



Texas Instruments (India) Pvt. Ltd.  
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CIN:U29110KA1985PTC007067

## **OFFER CUM APPOINTMENT LETTER**

Hello Suchit S,

As a global semiconductor company operating in 35 countries, Texas Instruments (TI) is first and foremost a reflection of its people. From the Tler who unveiled the first working integrated circuit in 1958 to the more than 30,000 Tlers around the world today who design, manufacture and sell analog and embedded processing chips, we are problem-solvers collaborating to change the world through technology and innovation.

**Congratulations!** Texas Instruments India Ltd is pleased to offer you a position as Digital Engineer in Bangalore > India, Bangalore-Bagmane TechPk. This letter outlines the basic components of your offer.

This offer and appointment is subject to the terms and conditions described in this letter as well as additional general TI terms of employment. Your appointment is subject to satisfactory completion of reference/background checks.

Your starting fixed compensation will be 1,800,000.00 Indian Rupee (INR), less applicable taxes, and is composed of 1,800,000.00 Indian Rupee (INR) per Annually with a classification of job grade 24.

Your tentative date of joining will be August 5, 2024.

The start date is subject to change at the sole discretion of TI (India). In the event that you fail to join TI within the aforementioned date or other date mutually agreed in writing among TI (India) and yourself, this offer cum appointment letter will stand cancelled.

We are pleased to offer you the following equity award:

Restricted Stock Unit Value: \$10,000

Restricted Stock Unit awards will be recommended for approval by the Compensation Committee of the TI Board of Directors at the next possible meeting subsequent to your hire date. The actual number of shares granted are calculated by using the value stated above divided by the TI common stock price at market close on the date of the grant. Upon grant, you will receive instructions from the TI Stock Programs team on how to view and accept your grant. Restricted Stock Units must be accepted within 120 days of the grant date or the grant will cancel.

In addition to a competitive total compensation package, TI seeks to provide employees with benefits to help manage their health, save for the future, allow time off to rejuvenate, and to protect against unexpected risks at work or in life.

Please refer to Annexure I and Annexure II for a detailed break up and information about your compensation offer and benefits offered by TI.

You will be on probation for a period of six months immediately following your date of joining. Your confirmation of employment will be subject to satisfactory performance during your probation period and at the discretion of the management of TI India. After the end of six months, you will be deemed as confirmed, unless otherwise communicated in writing to extend your probationary period or terminate your employment.

During the term of your employment with TI (India), you shall not engage in any other employment or act in any way, which either conflicts with your duties and obligations to TI (India) or is contrary to the Policies or interests of TI (India).

In the event of being absent from work without leave for 15 days or more, TI (India) will deem that you have voluntarily abandoned your employment and thereby have terminated the contract of service on your own. TI (India) may under such circumstances, issue a termination letter settling your dues after deducting all amounts due from you.

Should you desire to leave the services of TI (India), either during probation period or after confirmation of your employment, you will be required to give prior written notice of two calendar month or pay two month gross salary in lieu of notice at the sole discretion of TI (India). Similarly, TI (India) reserves the absolute right to terminate your services by either giving you a notice of two calendar month or salary of two month in lieu thereof at the sole discretion of TI (India).

At the time of termination of this employee agreement, if there are any dues from you, the same may be adjusted against any money due to you on account of salary, gratuity or bonus or any other payment due to you from the Company.

All intellectual property, including without limitation inventions, improvements and discoveries (collectively hereinafter "Intellectual Property") made by you either alone or jointly with any other person(s) during your service with the Company which relate to or are connected or are capable of being worked in connection with Company's business, software or manufacturing activities will become the sole property of the Company. You will disclose fully to the Company such Intellectual Property, both while in the service of the Company and thereafter, and at the request and at the expense of the Company take such steps as may be necessary for the Company (or its parent/subsidiaries/associate companies) to obtain patent, copyright, trademark, mask work rights or other applicable protection for such Intellectual Property in India and elsewhere. You will at the expense of the Company assign absolutely and beneficially all such patent, copyright, trademark, mask work or other applicable rights (registered or not) to the Company or as the Company may direct.

