



6/25/2019

Durgaprasad Vallamkonda  
28/29 Amarjyothi Lyt, Thanisandra Main Road,  
D R SRK Nagar Post, Bangalore North, DR Shivarama Karanth Nagar  
Bengaluru, Karnataka 560077

Dear Durgaprasad Vallamkonda:

We are pleased to offer you employment with Micron Technology Operations India LLP (**Micron**) on the terms set out in this offer letter and the accompanying Standard Terms and Conditions of Employment (**Standard Terms**) and Confidentiality and Intellectual Property Agreement.

**1. Commencement**

Subject to the conditions set out in **section 9** of this offer letter, your employment with Micron will commence on 9/30/2019.

**2. Position**

Micron will employ you on a full-time basis in the position of IT Software Engineer MFG Application Modernization, or such other position determined by Micron from time to time.

You will be based at the current Micron premises within a Special Economic Zone (SEZ) in Hyderabad, specifically at The Skyview 20, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> Floor, Sy. No. 83/1, Plot Nos. 22, 23, 24, 30/A, 31, 32 and 33, Raidurg (Panmaqtha) Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad 500081, Telangana, India but you agree to work at other locations if required to do so by Micron from time to time.

You will report to the Manager, IT MFG Application Modernization and will work under the direction of the person in that position, or such other position determined by Micron.

Micron may change these requirements from time to time at its discretion.

Please note that you have no authority to bind Micron in contract, except to the extent you are expressly authorised in writing to do so.

**3. Term**

Your employment is intended to be for an indefinite term, subject to:

- (a) Your successful completion of a probationary period of six months (see **clause 2** of the Standard Terms), which period may be extended by Micron in its sole discretion for up to a further six months (such extended period(s) forms part of your probationary period);
- (b) If relevant, maintenance of the required visas and permits from the relevant government authorities to enable you to live and work with Micron in India; and
- (c) termination in accordance with **clause 6** of the Standard Terms and the requirements of applicable law if it continues beyond the probationary period.

The required period of notice for **clauses 6.1 and 6.1(b)** of the Standard Terms (which deal with the notice of termination to be given by the parties) is two months, or the period required by any applicable statute, whichever is greater.

Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

V Durgaprasad  
06/27/2019

#### 4. Hours

You must work full time during Micron's business hours as determined by Micron from time to time. However, you will need to be flexible about when you work and you will be required to work such additional hours as are necessary to perform your duties and responsibilities. You will not receive any additional payment for such work, because the possibility of such requirement is already reflected in your salary.

#### 5. Remuneration

##### *Fixed Salary*

Micron will pay you a fixed salary (**Fixed Salary**) at the rate of INR1435800 per year. Your Fixed Salary will accrue pro-rata each day and will be paid monthly. Micron may, at its discretion, divide your Fixed Salary into separate pay components. At the time of this offer, your Fixed Salary is divided into the following pay components:

- (a) basic salary (**Basic Salary**) at a rate equal to INR717900 per year; and
- (b) allowances equal to, annually:
  - (i) House rent allowance INR287160
  - (ii) Car allowance INR430740

Your Fixed Salary includes payment for all hours you work (whether part of ordinary working hours or not) and public holidays (whether you work on those days or not), to the extent permissible by law.

Micron may review the amount of your Fixed Salary from time to time in accordance with Micron policy/practice.

##### *Allowances*

Micron will pay you the following allowances:

- (a) Medical expense allowance INR15,000 per year  
(payable monthly on a pro-rata basis)
- (b) Leave travel allowance\* INR41,000 per year  
(\*The amount of the allowance will be pro-rated if not employed for the full tax year. Micron will pay you an amount equal to a pro-rata amount of the allowance monthly. In order for the payments to qualify as a leave travel allowance to avail tax exemptions under Indian law, you must submit, subject to and in accordance with Micron policy, eligible expenses for reimbursement against the amounts paid. Any amounts paid in excess of the amount of eligible expenses validly reimbursable to you as a leave travel allowance will be regarded as a cash bonus and will be subject to tax.)

