

July 12, 2021

**Mr. Somaraju Shashank**  
**A-2506, Adithya DSR Lakeside Apartments,**  
**Indranagar, Gachibowli,**  
**Hyderabad – 500 032**

### **APPOINTMENT LETTER**

**Dear Somaraju,**

Further to our discussions and your acceptance of our Offer Letter dated January 07, 2021, Lam Research (India) Private Limited ("**Company**") is pleased to appoint you as "**Software Engineer, Sr. I**" at the Bangalore office of the Company from July 12, 2021 on the following terms and conditions:

- 1) You will be paid salary as detailed in the annexure A to this letter.
- 2) Initially, you will be on probation for a period of six months from the date of your reporting to duty and will continue to be on probation till confirmed in writing.
- 3) During the period of probation, or during the extended period of probation, the Company shall have absolute right to terminate your services by giving one month's advance notice to you. So also, during the period of probation, or during the extended period of probation, it shall be open to you to terminate the contract by giving one month's advance notice to the Company.
- 4) In the event of the Company deciding to terminate your services at any time after confirmation, the Company shall give you one month's notice of termination or one month's salary in lieu of such notice, at the Company's discretion. So also, if you desire to leave the services of the company after confirmation, you shall give one month's advance notice of your intention to leave the services of the Company. The Company will not permit adjusting any accumulated leave towards notice period. However, it shall be open to the Company to waive the notice period unilaterally and such waiver of the notice period shall not be construed as termination by the Company.
- 5) You will be governed by the Company's Service Rules Regulations, leave rules, leave travel rules, etc., as applicable from time to time. You may be required to work in different shifts depending on the Company's requirements from time to time.



- 6) You acknowledge that in the course of the employment you will have access to Confidential Information (defined hereinafter). You agree that you shall not use the Confidential Information for any purpose except as expressly authorised by this Agreement. You shall not disclose Confidential Information to any third party, and shall protect and treat all Confidential Information with the same degree of care you use to protect your own confidential information of like importance, but in no event with less than reasonable care. You therefore agree to the restrictions in this Clause (6). You shall not during the employment (except in the proper performance of his duties) or at any time after the termination of this Agreement:
- divulge or communicate to any person, company, business entity or other organisation the Confidential Information;
  - use the Confidential Information for your own purposes or for any purposes other than those permitted under this Agreement; or
  - through any failure to exercise due care and diligence, cause any unauthorised disclosure of Confidential Information.

The restrictions contained in this Clause (6) shall cease to apply to any information which shall become available to the public generally otherwise than through any breach of this Clause (6) by you. You acknowledge that a breach of your obligations under this Clause (6) shall cause irreparable harm to the Company and the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the Company may have under law or contract.

For the purposes of this Agreement, "**Confidential Information**" shall mean any oral or written information (in whatever media or form, whether tangible or otherwise) disclosed to you that is marked or designated as confidential, or any other information of such nature as may be reasonably construed to be confidential, and includes trade secrets, technical information, past, present and future business strategies, customer information, know-how, inventions, discoveries, and improvements, financial information and projections, security arrangements, personnel information, domain names, administrative and/or organizational matters, marketing information or otherwise, whether or not specifically identified as confidential or proprietary and includes any other information which, by its nature or circumstance surrounding its disclosure, may be reasonably construed to be confidential or proprietary.

- 7) You hereby confirm and acknowledge that all intellectual property rights, including know-how, trademark, patents, copyright and design rights, of whatsoever nature, whether registered or un-registered, whether registerable or un-registerable, whether accruing as a result of applicable laws or fact, made or created by you, whether alone or with other employees of the Company, during or in the course of your employment with the Company ("**Intellectual**





**Property Rights**”), shall belong to the Company absolutely, and you shall have no rights in respect of such Intellectual Property Rights and shall make no claims in respect thereto. To the extent that any Intellectual Property Rights do not belong to the Company, you hereby irrevocably and without any territorial limits assign to the Company, in writing, all such Intellectual Property Rights for perpetuity. You hereby confirm and agree that you will execute all such documents and take all such actions as may be required by the Company for the purposes of giving effect to the assignment contemplated above, if required, by the Company, at no additional cost to the Company. You shall not, at any time, do or cause to be done, any act or thing, directly or indirectly in any way impairing the Company’s right, title or interest in the Intellectual Property Rights.

You hereby irrevocably and unconditionally waive any and all moral rights or any rights of similar nature under any applicable laws in any jurisdiction in and to any and all intellectual property created by you in relation to the services rendered by you to the Company.

You agree and acknowledges that the compensation paid to you by the Company includes consideration for assignment of all intellectual property developed by him in accordance with this Clause (7).