You will keep confidential all the secrets of the Company and those of its parent/subsidiaries/associate companies or of any company, firm or person with whom the Company or its parent/subsidiaries/associate companies may at any time be in technical, commercial or financial co-

operation or association. You will not during your employment or at any time after the termination of employment divulge any trade, software, or manufacturing process knowledge or confidential information concerning any matter or thing relating to the business or interests of the Company and its parent/subsidiaries/associate companies or of any company, firm or person with whom the Company or its parent/subsidiaries/associate companies may at any time be in technical, commercial or financial co-operation or association and will not utilize any secret or confidential information or knowledge acquired in consequence of your employment.

You will comply with all current and future Company policies and procedures in the course of your employment. From time to time, you may also need to enter into specific agreements/documents that the Company may consider necessary including but not limited to agreements for the protection of the Company's Intellectual Property and confidential information. The Company reserves the right to amend, add to or delete any of the Company's policies and procedures during the course of your employment.

You agree and consent that the Company shall, in accordance with applicable laws, collect, store, process, disclose or otherwise handle or share or disclose any personal or sensitive data or information provided by you to the Company. It is your responsibility to notify TI India of any changes in your personal information within 3 working days of any such change.

Your employment at TI (India) and all matters pertaining to the same will be governed by the laws of the Republic of India, and any disputes or proceedings in that regard will be subject to the jurisdiction of the courts at Bangalore, India. Provided, however, TI (India) reserves the right to seek injunctive and other relief in any other forum or jurisdiction it deems appropriate.

This offer and appointment is directed towards developing a career for you at TI (India.) However, employment at TI (India) will always entail the conditions of satisfactory employee performance and satisfactory business conditions for the company (as it may determine at its sole discretion).

The retirement age is 58 years.

This offer letter becomes an Appointment letter, when you acknowledge the acceptance of this offer letter and join TI (India) on the date mentioned herein. TI (India) reserves the right at its discretion to withdraw this offer letter at any time before joining, at its sole discretion. On your joining, you are required to bring originals of your school leaving certificate for proof of date of birth, submit a photo copy of your latest degree certificate/course completion certificate. If you were previously employed, you are required to submit your letter of relieving from your previous employer. Please also bring your recent photographs (two stamp-size and four passport size) with you.

To formally accept or decline the offer outlined in this letter, please click on the link below to electronically submit your response. By accepting, you agree that you have read this letter and accept the terms and conditions outlined here. With your acknowledgement you: guarantee that all the information and documents that you have provided or will provide to Texas Instruments are true and reliable, agree to the use of those documents or information by Texas Instruments, and bear full responsibility for any incomplete or incorrect information or documents provided by you.

This offer cum appointment letter shall remain valid until September 16, 2023. In the event that you fail to accept this offer letter in accordance with the aforesaid procedure, or fail to report to work as anticipated on August 5, 2024 or other date mutually agreed in writing among Texas Instruments India and yourself without proper notice to Texas Instruments India Ltd and written confirmation from TI Human Resources, this offer letter will become invalid and void. Should you have any questions regarding the terms and conditions of your employment, or the nature of your duties, please contact Sheetal Mishra at X1090055@ti.com.

When you join TI, you're joining a team of innovators that's been redefining what's possible for decades. Our innovations are at work all around you – in things you experience every day. We engineer and manufacture semiconductors that enable everything from connected cars to intelligent homes; from drones to smart phones. Our work is fast-paced, fascinating and challenging. But it's our people that make us great. Tilers are problem solvers, achievers and collaborators. We are committed to our work, to each other, to our communities, and to shaping the future of electronics. And we're devoted to continuous learning and development. With locations across the U.S. and around the globe – from Dallas to Silicon Valley to Shanghai – there's a world of opportunity waiting at TI. We hope you will join us and make an impact with your future contributions.

Thank you,

Arindam Chatterjee  
Texas Instruments recruiting



## Annexure I

Date of Joining*		5-Aug-24
Job Grade*		24
A. Fixed Compensation (FC)*		1,800,000
Basic		720,000
Provident Fund		86,400
Customizable		993,600
B. Benefits		107,060
Professional body membership		10,000
Insurance (Medical, Personal Accident, Life)		35,500
Gratuity		34,560
ESPP Purchase Discount		27,000
C. Variable Compensation*		360,000
Annual Compensation (A+B+C)		2,267,060
D. Joining Bonus (On Joining)		300,000
E. Joining Bonus (Payable after 12 months of joining)		200,000
F. Relocation bonus		75,000
Total Compensation (A+B+C+D+E+F)		2,842,060
Equity (RSU)		\$10,000
*Based on a 20% profit sharing (PFS) estimate. PFS payout ranges from 0-20%. Check annexure for payout history. Additional bonus opportunities exist.		

