

## INDIA CO-OP PROGRAM STUDENT AGREEMENT



Date: 3-May-23

From,  
AMD India Private Limited  
102 & 103, Export Promotion Industrial Park  
Whitefield Bangalore,  
Karnataka- 560066

To  
Niharsinh Sodhaparmar  
Near School  
Champajini Muvadi  
Nadiad,  
Gujarat  
387330

### **Personal and Confidential**

Dear Niharsinh:

At **AMD India Private Limited**, Registered Office Address: 102 & 103, Export Promotion Industrial Park Whitefield Bangalore, Bengaluru rural, Karnataka- 560066 ("AMD/Company"), we believe that a great company is made up of great people. In that spirit, we are pleased to extend to you this offer to join our innovative company ("Internship/Co-Op Program/Program"). The details of this offer are outlined below (unless otherwise specified, all monetary amounts are in Indian local currency).

#### **1. The Position**

Your AMD job title will be that of Co-Op/ Intern (900) reporting to Sabari Nathan. Your Date of Joining is 05-June-23.

#### **2. Eligibility Requirements:**

- Be in good standing at their school or university.
- Satisfy export control licensing requirements as detailed out by AMD from time to time, if any. Given time limitations, for certain positions, AMD does not sponsor Co-ops requiring Export Licenses.
- Generally, Co-ops must be able to work full-time during the entire period of the defined work duration.

- Co-ops must make good progress toward the completion of his or her degree between work duration. "Good progress" is defined as carrying a minimum of thirty-two (32) hours per long semester / quarter / term and a minimum of two (2) semesters / quarters / terms.
- Students terminating their formal education/discontinue their education are not eligible to participate in the Co-op Program at AMD.
- If a student accepts an employment position with another employer while on a Program at AMD, the student's employment with AMD will terminate.
- Students must familiarize themselves with AMD policies. Failure to adhere to AMD policies while on the Program as a Co-op may result in termination.

### **3. Duties and Responsibilities**

During your Internship Program and subject to such changes as AMD may implement or direct from time to time, your duties shall include, but shall not in any way be restricted to those listed in the posting for this coop/internship. You accept that AMD may at its discretion require you to perform other duties or tasks not within the scope of your normal duties hereof and you shall perform those duties or undertake those tasks as if they were specifically required under this offer letter.

### **4. Compensation and Leaves**

**Allowance:** Your monthly stipend will be as determined by AMD. The allowance will be subject to regular review and any increases will be within AMD's sole discretion.

AMD reimburses Co-ops for program fees charged by their respective school or universities, to a maximum of INR 50,000.00 per semester (to be paid/reimbursed at the end of a semester), subject to complying with AMD requirement of 'six-month duration of internship completion', provided the following conditions:

- a) Students must submit all receipts, college declaration letter to HR Ops, along with a reimbursement form to be submitted to AskHR for processing in the upcoming payroll. Students shall submit all the requisite documents to HR Ops one month (30 days) before the semester completion date.

Students receiving full or partial grants or scholarships for their education are not eligible for full reimbursement. For example, if Co-op fees total INR 50,000.00 for one semester and the scholarship is funding INR 40,000.00, the student will only be reimbursed INR 10,000.00. This amount will be paid/reimbursed to the student at the end of a semester.

- b) If a student terminates his/her employment or their employment is terminated for any reason prior to completion of his/her specified Internship Program duration, the Student agrees to reimburse AMD for all or a prorated amount (depending on the length of time of service) of the financial assistance received. Student authorizes AMD

to deduct such amounts, if applicable, to the maximum extent permitted by law from his/her final paycheck.

- c) If the deduction from the Student's final paycheck is not sufficient to cover the full balance, the Student agrees to pay AMD the outstanding balance by Demand Drafts / Pay orders prior to the effective date of the termination of his/her employment.
- d) During the Internship Program, every student is eligible for 12 (twelve) annual leaves, to be pro-rated per the duration of the Internship Program. This is in addition to the public holidays from AMD as per AMD policy.

**5. Background Check and Export License Requirement**

This internship is contingent upon you successfully passing a background investigation. As lawfully permitted, this background investigation includes an investigation of criminal records, previous employment history and references, and educational background, as applicable.

If applicable, this offer of internship is also contingent on AMD successfully obtaining an export license for you in accordance with government regulations. Please do not resign from your employment until export control processes have been successfully completed.