- 8) You hereby represent and warrant that you will not use or integrate any third-party materials or data into the Company’s products and services unless previously authorized by your [supervisor/manager]. You represent and warrant that you have not violated the intellectual property rights of any third party, and covenant that you shall not violate the intellectual property rights of any third party in the course of your employment with Company.
- 9) You shall not, during the course of your employment, directly or indirectly, for yourself or in the services of or on behalf of others:
  - a. solicit, serve for, divert, or appropriate any business opportunities or business to a competing business
  - b. attempt to or agree to provide or accept an offer to provide services of the type and nature that you will be engaged while being employed in the Company.
- 10) During your employment or for a period of twelve (12) months following resignation or termination of employment for any reason, you shall not directly or indirectly solicit, hire, offer employment to or in any manner encourage employees of the Company to leave their employment, and you shall not solicit in any manner customers to whom you have provided services to while employed by Company for a similar business.



- 11) You shall co-operate with the Company both during and after the employment hereunder in the prosecution or defence of any claims, litigation or any other proceedings involving property of the Company, confidential information or trade secrets of the Company.
- 12) The Company may modify or cancel your benefits, change policy or plan documents, your manner or structure of remuneration, your job title and/or reporting structure, working conditions (including hours of work, shifts or work location within a reasonable geographic proximity) and duties and responsibilities from time to time by providing you at least [21 days'] notice. You agree that any such changes shall not constitute constructive dismissal or trigger any entitlement to notice of termination or pay in lieu of notice whatsoever (whether pursuant to this appointment letter, applicable legislation or otherwise).
- 13) This appointment letter is made on the premise that the information provided by you to the Company is true and accurate. If at any time it is found that any of the information given by you is false or incorrect, the Company shall have the right to terminate your service with immediate effect.
- 14) You will be retired from the services of the Company on your reaching 60 years of age.
- 15) Any notices to be sent to you by the Company will be sent to the following residential address as provided by you:

**Mr. Somaraju Shashank**  
**A-2506, Adithya DSR Lakeside Apartments,**  
**Indranagar, Gachibowli,**  
**Hyderabad – 500 032**

Should there be a change in the above-mentioned address, you are required to intimate the Company of your new address immediately.

- 16) In addition to Clause 13 above, your appointment is also contingent upon satisfactory reference and background checks including verification of your application materials, education and employment history. You consent to the Company or its agents collecting, using, disclosing and retaining your personal information, including health information, for the purposes of managing and administering the employment relationship. This includes information related to the creation, administration and termination of employment, and may include the transmission of personal information in or outside India and/or exchange of personal information with third parties for certain purposes, such as for benefit, pension, discount, reward programs, and payroll related matters.





- 17) You agree and acknowledge that to ensure that the business of the Company runs without any interruption, it is important for all employees to be physically and mentally fit to be able to carry out their duties. You agree that towards ensuring such smooth functioning of the Company, the Company may require you to undergo medical tests to determine your physical and mental fitness and you agree to undertake such tests. In the event of your being found physically or mentally unfit for the work for which you are employed, the Company shall have the right to terminate your service based on the said report. Such termination will be in accordance with the procedures contained in the Company's work performance and work rules.

Yours sincerely,  
For Lam Research (India) Private Limited



**Krishnan Shrinivasan**  
**VP, Managing Director**

#### **ACCEPTANCE OF EMPLOYEE**

I have read and understood the above terms and conditions governing my services/employment with the Company and the same are acceptable to me in totality including Annexures and I hereby confirm my agreement to the terms and conditions of this Appointment Letter.

**START DATE: July 12, 2021**

Place : Bangalore  
Date :

Signature :  
Name : **Somaraju Shashank**

### Annexure A

**Registered Office :**  
**Lam Research (India) Private Limited.**  
 "Maruthi Infotech Center", 2nd Floor,  
 'A' Block, 11/1 & 12/1, Amarjyothi Layout,  
 Intermediate Ring Road,  
 Bangalore-560 071.  
 Ph : 91-80-41500126 / 46420300  
 www.lamresearch.com  
 CIN : U72200KA2000PTC027514

**Mr. Somaraju Shashank**  
**Employee Number: 101488**  
**Title: Software Engineer, Sr. I**  
**Hire Date: July 12, 2021**

COMPONENTS	AMOUNT
Basic Salary	Rs. 48,750
Flexible Benefit Plan (FBP)**	Rs. 53,750
Employer's Contribution to Provident Fund	Rs. 5,850
<b>TOTAL /MONTH</b>	<b>Rs. 1,08,333</b>
Annual Salary	Rs. 12,99,996
Gratuity	Rs. 28,125
<b>TOTAL /ANNUM</b>	<b>Rs. 13,28,121</b>