## Annexure II

### Pay for Performance Compensation Philosophy

TI's compensation program is structured to pay for performance of the company, business and individual. Our objective is to deliver a total compensation and benefits program aligned with practices in the semiconductor industry and the locations in which we operate.

TI's total compensation package includes fixed compensation, profit-sharing and the opportunity for performance-based bonuses and equity awards. In addition, we provide a comprehensive package of benefits addressing health, learning & development, retirement and wellness.

#### Fixed Compensation (Base Pay/FC):

TI provides market-competitive fixed compensation that is aligned with individual performance. This is reviewed annually with the opportunity for increases based on market and performance. The fixed compensation structure (FC) comprises the following:

- **Basic and Provident Fund (PF):**
  - Basic is 40% of your total fixed compensation.
  - PF contribution is mandated at 12% of the basic salary. The company contribution will be split as follows: INR 1250 per month will be deposited into the Employee Pension Scheme maintained by the Government of India, if applicable. The balance of the 12% contribution will be deposited in the individual PF account. The employee makes a matching 12% contribution to PF, but can contribute upto an additional 88% of basic, if they wish to.
  - PF contribution rules are different for International Workers (non-Indian passport holders). Please refer to the compensation table in the offer letter for details. In case, of additional queries, please reach out to the PF Helpdesk.
- **Customizable component:**
  - Customizable components enable employees to allocate their salary under different categories to gain maximum tax benefits as per government regulations. The customizable component includes:
    - House Rent Allowance: 40% of Basic
    - Leave Travel Allowance: 16.67% of Basic
    - Sodexo Meal Card: Maximum allocation of INR 3000 per month
    - Broadband/mobile/telephone expenses: INR 1750 per month
    - Company Car Lease (CCL) policy and fuel allowance for CCL employees
      - Employees can lease a car via LeasePlan India for a period of 24 or 36 months. Monthly EMI for the car will be borne by the employee & deducted from the employee's customizable component.
      - Employees can allocate fuel allowance up to a maximum of INR 7500 per month.
      - TI pays insurance premiums during the lease period.
      - At the end of the operating lease, the employee can return the car to the leasing company or buy the car at the applicable residual value as defined by the leasing partner.
      - If an employee opts for CCL, then they will not be eligible to utilize the company provided transport services.

**Note:** Any excess amount after the employee has availed some or all of the above categories will be a fully taxable component each month.

### Benefits

Some of the benefits offered by TI include, but are not limited to:

- **Professional Body Membership:** The overall development of employees is our primary focus and this benefit supports professional growth and self-development. Each year employees, whose services have been confirmed, are eligible to use the professional development allowance for purchasing technical or non-technical books, e-books, audio podcasts, magazine/online subscriptions, and professional body memberships relevant to their work. The annual limit is INR 10,000 per financial year beginning April and ending March.
- **Insurance:**
  - **Group Personal Accident (GPA):** This insurance scheme provides compensation to the insured person or their legal representative in the event of the insured person's death due to accident or if they suffer permanent disablement due to an accident. The sum insured is two times the Annual Fixed Compensation (Base Pay) or INR 2,500,000, whichever is higher. This policy covers employees only and the premium is paid by TI.
  - **Group Term Life (GTL):** Group Term Life Insurance provides life (term) insurance protection to employees in case of death. The sum insured is two times the Annual Fixed Compensation (Base Pay). This policy covers employees only and the premium is paid by TI. Employees may also be provided with an option to top up the sum insured by one or two times the Fixed Compensation. The premium towards the top-up will be entirely borne by the employee.
  - **Employee Deposit Link Insurance (EDLI):** This scheme is introduced by Central Government which provides Life Insurance coverage to all employees based on their PF deposit. Eligible cover is INR 701,000 and is payable to the nominee of the employee in the event of their death. The premium is paid by TI.
  - **Group Medical:** TI provides insurance coverage to employees and their families for expenses related to hospitalization due to illness, disease or injury.
    - Coverage: Employee + (spouse/domestic partner (of same or different gender) + 2 dependent children + 2 dependent parents).
    - Sum Insured: Fixed cover of INR 500,000 per family (floater).
    - Premium is paid by TI.
    - Voluntary top-up insurance coverage is available up to an additional INR 10,00,000 where the top-up premium will be borne by the employee.
    - **Co-pay:** A co-pay of 20%, subject to a maximum of INR 25,000 cumulatively for the policy year, is applicable on all payable claims where the claim is for any of the employee's dependent. No co-pay is applicable for the claims related to the employee themselves.
- **Gratuity:** Gratuity is paid as per the Payment of Gratuity Act. This is a retiral benefit that will be payable on separation or retirement if the person is employed with TI for a minimum of five years of continuous service. The employee is entitled to 15 days of the last drawn

