



SanDisk India Device Design Centre Pvt. Ltd.
Prestige Tech Park, Prestige Excelsior, Building No.143/1
Amani Bellandur Khane Village, Varthur Hobli,
Bangalore – 560103, India

27th September 2017

Venkateswarlu Pallamala
Bangalore

Dear **Venkateswarlu**,

Due to business reasons and as part of ongoing integration efforts, HGST Technologies India Private Limited and SanDisk India Device Design Centre Pvt. Ltd. jointly offer you the opportunity to transfer from HGST Technologies India Private Limited (“the Transferor Company”) to the team at SanDisk India Device Design Centre Private Limited (the “Company”), a subsidiary within the Western Digital Corporation worldwide group of companies. The purpose of this letter is to confirm the terms and conditions of the Company’s offer of continued employment to you. Upon your signing this document, it will serve as your employment agreement (“Agreement”) with the Company.

A. General

1. You will work in a full-time capacity as Senior Engineer, Software Development Engineering (Apps), effective as of 1st October 2017.
2. You will report to Gangadhar Mylapuram Senior Manager, Software Development Engineering (Apps) or any such other manager whom the Company may designate from time to time.
3. Your job duties and responsibilities will be consistent with the position of Senior Engineer, Software Development Engineering (Apps). Your assigned duties may change from time to time and your job responsibilities may be altered by the Company consistent with business need. You agree to devote your full business time, best efforts, skill, knowledge, attention, and energies to the advancement of the Company’s business and interests and to the performance of your duties and responsibilities as an employee of the Company.
4. Your place of work will be the Company’s offices in Bangalore. The Company reserves the right to change your work location, even if this requires you to relocate, provided that you shall not be required to work on a permanent basis in excess of thirty (30) km. of your prior location with the Company. Prior to the establishment of a primary office location, you may be eligible for a one-time relocation expense reimbursement if the relocation exceeds thirty (30) km. of your prior location.
5. Your years of service with the Transferor Company, starting from your original hire date with Virident Systems Pvt Ltd., will be carried over and recognized with no break in employment during the transfer.
6. The Company shall be entitled to transfer your employment to any affiliated companies, successor-in-interest, or other division/branch of the Company as it may deem necessary solely at its discretion and for such period of time that the Company deems appropriate.
7. During the term of your employment with the Company, you may not simultaneously engage in any other employment or act or any other gainful or commercial activity (other than normally acceptable personal investment activity), business or professional activity, whether part-time or full-time, directly or indirectly, or whether during or outside office

hours or within or outside the office premises, which in any way either conflicts with your duties and obligations to the Company, or is contrary to the policies or the interests of the Company. You may not enter into any commitments or dealings on behalf of the Company for which you have no express authority, nor alter or be a party to any alteration of any policy of the Company or exceed the authority or discretion vested in you without the previous sanction of a duly authorized manager.

8. In addition to the terms and conditions of employment specifically stated herein, you will also be governed by the policies and procedures as may be adopted, amended or discontinued by the Company from time to time. By entering into this Agreement, you acknowledge and expressly represent that you will comply with all applicable policies and procedures of the Company as well as those of Western Digital Corporation ("Western Digital"), as amended from time to time.
9. You agree to sign and at all times abide by the Western Digital Global Code of Conduct ("GCoC") and that you will provide written acknowledgments of the GCoC annually or as requested by the Company.

B. Remuneration

10. Your starting basic salary is INR 616320- per year (INR 51360- per month), payable on a monthly basis, subject to appropriate deductions provided by law (including, but not limited to, taxes, social insurance contributions, etc.). Your basic salary is subject to change from time to time in accordance with applicable law.

The Company normally reviews salaries every year during our annual compensation review process. When reviewing salaries and other compensation elements, the Company will take into account whatever factors we consider appropriate, including but not limited to business conditions and your individual performance. Any changes to compensation are at the sole discretion of the Company and the Company does not make any representation of any increase in compensation, either with regard to the quantum or duration of such increase in compensation.

11. In addition to your basic salary, you will receive the allowances specified in Appendix A to this Agreement. With the exception of the leave travel allowance, the allowances will be paid to you on a monthly basis. Although the Company will not require documentation of expenses for these allowances, it will be your responsibility to maintain appropriate records for tax purposes. Should you wish to avail tax benefits from any of the above payments, you will be required to provide the Company with proof of your expenditures.
12. As also indicated in Appendix A, you will be eligible to participate in Western Digital's Short-Term Incentive (STI) Plan in accordance with all terms and conditions of the STI Plan. Payment of the STI is subject to Western Digital's corporate performance against financial and operational objectives and your individual performance for the fiscal year, and therefore your actual STI award may differ from the target STI amount. The fact that a STI is paid in one year is no guarantee that STI will be paid in subsequent years. The fiscal year runs from July through June and is divided into two, six-month Performance Periods. Your start date must be at least 31 days prior to the end of the current period to be eligible to participate. Payouts may be prorated based on your start date. Funding will be based on corporate business results. Your participation will be based on your individual accomplishments and is contingent upon approval by the CEO. Your individual target STI

