



Confidential Proprietary

08-May-2024

Ayush Kumar Jha,

LETTER OF EMPLOYMENT

Dear Ayush Kumar Jha,

We are pleased to offer you the position of **Software Engineer** on the payroll of NXP India Private Limited (NXP), based at **Noida** in Job Level **G1** effective from **02-07-2024** on the following terms and conditions:

1. Fixed Salary

Your Fixed Salary will be **INR 1500000 /-** per annum (As per annexure), paid on a monthly basis, subject to applicable taxes.

2. Other allowances/ perquisites and benefits etc.

Other monthly/annual allowances, reimbursements, benefits, and perquisites applicable to you are described in the annexure to this letter.

3. Sign On Bonus

An amount of **INR 600000/-** subject to applicable taxes is payable as Sign-on Bonus. You will be paid the sign-on bonus in two installments, the first installment of **INR 300000/-** would be paid in three to five weeks after commencement of your employment with NXP and second installment of **INR 300000/-** after completion of one year of the service. This entire Sign on Bonus amount would be fully recoverable if the employee voluntarily terminates his/her employment with NXP anytime within **24 months** of service.

4. Annual Incentive Plan

You will be eligible to participate in the NXP Annual Incentive Plan (AIP), which is comprised of two 6-month performance periods with two potential payments per year. The annual target bonus applicable to your grade level is **8% of gross salary** (or eligible earnings for applicable non-exempt employees), prorated for the number of days you are active with NXP for the corresponding performance period. Payment is contingent upon meeting overall business objectives. Any payments under the Annual Incentive Plan will be strictly governed by the terms and conditions of the AIP plan.

5. Relocation (if applicable)

The relocation benefits being offered to in connection with your move to Location are at a significant cost to NXP. In the event you terminate your employment on your initiative within the first year after the relocation date (defined as the commencement of salary at the destination location), you will be liable to repay all relocation benefits previously paid by NXP. Further, all agreed to future reimbursements cease as of the date of termination.

NXP India Private Limited

CIN: U72900KA2004PTC101034

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6. Salary Review

To ensure the success of each NXP employee, periodic progress reviews are conducted by the employee's supervisor.

7. Transfer

Depending upon exigencies of business your services can be transferred by the Company in any capacity as the Company may desire from time to time, from

- a) one location to another
- b) one department to another
- c) one project to another

It is a condition of employment that you can be transferred by the Company anywhere in India or abroad to any of the parent Company's Subsidiary Companies, Joint Ventures, Associates, Sister Companies etc., as per needs. Such transfers will not create for you any right to ask for revision in your salary or other terms and conditions of your services. Consequent to such transfers, you will be governed by the terms and conditions of service as applicable to your category of employees in the new place.

8. Working Hours, Holidays and leave

You will observe the working hours, holidays and leave rules as per the service rules applicable.

9. Health Examination

You will be examined at any time by a doctor of Company's choice for your medical fitness to continue to work for the Company and opinion of doctor appointed by company in this regard shall be final and binding on you.

10. Proof of Age

You will be required to produce satisfactory proof of age at the time of joining. The same may be evidenced from the School Leaving certificate or from the birth registration certificate. Once, such proof of age is accepted and recorded on the company's register, you will not be permitted to seek a change of date of birth.

11. Past Record

If any declaration given or information furnished by you to the Company proves to be false or if you are found to have willfully suppressed any material, information, you will be liable to removal from services without any notice or compensation whatsoever.

12. Protection of Company Property

You will sign and return a copy of the "Agreement to Protect Company's property Rights".

13. Secrecy

You will not at any time disclose to a third party any of the company's confidential technical information or any information concerning the business of the company and its parent and affiliated companies, which you may come to know during your service with the company.



14. Code of Conduct

NXP prides itself as a company with the highest order of ethical conduct in its dealings with customers, suppliers, agents and governments. As part of your employment agreement with the company, it is important that you fully understand this philosophy and the policies governing it. A copy of the NXP Code of Conduct for employment with the company is attached. Please sign the attached declaration with the "Code of Conduct" and return it to us, as a token of your having read, understood and agreeing to abide by its contents.