#### **Additional Benefits:**

- Flexible Benefit Plan (FBP)\*\*: The FBP allows employees to choose a benefit basket that suits their needs. FBP covers Conveyance Allowance, House Rent Allowance, Leave Travel Allowance, Medical Expenses Reimbursement, Telephone & Broadband Reimbursement, Car Expenses Reimbursement (Petrol, Vehicle Repair & Maintenance), Meal Vouchers and National Pension Scheme. You can avail of tax exemptions as per prevailing Income tax laws by producing the actual bills or other requirements as per the company's Policy for claiming such benefits.
- You are eligible to participate in Lam's Annual Incentive Plan with a target award opportunity of 10% of your eligible salary. Lam's bonus program is designed to reward company and individual performance results and is subject to final approval by the CEO. Lam Research reserves the right to amend or terminate our bonus programs at any time and for any reason or to reduce or modify payments at any time at its sole discretion. Eligibility for payment is outlined in our Annual Incentive Plan document.
- You will also be paid a onetime sign on bonus of Rs. 2,16,666/- (Two Lakh Sixteen Thousand Six Hundred and Sixty Six only less applicable taxes) together with your first salary subject to the conditions mentioned hereunder. However; you shall return/refund the full amount of the sign on bonus in case you voluntarily terminate your employment within the first 12 months of employment. By accepting this offer and signing below, you consent to repay bonus should you be obligated to repay the bonus as described above.
- You will be eligible to receive a sum of INR 35,000 of relocation assistance from Hometown to Bangalore on actuals. In consideration of the Company bearing such expenses, you agree that you will repay to the Company all relocation expenses paid, if you voluntarily terminate your employment within the first twelve (12) months of employment.  
 It is clarified that relocation cost will be limited to the following types of expenses:
  - One-way travel cost and related taxi fare for self and dependent family members.
  - Household goods movement cost
  - Brokerage fee
- We would also like to offer you the opportunity to share in the ownership of company by recommending to the administrator that you be awarded Restricted Stock Units (RSUs) of Lam having a nominal US dollar value approximately equivalent to 13000 USD.

The number of units granted will be calculated by dividing the award nominal value specified above by the average closing stock price for the 30 trading days prior to the grant date, then rounding down to the nearest whole unit.

This award will be subject to approval by the administrator and compliance with the applicable Stock Incentive Plan and all applicable laws and regulations. The new hire awards vest one-third on the first, second and third anniversaries of the grant date, subject to necessary withholding for applicable taxes. The terms and conditions of the RSU award will be set forth in the award agreement, which you will receive as soon as practicable following the grant date.

Vesting of all RSU awards is subject to your continued employment through each vesting date and to other terms and conditions contained in the award agreement and the applicable Stock Incentive Plan. RSU awards are discretionary each year and the recommended award does not entitle you to ongoing or future awards. Lam Research Corporation reserves the right in its sole discretion at any time to amend or terminate any awards or programs in accordance with the applicable Stock Incentive Plan.

- Hospitalization Insurance, Group Personal Accident Insurance and Group Term Life Insurance as per policy.

**For Lam Research (India) Private Limited**



**Krishnan Shrinivasan**  
**VP, Managing Director**



FORM-Q  
[See Rule 24 (9-A)]

APPOINTMENT ORDER

01	Name and address of the Establishment.	M/s Lam Research (India) Private Ltd "Maruthi Infotech Center" II Floor, A Block, 11/1 & 12/1, Amarjyothi Layout, Intermediate Ring Road, Bangalore 560071
02	Name and address of the Employer.	Mr. Krishnan Shrinivasan
03	Name of the Employee.	Mr. Somaraju Shashank
04	His or Her Postal address.	A-2506, Adithya DSR Lakeside Apartments, Indranagar, Gachibowli, Hyderabad – 500 032.
05	His or Her Permanent Address.	A-2506, Adithya DSR Lakeside Apartments, Indranagar, Gachibowli, Hyderabad – 500 032.
06	Father's / Husband's name.	S V S S H S P krishna
7	Date of Birth.	May 11, 1999
08	Date of his /her entry into employment.	July 12,2021
09	Designation.	Software Engineer, Sr. I
10	Nature of work entrusted to him.	Designs, develops, troubleshoots and debugs software programs for enhancements and new products. Develops software and tools in support of design, infrastructure and technology platforms, including operating systems, compilers, routers, networks, utilities.
11	His/Her serial number in the register of employment.	101488
12	Rate of Wages payable to him/her.	(i) Basic: 48,750 (ii) VDA: NA (iii) Other allowances, if any: 59,583 Total: 1,08,333 Gratuity – As per Gratuity act

Place: Bangalore

Date: \_\_\_\_\_



SIGANATURE OF EMPLOYER  
SEAL OF THE ESTABLISHMENT

Acknowledgement by Employee