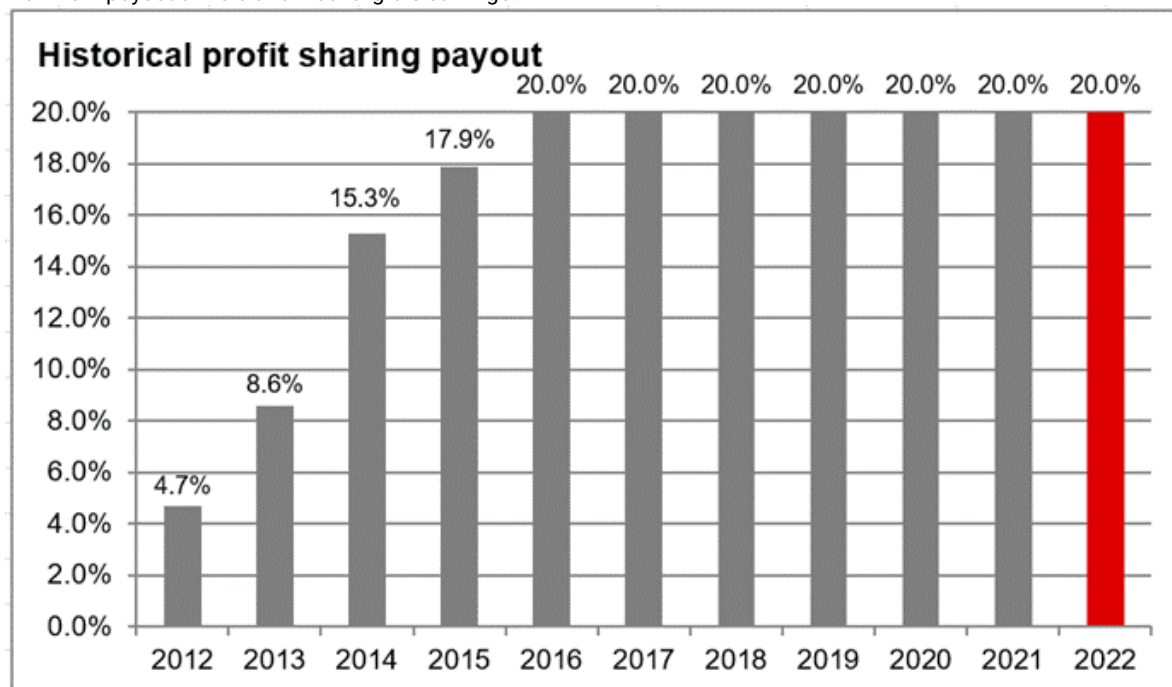
basic salary for every year of service completed.

- **National Pension Scheme (NPS):** NPS is an employee contribution to the investment and pension scheme initiated by the Government of India. An employee can choose to contribute to the NPS voluntarily. Any contribution to the NPS will be deducted from the employee's Fixed Compensation and will be eligible for applicable tax exemption. There will be no additional contribution from TI.
- **ESPP Purchase Discount:** The Employee Stock Purchase Plan (ESPP) is a benefit that enables an employee to become a shareholder of the company and have a share in TI's potential future growth and profitability. ESPP is offered four times each year with enrollments in March, June, September, and December. For each offering, an employee has three months of payroll deductions to set aside funds to buy TI stock at a 15% discount on the fair market value (FMV) on the date of purchase. To be eligible, an employee must be an active employee on the offering start date. A maximum of 10% of fixed compensation can be contributed towards ESPP.
- **Transportation Subsidy:** TI provides subsidized transport service. Additionally, we provide free shuttle services to nodal points for easy access to public transport.