##### *Discretionary Incentive Pay*

You will be entitled to participate in Micron's discretionary incentive pay plan as applicable to your position from time to time. The payment and amount of any incentive pay is subject to the rules of the plan at the time and payment is not guaranteed. Without limiting the above, Micron may rescind, change or replace the terms of the plan, your entitlements under them and the payments to be paid in respect of them at any time at its sole discretion.

For information purposes, your current full-year discretionary incentive pay target is 12% of your Fixed Salary.

##### *Employee Provident Fund*

Both you and Micron will contribute 12% of your Basic Salary, or such greater amount required by law, to the Employee Provident Fund (EPF) in accordance with the rules of the applicable plan and Micron policy.

A summary of your current target compensation is set out in Annexure A, for information purposes only.

V. Durga Prasad  
06/27/2019

You will be solely liable for your personal tax liabilities and Micron makes no assurances that your remuneration has been structured in the most tax efficient manner or that the tax treatment applicable to certain emoluments, allowances or benefits will continue for all of your employment. Without limiting Micron's discretion to revise the components of your Fixed Pay, the components of your remuneration may need to be revised from time to time in keeping with regulatory developments or otherwise, and Micron will not be liable for any additional tax liability which you may face due to such revisions.

#### **6. Leave**

You will be entitled to leave (including vacation leave and sick leave) subject to and in accordance with applicable law and Micron policy from time to time.

#### **7. Discretionary Benefits**

Micron may, at its discretion, from time to time provide you with other benefits. Micron may cease providing these benefits or change the basis on which it provides them at its discretion and you do not have an entitlement to continue to receive these benefits or to receive any other payment or benefit in lieu.

Unless you are advised otherwise in writing, any benefit or compensation apart from your Fixed Salary will be a discretionary benefit to which this clause applies.

Micron's current discretionary benefits include:

##### *Insurance*

Micron will make available to you and your eligible family members coverage under group insurance plans. Eligibility for coverage and the terms of coverage will be subject to the rules of the relevant policy/policies and any other requirements of the insurer as amended from time to time.

#### **8. Additional Contractual Terms**

The accompanying Standard Terms are incorporated into this offer letter and they, and the accompanying Confidentiality and Intellectual Property Agreement, form part of the terms of your employment.

You acknowledge also that Micron insists you not violate any confidentiality or other obligations that you owe to your former employers, and that you avoid creating any potential implication or appearance of wrongdoing. You must not take, use, or disclose any proprietary, confidential, or trade secret information (including hardcopy or electronic files, information, documents, or other materials) from any former employer in connection with your employment at Micron.

Micron also insists that you do not retain any potentially confidential materials from any former employer. To the extent you have not done so already, please take this opportunity to search your personal email, cloud, and devices to ensure that you do not download, take, or retain – even inadvertently – any non-public business files or documents from any prior employer. If you locate any such files, please return and/or delete them (as provided by your contracts with prior employers) as soon as possible, so that you do not possess any such files or documents on the day you begin work for Micron.

#### **9. Conditions on this Offer**

This offer of employment and your commencement of employment with Micron is conditional upon:

- (a) if necessary, you obtaining the required employment and/or visa approvals from the relevant government authorities to enable you to work with Micron in India;
- (b) your completion of all required applicant procedures, including but not limited to application materials and transcripts;
- (c) if required by Micron, certification by Micron's appointed medical practitioner that you have passed with satisfactory results a pre-employment medical check-up conducted by such medical practitioner, which will include a chest x-ray if deemed necessary, and are fit for employment; and

V Dugga Prasad  
06/27/2019

- (d) satisfactory completion of reference and/or background checks that may include verification of your educational, employment or salary history. Should you fail to produce to Micron the required documentation or if any information furnished by you proves to be false, misleading or inaccurate, any offer of employment by Micron may be withdrawn and, if already accepted, Micron may (notwithstanding any other clause in the Standard Terms) terminate your employment immediately without notice or any payment in lieu of notice.