bonus is 10% of your eligible earnings for each performance period. In addition, you must be employed with the Company at the time the STI payments are distributed to be eligible to receive a STI payment, pro-rata or otherwise, subject to applicable law. If your employment terminates or notice is served to terminate your employment for whatever reason, you will not be entitled to receive any STI payments in respect of any period. The STI Plan may be varied from time to time or suspended or discontinued at any time at the discretion of the Company and/or Western Digital.

13. You agree that any annual bonus linked with production/productivity or other compensation paid to you by the Company shall be in lieu of any bonus required to be paid to you under the statutory laws of India.
14. The Company shall be entitled at any time during your employment to deduct from your remuneration hereunder, or in any event on the termination of employment, to deduct from your final settlement any monies due from you to the Company including, but not limited to, any outstanding loans, advances, training costs (including any other amount payable by you), any Sign-On Bonus (if applicable), and the cost of repairing any damage or loss to the Company's property caused by you, to the extent permitted by law.

Your terms of employment and compensation are strictly confidential and you shall not divulge the same to any other employee of the Company except where required by law or Company policy.

15. The tax liability, if any, including income tax and professional tax, arising on your compensation will be your personal liability and will be governed by the tax laws of India or otherwise in the country wherein your services are provided.

Benefits

16. The Company will provide you with the social benefits mandated by applicable law (the "Mandated Social Benefits").
17. In addition to the Mandated Social Benefits, you may be entitled to participate in the Company's supplemental benefit plans or policies for India (the "Supplemental Benefits"), as established and/or amended from time to time, at such times as you qualify or as participation is offered to you. Participation in any Supplemental Benefits plan is subject to and in all respects governed by the rules of the relevant plan and/or policies, as amended from time to time. The Company reserves the right to change benefits providers or amend or discontinue any benefit plan or policy in its sole discretion and without compensation to you for such change, amendment or discontinuance. You may obtain full information about the Company's benefit plans from Human Resources.
18. The Company will make an employer contribution of 12% of your current basic salary at the time of contribution to the Regional Provident Fund. This contribution will be calculated on your basic salary only and will exclude all other types of compensation.

B. Working Hours/Business Travel

Normal working hours under this Agreement are forty (40) hours per week, Monday through Friday. Notwithstanding the foregoing, your duties may require you to engage in travel on behalf of the Company and to work at reasonable hours (over and above the hours referenced above) due to the business needs of the Company. You expressly agree to accept such reasonable travel and hours of work without additional compensation, to the extent permitted by law.

C. Professional Expenses

The Company will reimburse you for reasonable and necessary business expenses incurred by you in furtherance of the Company's business, in accordance with the Western Digital Global Travel and Expense Policy as amended from time to time, upon presentation of documentary evidence acceptable to the Company.

D. Privilege Leave and Public Holidays

1. You shall be entitled to fifteen (15) working days of privilege leave per completed calendar year of service. Privilege leave may be taken by you at your discretion, so long as it does not interfere with business need and is approved in advance by your manager.
2. Privilege leave shall be taken between 1st January and 31st December in proportion to the number of months of service completed with the Company during the calendar year of accrual. If at the end of any calendar year you have unused privilege leave from that year, you may carry forward your leave balance, subject to a maximum of 40 working days.
3. You will enjoy statutory public holidays as recognized by the Company in conformance with the laws of the State of Karnataka.

E. Sick or Casual Leave

1. You will be entitled to twelve (12) days of sick leave per calendar year of service,.
2. You will be entitled to six (6) working days of casual leave per calendar year of service. Casual leave may be taken at your discretion, so long as it does not interfere with business need and is approved in advance by your manager.
3. You must notify the Company immediately in writing of any incapacitation from work and its probable duration. Upon request by the Company, reasons for the incapacitation must be given to the Company by you.
4. In case of sickness, you may be required to provide a medical certificate stating its probable duration before expiration of the third (3rd) calendar day after the beginning of the sickness. If the sickness exceeds the stated period, you may be required to provide a further medical certificate on a weekly basis thereafter. The Company reserves the right to request you to obtain such a certificate from a registered medical practitioner of its choice.