Note: The terms of TI's benefit plans are subject to cancellation or change at any time. To the extent that any information provided herein conflicts with the term of any pertinent benefit plan, please note that the terms of the plan shall be applicable.

### Profit Sharing (Variable Compensation)

The TI Profit Sharing Plan is a formula-driven, company wide program for which all employees are eligible. Payouts are triggered when the company achieves 10% or more profit from operations (PFO) for the fiscal year, and the amount of the payout increases as PFO increases to a maximum payout of 20% of annual eligible earnings.



### Additional Performance-Based Variable Compensation Programs

In addition to the TI Profit Sharing Plan, TI offers opportunities to earn cash awards based on performance throughout the year. These include:

- **Annual Compensation Review Performance Bonus (CRP Bonus):** In addition to profit sharing, outstanding performers who have made the most significant contributions towards the year's business results also have the opportunity to receive an annual performance bonus. Sales Bonus Plan employees are ineligible. Where applicable, the bonus is delivered through the annual compensation review process in February.
- **Sales Bonus:** The Sales Bonus Plan, available to employees in specific Sales and Field Applications roles, provides cash rewards based on performance against the achievement of specific objective(s). Sales Bonus Plan earnings are paid quarterly.
- **Other Programs:** Tiers who publish technical papers that meet certain criteria or contribute to patent applications could be eligible for additional monetary incentives. Additionally, Tiers with exceptional contributions outside of the normal scope of their roles can be recognized with non-cash awards.

### Equity Programs

TI equity awards are granted selectively to employees based on their contributions, future potential and critical skills. These awards are designed to help build a sense of ownership in Texas Instruments, and align employee and stockholder interests. Awards at TI may include both non-qualified stock options and restricted stock units, providing long-term incentives with a more stable value while still ensuring that participants' equity compensation is directly linked to the TI stock price.

A non-qualified stock option provides a Tier with an opportunity to purchase a specific number of shares of TI common stock at a fixed price for up to 10 years under the terms of the grant. TI non-qualified stock options vest annually in four equal installments beginning on the first anniversary date of the grant.

A restricted stock unit is a right to receive a share of TI common stock at the end of the vesting period for each unit granted. TI restricted stock units' vest 100% four years from the date of the grant.

If awarded, specific terms of the non-qualified stock options and restricted stock units will be set forth in individual grant agreements.

Equity grants are subject to approval by the Compensation Committee of the Board of Directors, which typically happens on a quarterly basis.

Equity grants offered at hire will be submitted for approval at the next possible meeting (Jan, Apr, July and Oct) after the employee's joining date. To be eligible for a particular grant cycle, an employee must join on/before last working day of the month preceding the compensation committee meet.

## Other Benefits

Some of the other benefits offered by Texas Instruments India include, but are not limited to:

- **Klib Online Library Service:** TI has partnered with ' Klib ' to provide an easy to use online library service to its employees. The monthly subscription charge is borne by TI. You can select the book of your choice from the website and it will be delivered to the TI Bangalore office.
- **Educational Assistance:** TI offers support to employees who wish to pursue further education in an area relevant to their occupation during the course of their employment. The program allows for reimbursement of education fees, hostel fees, economy class air fare (where the course includes a sabbatical period) & reference books required for the course. Availing the education assistance is subject to the work-flex options listed below.
  - **Distance education** refers to any relevant education course work (leading to certificates /diploma /degrees from recognized institutes or universities) which is completed while the Tler continues to work from his/her normal work location, and results in relatively no disruption to the job requirements.
  - **One Semester Sabbatical Program (OSSP)**, which is defined as a maximum period of six continuous months relevant to one academic semester, when campus stay is a requirement of the study program.
  - **Education Leave of Absence (eLOA):** The main objective of the educational eLOA is to enable Tlers to pursue a full-time education program without having to separate from the organization.
- **TEXINS:** TEXINS offers subsidized facilities for employees to participate in recreational activities such as games, sports and other cultural or creative activities. Texins aims to usher in a healthy balance of work & well-being by facilitating and encouraging the participation of employees in activities which refresh the mind, body and spirit.
- **Child Care Support:** TI has partnered with specific child care providers enabling employees to avail subsidized full day care, half day care, after school programs and at home services for their children.
- **Global Employee Assistance Programme (EAP):** Employees around the world have access to a worldwide EAP through Magellan HealthCare. The EAP gives employees access to tools and resources to improve their mental and physical well-being. It is available at no cost to employees and their dependents 24 hours a day, 7 days a week. The service is independent and ensures confidentiality.

