



AMD India Private Limited

November 6, 2022

Lalit Tilwani
4 CH 20
vaishali nagar
Ajmer, Rajasthan 305001

Personal and Confidential

Dear Lalit:

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 Software Development Engineer 1, reporting to Dilipan Janarthanan, Director Software Development. You will be a member of our Design function and will work at our Bangalore facility.

This is a Full-time position.

Effective Date

Your employment will commence on July 3, 2023, or at another mutually acceptable date.

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 work place and work assignment, as necessary for the business needs, subject to applicable law.

Compensation

Cost To Company (CTC): You will be paid an annualized salary of ₹1,317,120.75 **INR**, less statutory deductions as required by law. Please see ANNEXURE for details.

All payments in this offer are subject to deductions and withholdings required by law. Your salary will be subject to regular review and any increases will be within AMD's sole discretion.

Annual Incentive Plan

You will be eligible to participate in Advanced Micro Devices Inc.'s Annual Incentive Plan (Bonus Plan), in accordance with the terms and conditions of the Bonus Plan document. Your initial target bonus opportunity will be 8% of your annual base pay. If your date of hire is October 1 or later, you will not be eligible to participate in the Bonus Plan for this year (and there will be no payout in respect of this year), but your eligibility will begin next year in accordance with the Plan terms. All Bonus Plan payments are at the discretion of AMD management and may be adjusted based on job performance, business conditions and/or employment. All Bonus Plan payments are subject to deductions and withholdings required by law.

All Bonus Plan payments are subject to deductions and withholdings required by law. If applicable to you, any Bonus Plan payment you receive shall be in lieu of, and in satisfaction of (in whole or in part), any entitlement you may have to statutory bonus under the *Payment of Bonus Act*. If any Bonus Plan payment you receive is less than the amount as required by the *Payment of Bonus Act*, then AMD will pay the differential, if any, between the Bonus Plan payment and the amount to which you may be entitled pursuant to the *Payment of Bonus Act*.

Sign-on Bonus You will also receive a one-time gross sign-on bonus of ₹150,000.00 INR ("Bonus") (subject to deductions and withholdings as required by law) to be paid within the first two payrolls of your date of hire at AMD. Although you will receive this bonus within the first two payrolls of your hire date, the bonus is only earned in its entirety when you have been employed at AMD for two full years from the bonus payment date. If your AMD employment terminates prior to two years from the bonus payment date, you must repay to AMD all or a prorated amount of the bonus according to the terms and conditions of the enclosed Sign-on Bonus Agreement. You must sign, date and return the enclosed Sign-on Bonus Agreement along with this executed offer letter.

Relocation Expenses

AMD will reimburse for packing and moving your personal effects from [current location to Recruited Location]. Should you resign from AMD within one (1) year of your hire date, you will be required to reimburse the complete amount to AMD. Reimbursement may be deducted from your final employment earning, for which, by signing below, you give AMD consent to do so.

Holidays and Leave

You will be entitled to holidays and leave rules as per the Company's policies.

Benefits

AMD will provide only those benefits as outlined in the Annexure.

Probation

Under mutual agreement, you will be on probation for a period of 6 months from the date of commencement of your employment. Upon completion of the 6-month period of probation, you shall be deemed to be confirmed without any further notice from the Company. However, the Company may, at its sole discretion, and having regard to your performance during probation, extend the period of your probation by giving you notice of such extension in writing.

Termination

Your employment with the Company may be terminated by either you or the Company by providing sixty (60) 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.

Retirement:

Your age of retirement from the service will be on completion of sixty years. However, you may opt for voluntary retirement at any age before sixty years during your services in the establishment if you are unable to continue in service satisfactorily. The actual date of retirement shall be the last working day of the calendar month in which your 60th birthday falls.

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.

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 initial each page, sign your name below and return the original signed and dated document to Saravanan G. This offer will remain open until . If you have any questions, please feel free to contact me.

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

For AMD India Private Limited, ("AMD"),

Authorized Signatory

DocuSigned by:

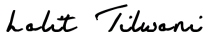
 B2EB8C25FB8144C...

07-Nov-22 | 7:18:33 AM PST

Stanly Jone D
 Sr. Manager, Talent Acquisition India

Prepared by: Saravanan G

I, Lalit Tilwani, have read and understood the terms and conditions governing my services/ employment with the company.

Signature 
 3738DF9E4F71494...

Date 11-Nov-22 | 2:42:41 AM PST

ANNEXURE**Name of the candidate:** Lalit Tilwani**Designation:** Software Development Engineer 1**Breakup of Annual Total Remuneration (in INR)**

	Base Pay Components	Per Annum INR
A	Basic Pay (50% of Base Pay)	₹607,500.00
B	Flexible benefit Plan (50% of Base Pay)	₹607,500.00
C	Base Pay Sub totals (A+B)	₹1,215,000.00
	Retirals	
D	Employer's contribution to Provident Fund (12% of Basic Pay)	₹72,900.00
E	Employer's contribution to Gratuity (4.81% Basic Pay)	₹29,220.75
	Cost to Company (CTC) (C+D+E)	₹1,317,120.75

As per Payment of Gratuity Act 1972, Sec 4(3). Refer to Gratuity Policy available in MyHR page or contact your Site HR Ops / ER

*Refer to FBP Components in detail

FBP components table

Flexible Benefit Plan (FBP) will include the components outlined below. Employees may choose the components under which they will be paid their FBP.

Component	Maximum payable	Tax break	Documents needed
(a) House Rent Allowance (HRA)	<p>a. Fixed at 40% of Basic salary for Non-metros and 50% of Basic salary for Metros.</p> <p>b. Monthly payment.</p>	<p>Under Section 10(13A), HRA exemption is the minimum of the following three, :</p> <ul style="list-style-type: none"> • Actual rent paid minus 10% of Basic Salary • Actual HRA • 40% of Basic Salary for non-metros (50% of basic salary for metros – Delhi, Mumbai, Kolkata and Chennai). 	<p>a. Rent receipt in a specified format is required.</p> <p>b. If the rent paid per month is INR 8,333 or more, PAN copy (softcopy) of the landlord is mandatory to be provided. HRA exemption will not be considered if without the landlord PAN copy.</p>
(b) Leave Travel Allowance (LTA)	<p>a. Fixed at 8.33% of basic salary. Paid as monthly allowance.</p> <p>b. Monthly payment.</p>	<p>Under Section 10(5),</p> <p>a. Actual Fare spent only max limit is Air Economy or First-Class AC rail fare), including spouse, children and dependent parents.</p> <p>b. LTA can be claimed exempt from income tax only in respect of two journeys performed in a block of four calendar years (current block of four years is 2022-2025). In the block of 4 calendar years 2018-2021, if the employee does not availed exemption, then one trip can be carried forward to be availed in the first calendar year of immediately succeeding block 2022-2025.</p> <p>c. If the journey is through taxi, the amount to be taken as tax exempt would be the air-conditioned first class rail fare through the shortest route, or amount actually spent, whichever is less. The travel cost eligible for exemption should be for the shortest route to any place in India. Where the journey has been performed by air, the amount exempt is the economy airfare of the national carrier by the shortest route to the place of destination.</p>	<p>a. Air ticket and boarding pass / Train Ticket.</p> <p>b. Form 12BB</p> <p>c. Employees must apply leave (for travel dates) in AMD system.</p>
(c) Children Education Allowance	<p>a. Optional. INR 100 per child.</p> <p>b. Monthly payment.</p>	<p>Under Section 10(14), INR 100 exemption per child for up to two children. Up to INR 2,400 for max of 2 school going children. Limit is INR 1,200 per child.</p>	<p>Employees need to declare the children details during the year-end IPSF submission window.</p>

(d) National Pension System (NPS)	a. Optional. 0% - 10% of Basic Salary b. Monthly contribution	Under Sec 80 CCD (1), for investment or contribution made by an employer to such a pension scheme, employee can claim exemption of INR 150,000 in Sec 80 CCE.	Employees must have PRAN to enroll to NPS.
(e) Special Allowance	a. Balance figure. b. Monthly Payment	The amount left over post allocating FBP amount in the above components will be paid as special allowance. This is fully taxable.	None

SUMMARY OF BENEFIT OFFERINGS:

Group Term Life (GTL)	Company sponsored program; premium paid by AMD. Sum Insured for employee: 3 x Annual CTC Terminal Illness covered up to 3 x Annual CTC.
Group Personal Accident (GPA)	Company sponsored program; premium paid by AMD. Sum Insured for employee: 3 x Annual CTC.
Group Medical Program (GMC)	Company sponsored program; premium paid by AMD. Sum insured: Family Floater of INR 8,00,000 per family per policy year. <ul style="list-style-type: none"> • Maternity: Sum Insured: INR 1,00,000 for normal delivery and caesarian. • 10 % Co-Pay on Parental claims. Co-payment does not apply on capped ailments. Voluntary Top-Up Program: premium paid by the employee <ul style="list-style-type: none"> • Additional coverage of INR 3 / 5 / 7 / 10 / 12 / 15 lakhs per family (including dependents enrolled).
Critical Illness	Company sponsored program; premium paid by AMD. Sum insured for employee is INR 25,00,000.
Outpatient Benefit (OPD)	Company sponsored program; premium paid by AMD. Sum insured for employee is INR 15,000.
Global Business Travel	Employees who travel outside their home country for business reasons are eligible. This plan covers up/ to USD \$250,000 per calendar year with no individual deductible.

Insurance	
Gratuity	Follow local statutory policy.
Provident Fund	Follow local statutory policy
Voluntary Provident Fund	Employees can voluntarily contribute any percentage (Up to 88% of Basic Salary) to their Provident Fund account beyond the mandatory 12% of Basic Salary contribution.
National Pension Scheme (NPS)	This is optional. Up to 10% of Basic Salary can be allocated under this component.
Marriage Allowance	Employees are entitled to marriage gift amount of INR 5,000 on the occasion of their marriage during their employment with AMD. .
Creche benefit	Eligibility Criteria : AMD India full-time female employees having child(ren) between 6 months to six (6) years of age. Reimbursement of INR 15,000 / month or employees can enroll in the AMD registered Creche Center.
Global Employee Assistance Program (EAP)	Global EAP is a confidential short-term counselling and practical information service available to all employees and their eligible dependents.
Survivor Income Benefit (Death Benefit)	In the event of an employee's death during employment, a designated beneficiary would receive a death pay benefit equivalent to one month of the employee's salary (subject to taxes)
Adoption and Surrogacy	Reimbursement of up to USD \$10,000 per child of expenses incurred during adoption and surrogacy.
Employee Stock Purchase Plan (ESPP)	Eligibility and enrollment rules apply. Six months offering periods with a purchase price of 85% of the lower of closing price at the beginning or end of the Offering period.
Time-Off Benefit	<p>Public Holidays: 10 working days and 2 Optional Holidays</p> <p>Privilege Leave: 20 working days per calendar year</p> <p>Sick Leave: 7 working days / year</p> <p>Casual Leave: 5 working days / year</p> <p>Maternity Leave: 26 weeks as per Statutory norms. Depending upon the nature of work, women employees may avail work from home benefit after maternity leave, on terms that are mutually agreed between AMD and the women employee on a case-to-case basis.</p>

Adoption of child: up to 12 weeks.

Miscarriage: up to 12 weeks.

Tubectomy: up to 10 working days.

Paternity Leave: 10 working days

Bereavement Leave: Up to 20 working days for the death of an immediate family member (spouse, partner, child, parent). Up to 5 working days for next of kin (sibling, grandchild, grandparent).

Name: Tilwani, Lalit



New Hire RSU Award Notice

Dear Lalit,

NEW HIRE RSU AWARD DETAILS

RSU Value
(\$USD): 14,000.00

Congratulations on your offer to join AMD! Should you join AMD and subject to approval by Advanced Micro Devices, Inc.'s Board of Directors or its designated committee, you will be awarded Advanced Micro Devices, Inc. Restricted Stock Units (RSUs) as follows. An RSU award is an investment in your future with AMD and is typically granted on the 15th day of the next month following the start of your employment (e.g., a January start date generally has a February 15 RSU grant date), assuming continuous employment through the grant date.

- Your RSUs will be subject to the terms and conditions of the Advanced Micro Devices, Inc. 2004 Equity Incentive Plan (the "Plan") and its corresponding award agreement thereunder. The number of RSUs granted will generally be determined by dividing your award value (as noted above) by the 30-trading day average closing stock price prior to and including the grant date. The award value is used only to determine the number of shares subject to your RSUs, as described above, and is not meant to guarantee or predict the income you may realize from your RSUs.
- Your RSUs will generally vest as to 1/4 of the number of RSUs on the first, second, third and fourth anniversary of the grant date, unless otherwise specifically indicated in the grant confirmation notice. Vesting of any RSUs is subject to continued active service through each applicable vesting date and the terms and conditions of the award agreement, which will be provided to you as soon as practicable after the grant date.
- If approved, RSUs will be granted by Advanced Micro Devices, Inc. and are separate from your compensation paid by your employer. The RSUs are not part of your employment relationship. This letter supersedes any prior representations or agreements, whether written or oral with respect to the RSUs.
- Advanced Micro Devices, Inc. can grant RSUs to you only if and as long as it is permitted and feasible under the laws of the country in which you reside or the laws to which you may be subject. This letter shall in no way be construed to create an employment relationship between you Advanced Micro Devices, Inc. or any of its affiliates that does not otherwise exist. The terms of your service shall not be affected in anyway by your participation or entitlement to participate in any stock award plans including the Plan or any grants of the RSUs. Such stock award plans shall not form part of the terms of your service (express or implied). In calculating any payment, compensation or damages on the termination of your service for whatever reason (whether lawful or unlawful) which might otherwise be payable to you, no account shall be taken of your participation in any such plans or any impact upon participation such termination may have, unless required by statute.
- You will receive a grant confirmation notice from E*TRADE after the RSUs have been granted and deposited in your E*TRADE account where you can view details of your grant, including the Terms and Conditions of the award agreement and the appendix attached thereto which include details regarding termination of service and forfeiture of RSUs, and any country-specific terms and conditions.
- For your RSUs to remain in effect and begin vesting, you must activate your E*TRADE account on or before the last business day preceding the first vesting date of the RSUs