

6 September 2019

Naginder Singh Virdi
A/2. Lodha Apartments, C.S.T. Road
Kalina, Santacruz East, Singapore

Dear Naginder,

Technical Specialist

I am delighted to inform you that your application for the above position has been successful. I am therefore pleased to offer you the position of **Technical Specialist** reporting to **Specialist Manager**. This position will be at **Level 62** and **your base annual salary will remain as SGD 182,700**. The Compensation Plan is **T5** with AWS equivalent to one month's salary.

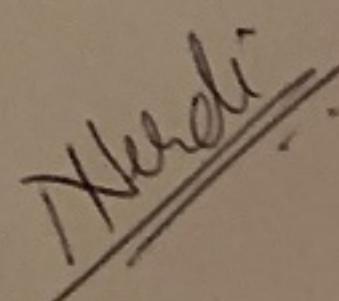
You will be invited to participate in the Worldwide Incentive Compensation (WWIC) Plan. This plan is subject to change in accordance with plan rules and policies. The following summarizes the compensation and terms of the FY2020 plan. This summary is not intended to modify the plan rules, which you will be provided once you start in role.

The Total Target Incentive (TTI) for the plan is comprised of two different components: a Revenue Based Incentive (RBI) and a Core Priority Based Incentive (CBI). The plan provides a TTI of 25% of your base salary. The RBI carries a weight of 25% and the CBI carries a weight of 75% of the TTI - a target opportunity of 6% of base salary for the RBI and a target opportunity of 19% of base salary for CBI. Assuming you meet all the eligibility requirements for each payment, your annual TTI will be prorated based on the number of days you are in an eligible position.

Your RBI payout will be based on quota performance during the fiscal months you are on quota for the applicable measurement period for your plan (i.e., fiscal year, half year, or quarter, depending on the plan to which you are assigned). You must satisfy all of the eligibility requirements in order to receive an RBI advance or final RBI payment. It is anticipated, but not guaranteed, that advance payments will be paid within 45 days of the close of the fiscal quarter (unless you opt-out of such advances). The final year-end payment, less any advance(s) received is anticipated, but not guaranteed, to be paid in August 2020. RBI advances are unearned. Your RBI final payment is not earned until the close of the calculation and reconciliation period following the end of the fiscal year. If your employment with Microsoft ends during the fiscal year, you will be required to repay advance payments in accordance with the WWIC plan rules.

The CBI target opportunity is 19% of your bonus eligible salary during the rewards period, with an overall range of 0% - 57%. Your actual CBI can be higher or lower than the target and will be based on your performance during the fiscal year. You must satisfy all the eligibility requirements in order to receive a CBI payment. Your first eligibility for a CBI will be determined based on your start date and will be reviewed each year per Microsoft eligibility rules.

Nothing in this offer letter is meant to supersede the rules applicable to your participation in the incentive compensation plan, and to the extent any statements in this letter conflict with such rules, the plan rules will control.

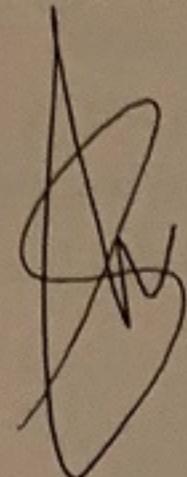


Your transition date as determined by David Chandra will be on a **mutually agreed date**.

All other terms and conditions remain the same as your original offer letter from Microsoft Operations Pte. Ltd. The terms of this offer are confidential, and you are expected to maintain that confidentiality at all times.

Please indicate your acceptance of offer contained in this letter by signing and returning this letter within 5 working days, after which time this offer expires. We look forward to having your contribution in this role. If you have any questions, please contact your **Recruiter or HR**.

Yours sincerely,



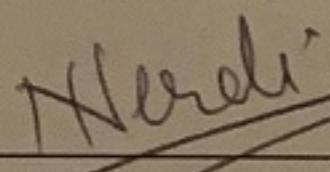
Sambin Sharma

Human Resources Manager, APAC

I accept the above offer and will commence on:

TBA

Signed:


~~Narendi~~

Dated:

10/09/2019

MICROSOFT OPERATIONS PTE LTD – “NDA 1”

NON-DISCLOSURE AGREEMENT (“Agreement”)

MICROSOFT EMPLOYEES

This is a Non-Disclosure Agreement for employees.

In consideration of the employment offered to me by Microsoft Operations Pte Ltd ("Microsoft"), and the remuneration payable to me as an employee of Microsoft, I acknowledge and agree as follows:

1. Best Efforts/Conflicting Interest/Moonlighting.

I will diligently perform my assigned duties and devote my entire working time, abilities and efforts to such duties and to furthering the best interests of Microsoft. During my employment, I will not engage in any activity or investment that:

- (a) conflicts with business interests of Microsoft or of any Microsoft Affiliate, including without limitation, any business activity not contemplated by this Agreement;
- (b) occupies my attention so as to interfere with the proper and efficient performance of my duties for Microsoft; or
- (c) interferes with the independent exercise of my judgment in Microsoft's best interests.

An investment by me of less than 1% of the shares of a company traded on a registered stock exchange is not a breach of this term of this Agreement.

I will comply with all Microsoft policies, as amended from time to time, as published on the Microsoft intranet site, including policies regarding disclosure and approval of work outside of Microsoft (ie. “moonlighting” activities), conflict of interest and equity holding.

In this Agreement, a “**Microsoft Affiliate**” means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, which has direct or indirect control of, is controlled by, or is under common control with Microsoft, including without limitation, Microsoft Corporation, U.S.A..

2. Termination of Employment By Microsoft.

Notwithstanding any other term of my contract of employment with Microsoft, Microsoft may at any time without notice or payment in lieu terminate my employment if I breach or fail to comply with any term of this Agreement.