15. Notice

Either party may terminate this employment by giving two months' notice to the other or prorated two month's gross salary in lieu thereof. NXP may at its sole discretion allow the employee to leave earlier than the completion of the two (2) months' notice period subject to the employee completing the knowledge transfer to NXP's satisfaction and paying to NXP an amount equivalent to the employee's pro rata gross salary for the remainder of the notice period. NXP shall however have the right to terminate employment without notice in case of breach of contract or industrial misconduct by the employee.

16. On Separation

On termination of employment and/or your resignation during the period of your employment, you will immediately give up the Company all the tools, accessories, formulae, documents, specifications, books etc. of whatsoever nature in your custody, care of charge and obtain clearance certificate from the relevant person/ office/ department, on production of which alone your dues, if any, will be settled by the Company.

17. Retirement

Your age of retirement from the services will be on completion of sixty years. However, you may be retired at any age before sixty years during your services in the establishment if you are unable to continue in service satisfactorily due to any form of physical or mental infirmity or not able to perform given work. The actual date of retirement shall be the last working day of the calendar month in which your 60th birthday falls.

18. Other Terms & Conditions

Your work in the Company will be subject to the rules and regulations of the Company, as promulgated and modified from time to time in relation to your conduct, discipline and other matters. You shall during the services with us, devote your whole time and attention to the Company's business entrusted to you and you shall not engage yourself directly or indirectly in any business or service other than the Company's business or service except with Company's prior approval obtained in writing. Whenever there is a change in your personal information, you shall notify the Company in writing within three days.

In addition to the above, all such other rules and regulations as may be in operation at the time of your accepting the appointment with the Company and as may be amended or altered from time to time at the discretion of the Company will also apply to you. Your personal information will be maintained in electronic form and any hard copies of such information can be destroyed by NXP at any time in its sole discretion.

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Please confirm that the above terms and conditions of this employment agreement are acceptable to you and that you accept the employment by signing the duplicate copy of this letter as a token of your acceptance and return it to us immediately.

We look forward to working together to build a successful business.

Yours faithfully,

For NXP India Pvt. Ltd.

A handwritten signature in blue ink, appearing to read 'Sanjeev', is written over a horizontal line.

Sanjeev Sharma
Authorized Signatory

I agree to accept the employment on the above-mentioned terms and conditions.

Date: **08-May-2024**

Signature of **Ayush Kumar Jha**

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ANNEXURE A

Name : Ayush Kumar Jha,

Compensation Structure		
Personal and Confidential		
Name : Ayush Kumar Jha		
Grade : G1		
Designation : Software Engineer		
Particulars	Monthly (in Rupees)	Annualized (in Rupees)
Basic Salary	50000.00	600000.00
House Rent Allowance (HRA)	25000.00	300000.00
Flexible Benefits Package (FBP)*	44000.00	528000.00
PF (Employer Contribution)	6000.00	72000.00
Gross Salary	125,000.00	1,500,000.00
Annual Incentive Plan (8% of Gross Salary)		120000.00
Gratuity (As per law)		28800.00
Total CTC		1,648,800.00

**Flexible Benefit Package (FBP) can be used for:*

- *Leave Travel Assistance*
- *Education Allowance*
- *Other Allowances*
- *Telephone Rental Reimbursement*
- *Professional Pursuit*

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ANNEXURE A continued...

BENEFITS

Gross Term Life Insurance (Self) : 2 Times of Annual fixed Gross Salary

Medical Insurance (Self and upto 5 dependents) : INR 800000/-

Personal Accidental Insurance (Self) : 2 Times of Annual fixed Gross Salary

Subsidized Breakfast and Lunch

Free evening Snacks and Dinner

Company provided subsidized Transportation

VACATION & LEAVE

Paid Leave : 20 working days in each calendar year on Pro -rata basis. Maximum accumulation up to 40 Days at a time

Sick Leave : 12 days per annum

Casual Leave : 8 days per annum

For NXP India Pvt. Ltd

**SANJEEV SHARMA
AUTHORIZED SIGNATORY**

NXP India Private Limited

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