



Microsoft India (R&D) Pvt. Ltd.

807, New Delhi House,
Barakhamba Road,
New Delhi-110001,
CIN No. U72200DL1998PTC093824.

2/8/2024

Abhishek Gupta
2nd Floor, 21/31 Mall Road
Opposite Vishwavidyalaya metro parking, Delhi-110054
New Delhi

Dear Abhishek,

Microsoft India (R&D) Pvt. Ltd. (the **Company** or **Microsoft**) is pleased to offer you the position of **Software Engineer**. This role will be based in **Hyderabad** or such location as may be determined as per the needs of the business. Any such change will be communicated to you in writing, by the Company. Additionally, at the Company's sole discretion you may be transferred to any of the Company's affiliates (including parent or subsidiaries) as well as seconded from the Company to any of its clients or customers, within India or outside India depending on business needs.

Your effective start date will be mutually determined and communicated to you in writing.

With this role, your level would be **59**.

This Offer Letter along with the Employment Agreement together govern your employment with the Company. Further details pertaining to your terms and conditions of your employment are listed in the Employment Agreement.

Compensation: The compensation package associated with this offer is as follows:

- a. Base Salary: Your total base salary will be **INR 1,500,000.00** per annum, payable monthly in arrears. The base salary has two components, (a) Basic and (b) Allowances.
- b. Basic Salary: Your basic salary will be **INR 708,000.00** per annum and is **47.2%** of the base salary.

- c. Allowances: You shall be entitled to a sum of **INR 792,000.00** per annum (**52.8%** of the base pay) towards allowances detailed below
- Housing Rent Assistance (**HRA**): You will be entitled to HRA as per Company policy.
 - Leave Travel Allowance (**LTA**): You will be entitled to LTA as per Company policy.
 - Company contribution to the Provident Fund.
 - Special Allowance: This will equal the residual amount after factoring the above components into your eligible gross allowances.

Your next revision of the base salary will be in accordance with the merit review cycle of the Company at the sole discretion of the Company. The performance reviews occur once a year and include eligibility to receive an annual bonus and merit increase opportunity.

Signing Bonus: We are pleased to offer you a signing bonus in the total gross amount of **INR 500,000.00**, less applicable tax withholdings. The signing bonus will be payable in two installments.

The first installment of **INR. 250,000.00/-** will be paid within the first 2 payroll cycles following your start date, assuming you remain continuously employed by the Company or any Microsoft subsidiaries through that date. If you continue to remain employed following 12 calendar months from your start date, the second installment of **INR 250,000.00/-** will be paid within 30 days following the anniversary of your start date.

You will be entitled to retain the first installment on the condition that you remain continuously employed by Microsoft or its subsidiaries for one year after your start date. Your entitlement to retain the second installment is conditional on you remaining continuously employed by Microsoft or its subsidiaries for two years after your start date.

- a. Recovery of Signing Bonus: In the event of your exit from the Company (or its Subsidiaries) before the completion of 24 calendar months from the date of your joining the Company, the Signing Bonus will be recovered in full as per the details mentioned below, by the Company.

You hereby authorize Microsoft to withhold the repayable amounts from any monies owed to you. Any tax liability in this regard shall be borne by the employee.

<u>Payment of Signing Bonus</u>	<u>Employment Tenure</u>	<u>Amount (%) Recoverable</u>
First Installment (within first 2 payroll cycles following the start date)	a. Within 6 months of start date	a. 100%
	b. Between 6 to 12 months of start date	b. 50%
Second Installment (within 30 days of first anniversary of Start Date)	a. Within 6 months of first anniversary date	a. 100%
	b. Between 6 to 12 months of first anniversary date	b. 50%

On-Hire Stock Award:

You will be granted an On-hire Stock Award for shares of Microsoft Corporation common stock, subject to approval by the Compensation Committee of Microsoft's Board (or its delegates). The number of shares will be calculated by dividing **35000 (USD)** by the closing Microsoft stock price on a future date as per Company Policy at the time (typically the 15th of the month immediately following the month in which your start date occurs). On-Hire Stock Awards are generally approved on a monthly basis, with commencement of the On-Hire Stock Award on the approval date. All awards and grants are subject to acceptance of the 2017 stock award plan terms and conditions. The value of Microsoft Corporation shares vested is treated as a taxable perquisite and is subject to applicable withholding taxes.

Annual Stock Award:

You are also eligible to be considered for future Stock Awards based on your start date.

Incentive Plan:

You will also be eligible for an annual bonus, ranging from zero to a maximum of **20%** of your bonus eligible salary during the rewards period based on your performance. Your first eligibility for a bonus will be determined based on your start date and will be reviewed each year per Microsoft eligibility rules.

Relocation allowance:

Upon acceptance of your offer for employment, if you need to relocate to your location of employment, you would be entitled to avail relocation benefits offered by the Company.

A one-time taxable Relocation Cash Allowance of **INR 59,000.00** will be paid in accordance with payroll requirements and its processed post your start date.

As you have opted for the lumpsum relocation payout, a one-time grossed up payout of **INR 300,000.00** will be paid in accordance with payroll requirements to be processed post your start date.

In the event that you choose to leave the Company within 12 months of the start of your job responsibilities (start date for new hires or internal transfer date), relocation cash allowances and any monies paid by Microsoft on your behalf for relocation and Tax services as described in the domestic relocation policy, must be returned to Microsoft as per the policy guidelines. All supplier services will cease immediately.

Background Verification:

You agree that the Company's offer/the employment with the Company is contingent and subject to the conclusion and positive outcome of the Company's background verification process. The Company may any time, at its sole discretion, conduct this process. In the event of unsatisfactory outcome of such verification, the Company reserves the right to withdraw/revoke the offer before you joining the Company, and/or terminate your employment after you have joined the Company.

Non-Disclosure Agreement:

Should you accept this offer, you will be required to agree to specific non-compete and non-solicitation obligations, which will be further detailed in your Individual Employment Agreement.

Termination: Your employment will be for an indefinite period, terminable as outlined in your Individual Employment agreement.

Acceptance of Offer: Please indicate your acceptance of this offer by electronically signing and submitting this offer letter.

Microsoft is a place where driven, passionate, and creative people are continuously empowering the world to achieve more. Abhishek, we look forward to you joining us to achieve your fullest potential.

Yours sincerely,



Daniel Picardo
C&B Leader, India

☒ I Accept Abhishek Gupta 2/8/2024 2:41 PM

By checking this box, you are acknowledging that you have received and read this document.
Checking the checkbox above is equivalent to a handwritten signature.