

Date: 4th June 2018

**To,
Nitesh Singh,
Bangalore.**

Dear Nitesh,

Offer Letter ("Letter")

It is our pleasure to offer you the position of **Senior Software Engineer** with Marvell India Pvt. Ltd. ("the **Company**"), at a salary of **INR 1,700,000/-** per year. Your supervisor will be Ariel Cohen. Please refer the Annexures for Compensation details and other terms of employment. Please note that you will be subject to income tax as per the applicable income tax regulations in India.

Date of Commencement

You will begin your employment with the Company on August 01, 2018 ("**Commencement Date**"). If you are unable to join the Company on the Commencement Date, the Company will have the option of rescinding this Offer.

Location

While your primary work location will be at the Company's office in **Bangalore**, you may be transferred to any of the Company's other offices, client locations, third parties or branch offices, on deputation, secondment or transfer.

Timings

Your applicable timings of work would be as decided and notified to you by the Company, and by accepting this Letter you would be deemed to have given your consent to work in the aforesaid shift.

Probation & Notice

You will be on probation for a period of **6 (six) months** from the date of joining the Company, and will be confirmed in the Company's services if you perform satisfactorily during the probation period, as determined by the Company, at its sole discretion. Should you wish to leave the services of the Company during the probation period or after confirmation, you will have to provide a 2 (two) month notice or salary in lieu of notice. During the probation period, the Company has the right to terminate you by providing one month written notice or payment in lieu thereof. After completion of your probation period, the Company can terminate you from the services by giving you two months' notice or salary in lieu of notice.

The notice period will mean 'working notice' i.e. leave enjoyed during the notice period will not be counted as part of notice and the notice period will be extended. The aim of this clause is to minimize unnecessary disruption of business. The Company reserves the right to terminate your employment on grounds of breach of policy, or misconduct, at any time, without notice.

REGD. OFF:

RMZ ECOWORLD, 3RD FLOOR, EAST WING
BUILDING 8A, MARATHAHALLI-SARJAPUR ORR
BANGALORE - 560103, INDIA

PHONE 91-80-4664.6000 FAX 91-80-4664.6001

1ST FLOOR, MUTTHA TOWERS

DON BOSCO MARG, PUNE 411006, INDIA

PHONE 91-20-4013.0000

FAX 91-20-4013.0100

You will receive a sign-on bonus in the amount of **INR 150,000/-** which will be paid after thirty (30) days of your start date of hire. If, within twenty-four (24) months of your date of hire, you voluntarily terminate your employment with the Company or the Company terminates your employment for breach of Company policy or for performance related reasons, you will be required to repay the Company the amount of the sign-on bonus on a pro-rated basis. Any partial month remaining will be counted as one (1) full month for purposes of this calculation.

You will be recommended for a restricted stock unit award of common shares of Marvell (the "Award") equal to **US\$13,000** divided by the closing price of Marvell common stock on the date the grant is approved by Marvell's executive compensation committee (or a subcommittee thereof), subject to applicable securities law restrictions. The vesting start date shall be the effective date of the Award granted by the Company's executive compensation committee (or a subcommittee thereof), which generally meets on the 15th of the month following the month in which you begin employment with the Company. The Award shall vest over a four (4) year period with 1/4th vesting on the first anniversary of the vesting start date and a further 1/16th vesting per quarter thereafter over the next succeeding three (3) years. In addition, the foregoing Award is subject to applicable local laws and regulations and will be subject to your return to us of completed, signed award agreement (or acceptance of such award in accordance with the Company policies related to such awards).