F. Duration of Employment and Termination

1. Your employment is for an indefinite period of time and may be terminated by you or by the Company with written notice of thirty (30) days (or by the Company by making a payment equivalent to thirty (30) days gross salary in lieu of notice). The term “gross salary” means the total fixed compensation component payable to you as per the then applicable Appendix A to the Agreement.
2. The Company reserves the right to summarily terminate your employment without notice or payment in lieu thereof if (i) you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained herein; (ii) are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Company; (iii) are convicted for any offence under any law for the time being in force in any jurisdiction; (iv) do not have the mental or physical capacity to carry out your official functions, responsibilities or duties; or (v) commit any act detrimental to the interests of the Company. The Company may also deduct from any payment due to you such sums as in its opinion may be equivalent to any loss it may have sustained as a result of your acts, subject to law.
 - (a) Misconduct will include without limitation: (i) absence from service without prior notice in writing or without sufficient cause for seven (7) days or more; (ii) going on or abetting a strike in contravention of any laws; (iii) causing damage to the property of the Company; (iv) continued discharge of work functions which do not meet the standards reasonably expected by the Company from you; (v) any act recognized as misconduct under Indian laws.
 - (b) Termination of your employment under this sub-paragraph would be without prejudice to: (i) the Company’s right to claim the actual damages it has suffered through this breach; and (ii) any other relief to which the Company may be entitled under contract, law or equity.
3. You agree that in case of retrenchment, the principle of “last in first out” shall not be applicable. You further agree that if you are retrenched by the Company, the Company will not be required to offer you reemployment in any circumstance.
4. Upon the termination of the Agreement for any reason by either party, or upon the effective notice of termination of the Agreement by either party, the Company shall have the right to permanently relieve you from the performance of any and all duties of the position upon the continued payment of your gross salary and benefits, as then in effect, for the duration of any notice period required. The term “gross salary” means the total fixed compensation component payable to you as per the then applicable Appendix A to the Agreement.
5. Upon the termination of your employment, you shall deliver back to the Company all property belonging to the Company in your possession or control, including all electronic resources, equipment, documents, records, papers, notes and other media of any description, which relate in any way to the affairs of the Company, whether or not containing confidential information. You undertake that you shall not copy, duplicate, recreate or record or otherwise keep in your possession or deliver to anyone other than the Company, any of the aforementioned property.
6. Any accrued but unclaimed entitlement towards leave and/or Leave Travel Allowance at

the time of termination of employment shall be paid to you as part of your final settlement subject to Clause C(6) above.

7. For a period of one (1) year following the voluntary or involuntary termination of your employment for any reason, you shall not (whether on your own or in active concert with anyone else) directly or indirectly, personally, or as an employee, consultant or agent for any other person or entity, carry on, hold an interest in (other than a minority interest in a publicly traded company), or become employed or engaged by in any capacity, any business in direct competition with the business of the Company in India, including the Company's business lines, products or services that were in development at the time of your termination.

G. Confidentiality

As an employee of Company, you will have access to confidential information of the Company and may, during the course of employment, develop information or inventions, which shall be the property of the Company. You agree to execute the Company's Employee Invention and Confidentiality Agreement ("EICA"), which shall be incorporated by reference and made part of this Agreement, and shall be deemed applicable to the maximum extent under applicable law. Rights and obligations under the EICA in respect of confidential information and of intellectual property made during your employment shall continue in full force and effect after termination of this Agreement.

H. Personal Data

You acknowledge that you are familiar with, and that you agree that, your personal data (including information about your family and sensitive personal information ("Personal Information")) will be incorporated into the fully controlled, automated system which is managed and administered by the Company. This will be stored and saved on a database. You agree that the Company may use and retain this information for a lawful purpose and to the extent deemed necessary by the Company in relation to your employment with the Company and for ancillary purposes. You also agree that the Company may transfer or disclose such Personal Information to such other agencies the Company may consider necessary, whether affiliates or otherwise and whether in India or otherwise. The Company has/may codify its policies relating to privacy in a privacy policy which it has/will provide to you and you hereby agree to the same. The Company shall use reasonable security practices and procedures to safeguard your Personal Information. Notwithstanding anything contained herein, "Reasonable security practices and procedures" under section 43A Explanation (ii) of the Information Technology Act 2000 means such procedures that the Company shall implement and which may, in the Company's discretion, be intimated to you from time to time and you hereby agree to the same.

I. Miscellaneous

1. This Agreement supersedes any prior oral or written offers between you and the Company relating to your employment with the Company.
2. The Company and you mutually agree that the provisions of the Agreement are severable, and if any one provision is found to be unenforceable in whole or in part, the remainder of the Agreement will remain valid and enforceable.