Please note that all Micron sites must observe U.S. export control rules that control information that may be provided to persons from *Cuba, Iran, North Korea, Sudan, and Syria*. Micron understands that you are NOT a citizen of any of these countries (even at a secondary level, such as "dual" citizenship with a new country). *If you are a citizen of, or hold dual citizenship with any of these countries, you must inform HR immediately, to permit us to request an export control license for you if necessary.*

This offer is valid for seven (7) working days from the date stated above. To accept Micron's offer, please sign this offer letter, the attached Standard Terms and the Confidentiality and Intellectual Property Agreement and return them to Human Resources within this time-frame. If these documents are not signed and returned by you within this time-frame, this offer of employment will lapse automatically.

Yours sincerely

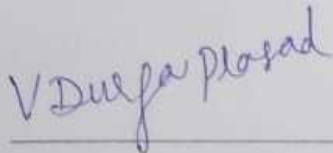


Wong Mun Keat  
HR Director, India

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To: Micron Technology Operations India LLP

I, Durgaprasad Vallamkonda, have read this offer letter, and the accompanying Standard Terms and Confidentiality and Intellectual Property Agreement, and agree to accept this offer of employment.



Signature

06/27/2019

Date (mm/dd/yyyy)



**ANNEXURE A - CURRENT ANNUAL TARGET COMPENSATION AND BENEFITS OUTLINE  
(FOR INFORMATION PURPOSES)**

*Compensation*

Basic Salary	INR717900
House Rent Allowance	INR287160
Car Allowance	INR430740
Medical Expense Allowance	INR15000
Leave Travel Allowance	INR41000
Discretionary Incentive Target	INR172296
Employer Provident Fund Contributions	INR86148
<b>TOTAL</b>	<b>INR1750244</b>

*Hyderabad Benefits\**

Public Holidays	10 days per calendar year
Vacation Leave	15 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1.25 days per month)
Sick Leave	12 days per calendar year
Casual Leave	12 days per calendar year, pro-rata in the first calendar year of service (pro-rated at a rate of 1 day per month)
Death-in-Family	3 days per occurrence, in the event of a death of an immediate family member
Maternity Leave (female team members)	26 weeks if fewer than 2 surviving children; 12 weeks if two or more surviving children
Paternity Leave (male team members)	5 days for the birth of each child
Marriage Leave	5 days per occurrence
Insurance	Medical Insurance (employee & eligible dependents), and Life and Personal Accident Insurance (employee only)

*\*All benefits other than those statutorily required are discretionary and are provided subject to the terms and conditions of Micron policy from time to time.*

*V. Durga Prasad  
06/27/2019*

## STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

These Standard Terms together with the accompanying offer letter and Confidentiality and Intellectual Property Agreement set out the terms and conditions on which Micron offers you employment.

### 1 Your Duties

#### 1.1 You must:

- (a) perform to the best of your abilities and knowledge the duties assigned to you by Micron from time to time, whether during or outside its business hours, at such places as Micron requires and for Micron or any of its Related Companies as required by Micron;
- (b) serve Micron faithfully and diligently to the best of your ability and comply with all lawful directions of Micron from time to time and use all reasonable efforts to promote the interests of Micron and act in Micron's best interests;
- (c) devote your time and attention during Micron's business hours exclusively to the discharge of your duties except as may be permitted in writing by Micron;
- (d) comply with all laws applicable to your position and the duties assigned to you and comply with all of Micron's rules, regulations, policies and procedures which Micron may vary and/or adopt from time to time. Micron may adopt, vary or rescind these rules, regulations, policies and procedures from time to time in its absolute discretion and without any limitation (implied or otherwise) on its ability to do so; and
- (e) report to the person or persons nominated by Micron from time to time.

#### 1.2 Without limiting your duties to Micron, during your employment you must not:

- (a) act in conflict with Micron's best interests; or
- (b) engage in any business or activity, whether in competition with Micron or not without the prior written approval of Micron.

#### 1.3 Micron may require you to provide evidence confirming to the satisfaction of Micron that you are not in breach of **clause 1.2(b)**.

#### 1.4 You acknowledge that the restrictions specified in **clause 1.2** are, in the circumstances, reasonable and necessary to protect Micron's legitimate interests.

#### 1.5 You agree that, without the need to terminate the employment relationship, Micron may: modify or remove your assigned duties; or transfer you to another position, department or place of work, without additional compensation

to you, in accordance with Micron's needs. Any such change will not be deemed to violate the terms of this Agreement or constitute any basis for constructive or involuntary termination of employment.

### 2 Probationary Employment

#### 2.1 This **clause 2** applies only if the accompanying offer letter states that your employment is subject to a probationary period.

#### 2.2 During this probationary period, you will have an opportunity to ascertain whether you are satisfied with the job and you must satisfy Micron that you have the qualities necessary for, and are capable of performing, those duties assigned to you at the level required by Micron.

#### 2.3 Your employment will be assessed by Micron during the probationary period. If your employment (conduct, performance, etc.) has been satisfactory to Micron and to you, your employment will be confirmed and will continue in accordance with the terms of this Agreement. If this is not the case your employment will either be extended on probation or cease at the end of the probationary period unless it is terminated earlier in accordance with **clause 2.4** below.

#### 2.4 During the probationary period, you or Micron may terminate your employment by giving 15 days' notice or by Micron paying you a sum equal to your Fixed Salary for 15 days in lieu of notice. If the probationary period is extended beyond six months, then the relevant notice period (and payment in lieu) will be one month.

### 3 Travel

You must make such journeys on the business of Micron and its Related Companies as may be reasonably required by Micron, using such transport as Micron determines.

### 4 Expenses

Micron will reimburse you for all work-related expenses:

- (a) properly incurred by you in execution of your responsibilities and duties (including, without limitation, travel, accommodation, entertainment and telephone expenses);
- (b) substantiated to the reasonable satisfaction of Micron, whether by production of receipts or otherwise;
- (c) which are approved by an authorized Micron representative; and
- (d) are otherwise incurred and claimed in accordance with applicable Micron policy.

V Durga Prasad  
06/27/2019

## 5 Leave

5.1 You are required to notify Micron immediately of every absence from work and its probable duration. Upon request by Micron, you must promptly provide Micron with reasons for the absence.

5.2 Micron may require you to be examined by a medical practitioner nominated by Micron, who will provide a report to Micron; the disclosure of which you hereby consent to, in respect of any illness or injury for which you take paid or unpaid sick leave.

## 6 Termination

6.1 Your employment may be terminated at any time:

- (a) by you giving to Micron the required period of notice in writing as set out in the accompanying offer letter (Micron will have the sole discretion to allow you to pay Fixed Salary in lieu of your notice period or waive the same); or
- (b) by Micron giving to you the required period of notice set out in the accompanying offer letter or by paying you an amount equal to your Fixed Salary in lieu of notice for that period or in part by giving you notice and in part by making a payment to you in lieu of notice.

6.2 Micron may terminate your employment for reasons of unsatisfactory performance, redundancy, financial difficulties or business restructuring, loss of faith or confidence, etc., or for no reason at all.

6.3 During the periods of notice provided for in **clauses 6.1**, Micron may, at its discretion, require you to:

- (a) not attend for work or contact any customers or clients; and/or
- (b) perform duties which are different to those which you were required to perform during the rest of your employment with Micron, provided only that you have the necessary skills and competencies to perform the duties.

6.4 Your employment may be terminated by Micron at any time with immediate effect, without notice or any payment in lieu thereof:

- (a) if you are guilty of misconduct, including, without limitation:
  - (i) wilfully, or deliberately, behaving in a way that is inconsistent with the continuation of the contract of employment;
  - (ii) commission of any act or omission that causes imminent, or serious, risk to:

(A) the health or safety of a person; or

(B) the reputation, viability or profitability of Micron's business;

(iii) in the course of your employment, engaging in theft, fraud, misappropriation of property or assault;

(iv) intoxication at work; or

(v) refusing to carry out a lawful and reasonable instruction;

(vi) repeated failure to comply with lawful directions of Micron and its officers;

(vii) habitual unauthorised absence or unauthorised absence for a period exceeding 3 days.

(b) if you engage in conduct that could bring you or Micron into disrepute, including but not limited to acceptance or offering of illegal gratification;

(c) if you materially or habitually neglect your duties;

(d) if you breach any material provision of this Agreement or your Confidentiality and Intellectual Property Agreement; or

(e) on any other ground for which Micron would be entitled to terminate your employment without notice at law.

6.5 Your employment with Micron will terminate automatically once you reach the mandatory retirement age of 60.

6.6 Micron is a member of the Responsible Business Alliance (RBA) and complies with the RBA Code of Conduct (Code). If, at the time you give notice of termination, the Code requires a cap on the amount which may be due from you in the event Micron agrees to allow you to pay Fixed Salary in lieu of your notice period, then Micron will apply the cap that applies at the time. The current cap under the Code is 60% of your monthly Fixed Salary.

6.7 Any resignation submitted by you in accordance with the terms set under **section 3** of the accompanying offer letter and **clauses 2.4** and **6.1** of these Standard Terms Agreement must be accepted by Micron to become effective. Once accepted, your resignation cannot be withdrawn by you without the express consent of Micron.

6.8 If you are unable by reason of continued ill-health, sickness, accident, disability or injury for a period of 6 months or more to perform your roles and duties hereunder, Micron may at its discretion terminate your employment.

6.9 Micron may suspend you with pay while investigating any matter which Micron believes could lead to Micron exercising its rights under

V Duggan  
06/27/2019



clause 6.4 or taking any other disciplinary action.

- 6.10 On termination of your employment, you must immediately hand over responsibilities to a person nominated for that purpose by Micron. You must also deliver to such person all papers, documents and other property of Micron and its Related Companies that may be in your possession, control or power (including but not limited to any phones, computers, vehicles, etc. provided by Micron).
- 6.11 Termination under clause 6 does not affect any accrued rights or remedies of Micron in respect of any breach or default by you.
- 6.12 The rights of termination under clause 6 apply according to their terms and are not limited by any other term of this Agreement (including implied terms).
- 6.13 You agree and accept that any statutory or other "last in first out" rule or any modifications thereof will not apply in the event of termination of your employment for any reason whatsoever.

## 7 What Happens After the Termination of Employment

- 7.1 If your employment is terminated for any reason Micron may set off any amounts you owe Micron (including deductions for the cost of repair or replacement of property issued to you) against any amounts Micron owes you at the date of termination except for amounts Micron is not entitled by law to set off.
- 7.2 Your obligations regarding non-disclosure of confidential information, protection of intellectual property, and any other provisions that are meant to survive termination of this Agreement, that are contained in this Agreement or the Confidentiality and Intellectual Property Agreement, will survive the termination of your employment.

## 8 Remuneration

- 8.1 Micron may, at its discretion, change the pay components that comprise your Fixed Salary, provided that it may not reduce the amount of your Fixed Salary and the Basic Salary will not in any circumstance comprise less than 50% of your Fixed Salary.
- 8.2 Micron may recover from your Fixed Salary any overpayments made to you in respect of any payment made to you by Micron.

## 9 Compliance

The exercise of or compliance with any discretion, right or obligation under this Agreement is subject to compliance with all applicable laws.

## 10 Data Protection

You consent to Micron holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011) relating to you. You agree to Micron making such information available to third parties on a need to know basis. You also consent to the transfer of such information to Micron's business contacts within or outside India in order to further Micron's business interests.

## 11 Employee Surveillance

You agree and understand that Micron may use various modes to ensure that the internet communication systems provided to you are used in an appropriate manner. These may include scanning, reading, inspection, scrutiny of emails sent and received and websites visited or created by you. You acknowledge that you do not have any expectation of privacy when using Micron's resources. For the avoidance of doubt, and for the limited purpose of safeguarding Micron's confidential and proprietary information, Micron will have the right to monitor any personal or official e-mail or social media forum that maybe accessible to you from Micron's resources, including but not limited to Gmail, Facebook, Twitter, Instagram, etc. Micron also reserves the right to monitor its employees using various security measures including but not limited to closed circuit television systems. These maybe installed on Micron's premises overtly or covertly to ensure that the employees do not participate or propagate any activities which are or could be prejudicial to Micron's business interests, or which could bring it into disrepute.

## 12 Warranty

You warrant that:

- (a) you have not entered into, and will not enter into, any agreement in conflict with this Agreement or your employment with Micron;
- (b) you having provided Micron with information that is true and complete in all respects;
- (c) your employment with Micron will not violate any agreement with, or rights of, any third party;
- (d) you have not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding, disciplinary action, governmental or any other investigation

V Durga Prasad  
06/27/2019



pending or, to the best of your knowledge, threatened against you;

- (e) you have not been the subject of any adverse court judgment which threatens your solvency or substantially compromises your financial security;
- (f) except as expressly authorized by Micron in writing, you will not use or disclose your own or any third party's confidential information or intellectual property when acting within the scope of your employment or otherwise on behalf of Micron; and
- (g) you have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by you.

### 13 Severability

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement continue in force.

### 14 Waiver

The failure of either party at any time to insist on performance of any provision of this Agreement or to fail to exercise a right under this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of, or exercise that or any other right under, this Agreement.

### 15 Additional Remedies

Notwithstanding anything contained in this Agreement, in addition to any remedy available to Micron, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, Micron will be entitled to obtain an injunction against you from a civil court of competent jurisdiction.

### 16 Successors and Assigns

Micron will have the right to assign this Agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This Agreement is personal to you and cannot be assigned by you.

### 17 Entire Agreement

This Agreement and the Confidentiality and Intellectual Property Agreement:

- (a) constitute the entire agreement between the parties as to their subject matter; and
- (b) in relation to that subject matter, supersede any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

### 18 Headings

Headings are for ease of reference only and do not affect the meaning of this Agreement.

### 19 Alteration and Exercise of Rights

This Agreement may only be altered in writing signed by each party. Micron reserves the right, in the event of there being any variance in any terms and conditions of employment or in such policies and direction that may be circulated and communicated to you, to construe such variance in the manner that best reconciles such difference having regard to the objectives and purpose of your employment under this Agreement. Micron's construction and reconciliation of such variance will be final. The exercise of any right or discretion by Micron under this Agreement or in connection with your employment is in its absolute discretion and is not subject to any implied restrictions (including any implied term of mutual trust and confidence).

### 20 Governing Law

This Agreement is governed by the law applicable in India and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Bangalore, India.

### 21 Definitions

21.1 Agreement means these Standard Terms and the accompanying offer letter.

21.2 engage in means to participate, assist or otherwise be directly or indirectly involved as a member, shareholder (other than a shareholding of less than five percent (5%) in a company listed on any recognised stock exchange), unitholder, director, consultant, adviser, contractor, principal, agent manager, employee, beneficiary, partner, associate, trustee or financier.

21.3 Related Companies means Micron's parent and subsidiary companies and corporations, and their respective subsidiary and parent companies and corporations that may be formed from time to time.

Unless the context otherwise requires, terms defined in the accompanying letter have the same meaning in these Standard Terms and vice versa.

V Durga prasad

Name

V Durga prasad  
06/27/2019

Signed and Dated (mm/dd/yyyy)