You will be eligible to participate in the Company's Performance Rewards Program (PRP) with a target bonus of **10%** of your current base salary. The amount of your actual PRP annual bonus payment will be determined by the Company at its sole discretion based on a combination of company, business unit/group, and individual performance, and will be pro-rated according to your date of hire, pursuant to the PRP policy. You must be an active Company employee at the time of the annual bonus payout to be eligible for payment. It is clarified that the Company retains the right to modify, amend or terminate its plans and policies, including the PRP, from time to time, at its sole discretion. Any such modification or amendment will be communicated to you. It is also clarified that any payment of bonus or other compensation in one financial year, under any of the Company's plans and/or policies does not create a right to claim such compensation or bonus from the Company in the future.

Statutory Payments

The Company will make Gratuity and Provident Fund (PF) contributions and deductions as per applicable law.

Personal Information

The Company has, and will collect and process certain personal information in relation to your employment with the Company. You hereby understand, agree and consent to the collection, use, storage and processing of your personal information, including Sensitive Information, for the purpose of administering your employment with the Company. You also agree and consent to the transfer of your personal information and Sensitive Information to the Company's affiliates, parents, and third party service providers, for the purpose of administration of your employment, including but not limited to employment related benefits and records, as well as background verification.

For the purposes of this Letter, the term 'Sensitive Information' shall mean and include such personal information that relates to the employee's password, physical, physiological and mental health condition, sexual orientation, medical records, financial information and biometric information. You hereby consent to the processing of your Personal Data in the manner described above, whether by the Company or any service provider on behalf of the Company.

Your employment with the Company will require you to be bound by all rules, regulations, policies and guidelines issued by the Company from time to time, in relation to, but not limited to personal and professional conduct, non-disclosure of confidential information and discipline.

Please sign the duplicate copy of this Letter as a token of your acceptance and submit the same within 5 days of receiving this Letter. You are also required to sign an agreement regarding confidential information and proprietary developments and return the same with your acceptance.

We are looking forward to your joining the Company, and are sure that you will have a rewarding career.

For Marvell India Pvt. Ltd.

Offer Received date:

Expected Date of Joining:



Ashish Bhangay
Country Head - Human Resources

Accepted by: _____

ANNEXURE I

The following outlines the Compensation and Benefits which you will receive in your position.

CANDIDATE NAME	Nitesh Singh
BASIC	INR 850,000/-
FBP * Components of FBP maybe HRA, LTA, and Medical.	INR 850,000/-
SIGN ON BONUS	INR 150,000/-
EMPLOYER'S CONTRIBUTION to PF	INR 102,000/-
GRATUITY	As per Gratuity Act.
TOTAL	INR 1,952,000/-



Ashish Bhangay
Country Head - Human Resources

ANNEXURE II

Additional Benefits:

The company will also provide you with the following benefits as per the Current Company Policy. Please note that Company policy with respect to benefits and eligibility are subject to change in accordance with local laws and/or management discretion.

Insurance

- Medical Hospitalization cover for self, spouse, two children and parents.
- Personal Accident Insurance cover
- Life Insurance cover

Leave Benefits

- Annual / Privileged Leave, and Casual / Sick leave, to be taken by agreement with the Company, and as per the applicable Company Leave Policy.
- Apart from above, you will also be entitled for Maternity/Paternity Leave, Study leave, Marriage Leave, Bereavement Leave and Compensatory time off, as per the applicable Company Leave Policy.



Ashish Bhangay
Country Head - Human Resources

ANNEXURE III

DOCUMENTS REQUIRED AT THE TIME OF JOINING

- ☒ Academic & Professional Certificates in Original to be presented to the Company. The Company may retain one set of photocopies for the records and return the Original certificates;
- ☒ If member of Provident Fund Scheme, the membership number;
- ☒ Clear Passport Copy;
- ☒ Clear PAN Card Copy;
- ☒ Two recent passport size photographs with white background

(Please note that you are expected to carry copies of all the above mentioned documents at the time of joining)

This letter is issued to verify the information and documents provided by the Employee. In the event the information provided is proved to be false/untrue, the Company reserves the right to immediately terminate the services of the Employee.



Ashish Bhangay
Country Head - Human Resources