3. Amendments and additions to the Agreement must be in writing and signed by you and the Company to be effective.
4. Any notice to be given to you by the Company shall be given by email at your Company email address. Any notice to be given by you to the Company shall be in such manner as may be directed by the Company from time to time. In the event you are not in the office and/or not accessing your Company email, the Company shall be entitled to send such notice to your personal email address or by courier or registered post to your home address, as provided by you to the Company.
5. No inaction, act or omission by the Company shall be considered as a waiver by the Company of any of its rights herein unless specifically waived by the Company in writing.
6. If any of the terms herein are deemed invalid under law, such provision shall be replaced by another provision which most nearly effectuates the same result as the impugned provision.
7. The laws of India shall govern the Agreement. Except as provided herein, all disputes in relation to the Agreement shall be settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a single arbitrator selected out of a list of three arbitrators provided by the Company. The arbitration proceedings shall take place at Bangalore and shall be conducted in English. Each party is responsible for its own expenses in the arbitration. The decision of the arbitrator shall be final and binding upon both parties.
8. You represent that all the contents of your application, resume, testimonials, references, previous employment details, and other information furnished by you are true, complete and accurate. If any of the above particulars are found to be incorrect, incomplete or misleading in any way, the Company shall have the right to terminate your employment forthwith, without the requirement of providing you any notice or compensation in lieu thereof.
9. You are informed that the Company shall have the right to conduct periodical background checks on you, including criminal background checks and reference checks, as permitted by applicable law, and your employment is subject to completion of background checks on you, including criminal background checks and reference checks, to the Company's satisfaction. The Company may utilize third parties to conduct any such background checks and you agree to the same.
10. You acknowledge that damages will not be an adequate remedy in the event of breach of any of your obligations under the Agreement. Therefore, you agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available) to obtain injunctive or equitable relief from any court of competent jurisdiction.

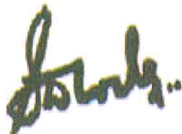
J. This offer of employment is conditioned upon:

- i) Your execution of the Employee Invention and Confidentiality Agreement (EICA).
- ii) Your written acknowledgment of the Western Digital Global Code of Conduct. In addition, the Company may require annual written acknowledgments thereafter.

Drawn up in two originals, both parties acknowledging receipt of an original.

For and on behalf of :

SanDisk India Device Design Centre Private Limited HGST Technologies India Private Limited



Supria Dhanda
Senior Director– Human Resources



Sriram Rupanagunta
Director

You are required to provide your acceptance of this offer in writing within two (2) days of receipt and to join the organization on a mutually agreed upon date, which shall be no more than one month from the date of acceptance of this offer. If you fail to provide your acceptance and/or do not join within the stipulated time, this offer will stand automatically withdrawn.

I hereby accept this offer of transfer of employment on the terms and conditions enumerated above and confirm that, subject to the recognition of my years of service with the Transferor Company with no break in employment during the transfer, my employment start date with the Company will be 1st October 2017

PRINT NAME : Venkateswarlu Pallamala

SIGNATURE : _____



SanDisk India Device Design Centre Pvt. Ltd.

Prestige Tech Park, Prestige Excelsior, Building No.143/1
Amani Bellandur Khane Village, Varthur Hobli,
Bangalore – 560103, India

APPENDIX- A

Name : Venkateswarlu Pallamala

Grade: E106

Position : Senior Engineer, Software Development
Engineering (Apps)

FIXED COMPENSATION

Salary Components	Per Month (INR)	Per Annum (INR)	Remarks
TOTAL FIXED COMPENSATION - Comp I	114,133	1,369,600	
Basic	51,360	616,320	45% of Comp 1
Housing Rent Allowance (HRA)	20,544	246,528	40% of Basic
Telephone Expense Reimbursement	3,000	36,000	Flexible Benefit Plan
Leave Travel Allowance(LTA)	4,280	51,360	Flexible Benefit Plan
Meal Benefit Coupon	2,200	26,400	Flexible Benefit Plan
Medical Expense Reimbursement	1,250	15,000	Flexible Benefit Plan
Conveyance Allowance/Vehicle Maintenance Reimbursement	1,600	19,200	Flexible Benefit Plan
Special Allowance	29,899	358,792	
TOTAL FIXED COMPENSATION - Comp I	114,133	1,369,600	Total Comp

Benefits			
ER Contribution to Provident Fund	6,163	73,958	12% of Basic
Comp II: (Total Fixed Comp + PF)	120,297	1,443,558	

Variable Compensation			
STI		136,960	10% of Comp I

Total - Comp III	1,580,518
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Note:** Telephone Expense Reimbursement, LTA, Meal Benefit Coupon, Medical Expense Reimbursement, Conveyance Allowance/Vehicle Maintenance Reimbursement, Special Allowance are all part of (Flexible Benefit Plan)FBP. Employees are guided to choose the values as per the FBP document.