## Leave policy

- **Privilege Leave**
  - 20 working days (excluding weekends and holidays) every calendar year (1.67 days of leave is credited at the end of every month).
  - At the end of the year, a maximum of 40 days of leave can be carried forward.
  - Any leave beyond 40 days will lapse.
  - Encashment of privilege leave balance is possible only on separation.
- **Sick Leave/Family Care Leave**
  - 12 days of Sick Leave/Family Care Leave is accrued at the beginning of the year. Any unused Sick Leave/Family Care Leave may be carried forward up to a maximum of 24 days. This leave cannot be encashed.
  - This leave can be used:
    - When an employee is physically unwell
    - When an employee needs to take care of his/her mental well-being
    - When taking care of sick dependents (spouse/partner, children, elderly care)
- **Maternity Leave** Women employees (Tlers) who have been working at TI for at least 80 days (2.5 months) before the expected date of childbirth / adoption of child are eligible for twenty-six (26) weeks of maternity leave. Additionally, they are also eligible for Work from home after completion of maternity leave, if the nature of work permits as well as up to four (4) visits a day to the crèche
  - **Surrogacy:** In case of surrogacy, the employee is entitled to maternity leave with full pay for 26 weeks. Leave is also applicable for commissioning mothers (which means a biological mother who uses her egg to create an embryo implanted in any other woman).
  - **Miscarriage or medical termination of pregnancy:** In case of miscarriage or medical termination of pregnancy, an employee is entitled to avail leave with full pay for a period of 6 weeks immediately following the day of medical termination of pregnancy or miscarriage.
  - **Illness due to pregnancy:** In case of any illness arising out of pregnancy, delivery, premature birth of child, miscarriage, or medical termination of pregnancy, an employee is entitled to avail leave with full pay for a period of up to 1 month. This is in addition to any leave the employee may have already availed on account of pregnancy, delivery, miscarriage, or medical termination of pregnancy.
  - **Tubectomy/tubal ligation:** In case of having undergone a tubectomy/tubal ligation, an employee is entitled to avail leave with full pay for a period of 2 weeks immediately following the day of such operation.
- **Paternity Leave:** Twenty-six weeks of paternity leave for adopting single fathers, four weeks for all others.
- **Adoption Support:** In case of adoption, apart from the parental leave, TI will reimburse up to Rs. 50,000/- based on actuals against legal expenses incurred for the adoption of the child.
- **Medical Leave of Absence:** TI supports a paid medical leave for a period that is medically necessary and would keep the employee away from work for an extended period. An employee is eligible for up to 26 weeks of paid leave, basis the recommendation of the treating physician and subject to necessary internal approvals. Additionally, the employee would also be eligible for unpaid leave of absence for up to 26 weeks, if required beyond the paid leave.
- **Compassionate Leave:** TI strives to ensure you have the support you need to care for yourself and your family during major life events. If a loved one passes away, we understand your need to take time away from work to be with your family. Employees can additionally avail up to 5 working days, per calendar year, to help ease the emotional burdens during the loss of an immediate family member.

## Reimbursements

- **Notice Pay (if any):** Where applicable, any notice period shortfall that an employee has incurred with prior agreement with TI, from the previous company will be reimbursed upon joining. Proof of Notice Pay deduction duly signed by the previous employer is mandatory for reimbursement.
- **Temporary accommodation:** TI will arrange for temporary living for you in a TI-approved hotel for a period of 2 weeks. Breakfast is usually complimentary at the accommodation.

**Note:** The above reimbursement should be claimed within 30 days from the date of incurring the expense (invoice date) and all original receipts should be available for submission.

**Recovery:** In case an employee voluntarily decides to leave TI within one year (12 months) from the date of joining or in case of involuntary termination of employment for whatever reason, within one year (12 months) from the date of joining, the following will be recovered in full:

- Joining Bonus (if joining bonus is paid in installments then 12 months is from the date of receipt from each installment).
- Notice Pay Reimbursement.
- Relocation Bonus.

I accept the above offer of employment with your company and undertake to join TI India on\_\_\_\_\_

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Date of Reporting to Work: \_\_\_\_\_

\*Response

Accept the offer

\*

To e-sign this document, please provide your application password.

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