 105

Position : Engineer, Software Development Engineering

Req. ID: JR-0000051089

FIXED COMPENSATION

Salary Components	Per Month (INR)	Per Annum (INR)	Remarks
TOTAL FIXED COMPENSATION - Comp I	1,12,500	13,50,000	
Basic	50,625	6,07,500	45% of Comp 1
Housing Rent Allowance (HRA)	20,250	2,43,000	40% of Basic
Telephone Expense Reimbursement	3,000	36,000	Flexible Benefit Plan*
Leave Travel Allowance(LTA)	4,219	50,625	Flexible Benefit Plan*
Meal Benefit Coupon	2,200	26,400	Flexible Benefit Plan*
Vehicle Maintenance Reimbursement - Two / Four wheeler	-	-	Flexible Benefit Plan **
Special Allowance	32,206	3,86,475	
TOTAL FIXED COMPENSATION - Comp I	1,12,500	13,50,000	Total Comp

Benefits

ER Contribution to Provident Fund	6,075	72,900	12% of Basic
Comp II: (Total Fixed Comp + PF)	1,18,575	14,22,900	

Variable Compensation

STI	1,35,000	10% of Comp I
Total - Comp III	15,57,900	

Note

* Telephone Expense Reimbursement, LTA, Meal Benefit Coupon.
Vehicle Maintenance Reimbursement **(Two wheeler / Four wheeler) and Special Allowance are all part of (Flexible Benefit Plan) FBP.
Employees are guided to choose the values as per the FBP document.

** Two wheelers - INR 900 per month
Four wheelers - INR 1,800 per month upto 1.6 CC / INR 2,400 per month above 1.6 CC

Based on the FBP Declaration on two / four wheelers, special Allowance component will be calculated

10 February, 2020

Dear Chyavan M C

1. In connection with our employment offer letter to you dated **February 10**, we are pleased to offer you a one-time Sign-On Bonus as outlined herein.
2. Contingent upon you accepting our offer and commencing employment with SanDisk, you will be paid an amount of **INR 300,000/- (Rupees Three Lakhs Only)**.
 - a. This Payment will be made in a single instalment after completion of 1 month from the start date
 - b. Applicable taxes will be borne by you and deducted at source.
3. This one-time payment will not be in conjunction with any other allowances or benefits.
4. In the event that you voluntarily resign or are terminated by SanDisk with Good Cause within 36 months from receiving the payment, Sign-On Bonus shall automatically be forfeited and you will be required to repay the full amount of the Sign-On Bonus.
5. In such case, and to the extent permitted by law, the Company reserves the right to deduct such amount from any final settlement payable to you and to look towards you for the recovery of any shortfall amounts, if necessary.
6. In the event your employment is terminated by the Company without Good Cause or due to full-time disability or untimely death, no repayment will be required.

For and on behalf of SanDisk India Device Design Centre Private Limited



Naveen Kumar
Senior Manager, Talent Acquisition

I confirm receipt of the above Agreement and accept the terms and conditions contained herein.

PRINT NAME:



SIGNATURE: