



08 December 2014

**Prateek Chandan
Room No. 178,
Hostel 9,
IIT Bombay Powai,
Mumbai - 400076**

Dear Prateek,

Microsoft India (R&D) Private Limited ("the Company") is pleased to offer you the position of **Intern**. You will be placed in any city within India or outside India as decided by the Company from time to time. Your internship shall commence on **4 May 2015** ('**Internship Period**') and end on **3 July 2015**. In the event you fail to join on or before **4 May 2015**, this agreement shall stand terminated automatically.

At the end of the Internship Period, depending upon your performance as an intern under this agreement, you may be eligible for interview by the Company for appropriate positions as intimated by the Company. Notwithstanding the foregoing, the Company is under no obligation to provide you an opportunity to attend interview process at Company or to absorb you into employment at the end of your Internship Period referred to herein and you hereby agree that you shall have no right to claim or demand employment with the Company.

During your internship with the Company, your stipend & other terms and conditions shall be in accordance with paragraphs A to D below subject always to Company's Policy then in force ('**Company Policy**').

This offer for the position of internship shall not be deemed under any circumstances as an offer of employment with the Company and you shall not be deemed as an employee of the Company during the period of internship.



Signature of candidate

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The terms and conditions of your internship with the Company shall be as follows:

A. STIPEND AND OTHER BENEFITS

The stipend and benefits that you are entitled to shall be as follows:

1. During your internship tenure, you will be entitled for a monthly stipend of **Rs. 35,000/-** per month, payable on a pro-rata basis.
2. Round trip Economy Class Airfare.
3. Accommodation for the first **60** days of Internship Period in a Microsoft Guest House.

As an Intern, you are only entitled to the Microsoft benefits as provided above. By accepting this offer, you acknowledge to have fully understood and agreed that as an Intern, you will not be eligible for any such additional benefits made available to regular employees.

B. MISCELLANEOUS

1. Taxation & Others:

Any amount payable by the Company to you towards your Stipend, or, any other payment shall be subject to any tax deductible at source and, or, any other taxes and/or any other amounts required to be deducted under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

2. Non-Disclosure Agreement:

You shall execute the Intern Non-Disclosure Agreement ('**NDA**'), enclosed and shall be bound by all the terms and conditions contained therein.

3. Other Conditions:

You shall not be permitted during the term of this agreement, to undertake any employment or engage in any external activities of a commercial nature without prior written approval of the Company. You shall be required to effectively carry out all responsibilities and obligations assigned during your internship by your manager and/or others authorized by the Company to assign such responsibilities. You shall be governed by the Company Policy and other laws that may be applicable in India from time to time.

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C. TERMINATION

1. Breach or Misconduct:

Notwithstanding anything herein, the Company shall be entitled to terminate this agreement upon adopting due procedure and affording you the chance of showing cause and hearing, if you are found guilty, or to have engaged in: (i) any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; (ii) any other act or omission, inconsistent with your duties; or (iii) any breach of this agreement, the NDA or the Company Policy, or (iv) any criminal case or act prejudicial to the Company, or (v) if you are absent for a continuous period of five (5) days without any notice to the Company; (vi) if you undertake any employment or engage in any external activities of a commercial nature without prior written approval of the Company.

D. GOVERNING LAW

This agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this agreement shall not affect the binding effect of the rest of the agreement.

This agreement shall be concluded and effective on your delivering a signed copy of this letter agreement and the accompanying NDA to us, provided that your Stipend shall not begin to accrue until you commence internship with the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing on each page of the offer letter and NDA and returning a copy both the documents to the Company on or before your date of joining, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

We are delighted about having you join Microsoft as an intern. We hope you will have a rewarding and enriching experience with us and that we will benefit from your contribution.

Yours sincerely,
for **Microsoft India (R&D) Private Limited**

Authorized Signatory

ROHIT THAKUR
SR GEO HR DIRECTOR - INDIA

By: **Prateek Chandan**
Date:

Signature of candidate

Microsoft India (R&D) Pvt. Ltd.



INTERN NON-DISCLOSURE AGREEMENT (STANDARD)

1. **General.** As an intern of **Microsoft India (R&D) Private Limited** ('MICROSOFT'), a company incorporated in New Delhi, India, under the Companies Act, 1956, and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of MICROSOFT. During my internship, I will not engage in any activity or investment (other than an investment of less than .01% of the shares of a company traded on a registered stock exchange), that (a) conflicts with MICROSOFT's business interests, including without limitation, any business activities not contemplated by this Agreement, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at MICROSOFT, or (c) interferes with the independent exercise of my judgment in MICROSOFT's best interests. As used herein, MICROSOFT's business means the development, marketing and support of software for business and professional use, including operating systems, languages and application programs as well as books and hardware for the microcomputer marketplace.
2. **Recognition of Absolute Ownership.** That I do hereby recognise and admit that MICROSOFT is the absolute, unrestricted and exclusive owner of the confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of MICROSOFT, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, languages and applications programs, operating systems, books, hardware and information for the microcomputer market place used by me in the course of my internship with MICROSOFT.

I agree that I shall not in any manner whatsoever, represent and/ or claim that I have any interest by way of ownership, assignment or otherwise in the same.

In this Agreement, all confidential and/ or proprietary information belonging to and/ or in possession of MICROSOFT, which is received, accessed, and/ or used by me, during the course of my internship with MICROSOFT, shall include without limitation, such information received from Microsoft Corporation, USA (the holding company of MICROSOFT) and/ or any entity in which Microsoft Corporation, USA holds or controls more than fifty percent of the stock thereof and/ or is entitled to vote for the election of directors.

3. **Non-Disclosure.** At all times, during my internship and thereafter, I will not disclose to anyone outside MICROSOFT nor use for any purpose other than my work for MICROSOFT a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of MICROSOFT, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers, b) any information MICROSOFT has received from others which MICROSOFT is obligated to treat as

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confidential or proprietary or c) any confidential or proprietary information which is circulated within MICROSOFT via its internal electronic mail system or otherwise. I will also not disclose any confidential or proprietary information to anyone inside MICROSOFT except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to whom, if anyone, inside MICROSOFT, it may be disclosed, I will consult with my manager/managing director at MICROSOFT.

4. **Assignment of Inventions.** I hereby assign exclusively to MICROSOFT all my right, title, and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that I, solely or jointly, may conceive, write, encode, develop, or reduce to practice during the period of time I am an intern of MICROSOFT. I will make prompt and full disclosure to MICROSOFT of any inventions, and if for any reason the assignment pursuant to this clause is not effective, I will hold all such inventions in trust for the sole benefit of MICROSOFT. If I wish to use any copyrightable material as described in the previous sentence in connection with my thesis, I will request from Microsoft a license for such use. Microsoft may, in its sole discretion, grant me a royalty free license to use such copyrightable material in connection with my thesis, provided that all protection required by Microsoft for the ideas and inventions in such copyrightable material has been obtained (which may include a requirement that such copyrightable material be put in the public domain and all patents related to such copyrightable material have been applied for).

I hereby waive and quitclaim to MICROSOFT, any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any Inventions so assigned to MICROSOFT.

My obligation to assign shall not apply to any Invention about which I can prove that:

- a) It was developed entirely on my own time; and
- b) No equipment, supplies, facility, services, or trade secret information of MICROSOFT was used in its development; and
- c) It does not relate (i) directly to the business of MICROSOFT or (ii) to the actual or demonstrably anticipated research or development of MICROSOFT; and
- d) It does not result from any work performed by me for MICROSOFT.

I will assign to MICROSOFT or its designee all my right, title, and interest in and to any and all Inventions full title to which may be required to be in the United States by any contract between MICROSOFT and the United States or any of its agencies.

5. **Excluded and Licensed Inventions.** I have attached hereto, a list describing all Inventions belonging to me and made by me prior to my internship with MICROSOFT that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are no such Inventions. If in the course of my internship at MICROSOFT, I use in or incorporate into a MICROSOFT product, program, process, or machine, an Invention owned by me or

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which I have an interest, MICROSOFT is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use, and sell that Invention without restriction as to the extent of my ownership or interest.

6. **Application for Copyright and Patents.** I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, MICROSOFT is unable to secure my signature to apply for or to pursue any application for any United States, Indian or foreign patent or copyright covering Inventions assigned to MICROSOFT as stated above, I hereby irrevocably designate and appoint MICROSOFT and its duly authorised officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead, to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of U.S., Indian and foreign patents and copyrights thereon with the same legal force and effect as if executed by me. I will testify at MICROSOFT's request and expense in any interference, litigation, or other legal proceeding that may arise during or after my internship.
7. **Third Party Information.** I recognise that MICROSOFT has received and will receive confidential or proprietary information from third parties subject to a duty on MICROSOFT's part, to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my internship and thereafter, I will not disclose such confidential or proprietary information to anyone except as necessary in carrying out my work for MICROSOFT and consistent with MICROSOFT's agreement with such third party. I will not use such information for the benefit of anyone other than MICROSOFT or such third party, or in any manner inconsistent with any agreement between MICROSOFT and such third party of which I am made aware.
8. **Prior Employer Information.** During my internship at MICROSOFT, I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-ventures, clients, customers, or suppliers of the vendors or customers of such persons or entities or their vendor or customers and I will not bring onto the premises of MICROSOFT, any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.
9. **Presumption of Breach.** In the event of the possession, access and or use of the confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of MICROSOFT, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, languages and applications programs, operating systems, books, hardware and information for the microcomputer market place by any other third party with whom I may have a nexus, it

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shall be presumed, unless proved to the contrary, that such information has so come to the possession of the third party on account of breach of this Agreement by me.

10. **Term of Internship.** I acknowledge that my internship will be of a definite duration as specified in the offer letter, or as otherwise indicated to me. Either MICROSOFT or I will be free to terminate this internship relationship at any time during the above-mentioned period, with or without cause and in accordance with the Agreement signed by me with MICROSOFT. I also acknowledge that any representations to the contrary are unauthorised and void, unless contained in a separate agreement signed by an officer of MICROSOFT.
11. **Return of Materials.** At the time I end my internship with MICROSOFT, I will return to MICROSOFT all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes and tapes, and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, identification cards or other property belonging to MICROSOFT.
12. **Non-Competition.** For a period of six months after termination of my internship, I will not accept employment or engage in activities directly or indirectly competitive with the products (including actual or demonstrably anticipated research or development) on which I worked or about which I learned, proprietary or confidential or trade secret information while interning at MICROSOFT.
13. **Non-Solicitation.** While an intern at MICROSOFT and for a period of one year from the termination of my internship, I will not induce or attempt to influence directly or indirectly, any employee or intern of MICROSOFT to terminate his employment or internship with MICROSOFT or to work for me or any other person or entity.
14. **Personal Property.** I agree that MICROSOFT will not be responsible for loss, disappearance, or damage to personal property on MICROSOFT premises, or if applicable, on residential premises subsidized by MICROSOFT (including apartments or temporary housing). I hereby release, discharge, and hold MICROSOFT harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.
15. **Equitable Relief.** I acknowledge that any violation by me under this Agreement, and/or any obligation of like nature, will cause irreparable injury to MICROSOFT, and MICROSOFT shall be entitled to extraordinary relief in any court in India, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.
16. **Attorneys' Fees.** If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

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17. **Entire Agreement.** I agree that this Agreement shall be governed for all purposes by the laws of India and that venue for any action arising out of this Agreement shall be the courts of India. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford MICROSOFT the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire Agreement of the parties as to the subject matter hereof and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party. The terms and conditions of this Agreement shall survive termination of my internship.
18. **Effective Date.** I agree that the terms and grants contained in this Agreement shall apply from the first day that I effectively join or joined MICROSOFT, or as per the start date indicated in my offer letter, whichever is earlier.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name on this _____ day of _____, 2015.

(Signature)

Inventions listed on attached: _____ Yes _____ No

Witness

Witness

Signature of candidate

Microsoft India (R&D) Pvt. Ltd.



The following documents/information are required by us on the date of joining.

- Signed Offer Letter
- Signed NDA-signed on each page
- Copy of PAN Card
- Emergency Contact Details
 - Emergency contact name, relationship, address, work and home phone
 - Marital Status
 - Date of Birth
 - Current Address and home phone number

A handwritten signature in black ink, appearing to be "H. K. S.", written over a faint circular stamp.

Signature of candidate

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