**6. Privacy Consent**

By accepting this offer you agree that AMD, or related parties such as its affiliates or service providers, may collect, use, transfer, store, access or disclose your personal information for the purpose of managing the internship relations in accordance with applicable law and privacy policies in place, and as amended, from time to time. You understand that your personal information may also be collected, used, transferred, stored, accessed and disclosed outside of your work location for internship purposes to the extent permitted by applicable law.

**7. Obtaining and Maintaining Employment Authorization**

If applicable, this offer is contingent upon you obtaining a work permit or visa from the relevant government authorities, authorizing your employment in the country and location where this position will be located, within a reasonable amount of time. Your internship is conditional upon you being able to lawfully work and travel outside the country of your work location as reasonably required.

**8. AMD Agreement and Acknowledgements**

This offer is contingent upon your signing and returning this offer letter, the AMD Agreement and completing all orientation requirements. You agree to observe and abide by AMD's policies and rules including AMD's Worldwide Standards of Business Conduct, as

amended from time to time by AMD, as well as any other policies and rules issued in the future by AMD.

By signing this letter, you acknowledge that you are not aware of any legal or contractual reason you cannot accept this internship with or perform work for AMD. You acknowledge that the terms in this letter accurately and completely describe your internship with AMD, /and supersede any other oral or written agreements or promises made to you. You also acknowledge that all information contained in this offer and related offer documents, is strictly confidential where permitted by law.

**9. Travel:** You might be subjected to travel in the course of your work to various domestic or overseas locations/destinations. Your acceptance of this offer will indicate your willingness to travel as and when required by AMD, if necessary.

**10. Notice of Termination:** Either you or the company may terminate the internship before the regular expiration date by providing the other party with 30 (thirty) days' notice.

As an exception to the above, your internship may be terminated by AMD immediately without notice and without payment of any benefits in lieu of notice (but without prejudice to the rights and remedies of AMD for any breach of this Agreement) in any of the following cases:

- If you are not in compliance with the Eligibility Criteria.
- if you are guilty of dishonesty or serious misconduct, breach of confidentiality in all cases whether or not in connection with or referable to your internship; or
- if you do any act or thing which may bring serious discredit on AMD, Advanced Micro Devices, Inc. or any of its subsidiaries or related companies;
- if you neglect or refuse, without reasonable cause, to attend to the business of AMD which falls within the scope of your duties and responsibilities; or
- if you flagrantly or persistently fail to observe and perform any of the duties and responsibilities imposed on you by this Agreement or which are imposed on you by law; or
- if you become unable (owing to illness, accident or otherwise) to properly perform your duties hereunder for a period or periods totaling 15 days during the term of your internship; or
- if you are convicted of a criminal offence which results in the imposition of a term of imprisonment (other than a motoring offence);
- if you conduct yourself in a manner prejudicial to the interest or reputation of AMD or any of its related companies.

All matters not set forth herein shall be subject to the work rules of AMD for your location, and the supplementary rules which provide the working conditions of AMD, service disciplines and other matters relating to work. The Labour standards law and other laws and regulations applicable to your work location shall apply to any matters not provided for in this offer letter,

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the work rules and the supplementary rules.

This offer is solely for the benefit of AMD and you, and there are no third party beneficiaries to this offer, nor may it be enforced by any third parties.

Should any provision of this offer letter be declared or determined by any court to be illegal, invalid or unenforceable, the remainder of this offer shall nonetheless remain binding and enforceable and the illegal, invalid or unenforceable provision(s) shall be modified only so much as necessary to comply with applicable law.

If the terms of this offer are acceptable to you, please sign your name below. This offer will remain open for 7 days. If you have any questions, please feel free to contact me.

We look forward to having you as a part of the team.

Sincerely,

A handwritten signature in black ink, appearing to read "Stanly Jone D", written over a horizontal line.

Stanly Jone D Sr. Manager, Talent Acquisition India

Welcome to AMD, !! We look forward to having you as a part of the team.

I am pleased to accept AMD's offer of employment as outlined above and in the enclosed attachment(s):

Name: Niharsinh Sodhaparmar

Signature \_\_\_\_\_

Date \_\_\_\_\_

Start Date\*: 05-June-23

\*If a start date has been agreed upon, please indicate that date above. If a date has not yet been determined, please get in touch with your recruiter. Please note that all new AMD coops/interns start on a Monday.