

May 3, 2023

Niharsinh Sodhaparmar Near School Champajini Muvadi Nadiad, Gujarat 387330

## Personal and Confidential

### Dear Niharsinh:

At AMD India Private Limited("AMD") we believe that a great company is made up of great people. In that spirit, we are pleased to extend to you this offer of employment to join our innovative company. The details of this offer are outlined below (unless otherwise specified, all monetary amounts are in India's local currency):

#### The Position

Your AMD job title will be that of Co-Op/ Intern (900) reporting to Sabari Nathan.

### Stipend / Tenure

You will be entitled to a stipend of ₹40,000.00/Monthly (Inclusive all) and the tenure of Internship would be 12 months from your date of joining.

Your Date of Joining is June 5, 2023. Within AMD's full and sole discretion, AMD may consider you for full-time employment at the end of your internship, based on considerations, including, but not limited, to your job performance, fit, and availability of a suitable role.

# **Duties and Hours of Work**

Your responsibilities and duties would be intimated to you upon commencement of your employment. The Company is however permitted to assign you additional tasks, to modify or remove your assigned duties, without additional compensation to you.

The working hours shall be in accordance with the standard working hours applicable to your department or section. You also agree that AMD may transfer your workplace and work assignment, as necessary for the business needs, subject to applicable law.

### **Holidays and Leave**

You are not entitled to any leaves other than sick/casual leave (12 days annually) during the Co-Op program.

#### **Termination**

Your employment with the Company may be terminated by either you or the Company by providing thirty (30) days prior written notice, or by payment of salary in lieu of notice. The Company reserves the right to terminate your employment summarily without notice or payment in lieu of notice, if it has reasonable grounds to believe that you are guilty of misconduct, or negligence, or have committed any breach of this agreement.

# **Background Check and Export License Requirement**

This offer is contingent upon you successfully passing a background investigation in accordance with applicable laws. As lawfully permitted, this background investigation includes an investigation of previous education and previous employment history. The results of this investigation may result in employment being ended in any probationary period in accordance with applicable law.

If applicable, this offer of employment 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.

### **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 employment 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 employment purposes.

Please read the <u>AMD Global Notice for Applicants</u> and the <u>AMD Privacy Policy</u> to understand why and how AMD processes your personal information.

### **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 employment is conditional upon you being able to lawfully work in the work location and travel outside the country of your work location as reasonably required.

### **Company Policies**

During your employment, you shall adhere to the policies and procedures as laid down by the Company, including AMD's Worldwide Standards of Business Conduct, as amended from time to time by AMD. Any breach committed during the tenure of your employment, shall be governed by the policies of the Company, as amended from time to time read with applicable laws, which could attract disciplinary action and may lead to the termination of your employment.

You are required to review the policies and procedures of the Company available on the Intranet portal and in the HR Manual. You are bound by all the policies of the Company as laid down from time to time.

#### **Exclusive Services**

You shall at all times during your employment, devote your entire attention, working time,

best efforts and skills towards the business of the Company. You shall not, directly or indirectly, engage in any other business activity, whether or not for profit, gain or other pecuniary advantages, without the express written permission of the Company. You shall not, without prior written permission of the Company, directly, or indirectly, in any way engage in, represent, be connected with or have any financial interest in, any business, which is or may be engaged in a similar business as that of the Company or which could compete with the Company or any of its affiliates.

# **Return of Company Property**

Upon termination of your employment, for any reason whatsoever, you shall immediately return to the Company all its property that has been entrusted to you for performing your work, including but not limited to confidential or proprietary information and all copies thereof, that is / are in your possession, custody or control.

### Choice of Law

This Agreement is to be governed and construed by the laws of India.

# **AMD Agreement and Acknowledgements**

This offer is contingent upon your signing and returning this offer letter, the AMD Agreement and completing all new employee orientation requirements. By signing this letter, you acknowledge that you are not aware of any legal or contractual reason you cannot accept employment with or perform work for AMD. You acknowledge that the terms in this letter accurately and completely describe your employment 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. If the terms of this offer are acceptable to you, please sign your name below.

This offer will remain open until for 7 days from your receipt of this letter. If you have any questions, please feel free to contact me.

Soulh

Stanly Jone D Sr. Manager, Talent Acquisition India

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