3. Non-Disclosure.

During and at all times after my employment with Microsoft, I will not disclose to anyone outside Microsoft nor use for any purpose other than my work for Microsoft or a Microsoft Affiliate:

- (a) any Confidential or Proprietary Information or Trade Secrets; or
- (b) any information Microsoft has received from others that it is obligated to treat as confidential or proprietary.

I will not disclose Confidential or Proprietary Information or Trade Secrets to other Microsoft employees except on a "need-to-know" basis, and I will not disclose third party confidential or

D. Norelli

proprietary information except as permitted by any applicable agreement between Microsoft and the third party.

"Confidential or Proprietary Information or Trade Secrets" means all data and information in whatever form, including information in an electronic form, tangible or intangible, that is not generally known to the public and that relates to the business, technology, practices, products, marketing, sales, services, finances, or legal affairs of Microsoft, Microsoft Affiliates or any third party doing business with or providing information to Microsoft or a Microsoft Affiliate, including without limitation: information about actual or prospective customers, suppliers and business partners; trade secrets; business, sales, marketing, technical, financial and legal plans, proposals and projections; concepts, techniques, processes, methods, systems, designs, programs, code, formulas, research, experimental work and work in progress.

If I have any questions as to what comprises such Confidential or Proprietary Information or Trade Secrets, or to whom if anyone it may be disclosed, I will consult my manager.

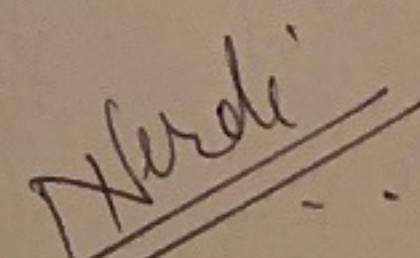
4. Assignment of Inventions.

I will make prompt and full disclosure to Microsoft, will hold in trust for the sole benefit of Microsoft, and will assign exclusively to Microsoft all my right, title, and interest in and to any and all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets including all intellectual property rights (together, "**Inventions**") together with the right to take action in respect of past infringements that I solely or jointly may conceive, develop, author, reduce to practice or otherwise produce during my employment with Microsoft. I waive and forever release and discharge Microsoft from any and all claims of any nature whatsoever that I have now or may have in the future for infringement of any patent application, patent, or other intellectual property right relating to any Inventions so assigned to Microsoft.

My obligation to assign shall not apply to any Invention about which I can prove all of the following:

- (a) it was developed entirely in my own time;
- (b) it was developed without the use of any equipment, supplies, facilities, services or Confidential or Proprietary Information or Trade Secrets of Microsoft;
- (c) it does not relate (i) directly to the business of Microsoft or any Microsoft Affiliate or (ii) to the actual or demonstrably anticipated business, research or development of Microsoft or any Microsoft Affiliate; and
- (d) it does not result from any work performed by me for Microsoft or any Microsoft Affiliate.

I will assign to Microsoft or its nominee all my right, title, and interest in and to any and all Inventions full title to which may be required to lie in a government by any contract between Microsoft and that government or any of its agencies. In addition to the rights provided to Microsoft under clause 5 below, as to any Invention complying with clause 4(a)-(d) above that in Microsoft's opinion results in any product, service or development with potential commercial application, Microsoft shall be given the right of first refusal to obtain exclusive rights to the Invention and such product, service or development.

A handwritten signature, appearing to read "D. Herde", is written over a single diagonal line that extends from the bottom left towards the top right of the page.

5. Excluded and Licensed Inventions.

I have attached a list describing all Inventions belonging to me and made by me prior to my employment 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. As to any Invention in which I have an interest at any time prior to or during my employment, if I use or incorporate such an Invention in any released or unreleased Microsoft product, service, program, process, machine, development or work in progress, or if I permit Microsoft to use or incorporate such an Invention, Microsoft is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to exercise any and all rights with respect to such Invention, including the right to protect, make, have made, use, and sell that Invention without restriction as to the extent of my ownership or interest.

I warrant that I have not and will not use or incorporate an Invention to which I (or my employer) have no right, title or interest in any released or unreleased Microsoft product, service, program, process, machine, development or work in progress, or if I, with Microsoft's prior express written consent, use or incorporate such an Invention, I warrant that I shall procure that Microsoft is granted and shall have an exclusive royalty-free, irrevocable, worldwide licence to exercise any and all rights with respect to such Invention, including the right to protect, make, have made, use and sell that Invention without restriction.

6. Applications for Copyrights & Patents.

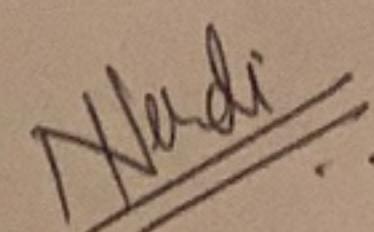
During and at all times after my employment with Microsoft, I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If because of my incapacity or for any other reason Microsoft is unable to secure my signature to apply for or pursue any application for or registration of any patent or copyright (whether in the U.S., Singapore or in some other nation or territory) covering Inventions assigned to Microsoft as stated above, I irrevocably appoint Microsoft and its duly authorised officers and agents as my agent and attorney in fact, to act in my stead to execute and file any such applications and to do all other lawful acts to further the prosecution, issuance, maintenance or enforcement of such patent applications, patents and copyrights (whether in the U.S., Singapore or in some other nation or territory) with the same legal force and effect as if executed by me. I will co-operate with any action taken by or enquiry engaged in by Microsoft in seeking to rely on and/or enforce the terms of this Agreement, including without limitation testifying at Microsoft's request and expense in any legal proceeding arising during or after my employment.

7. Moral Rights.

I consent to all uses by Microsoft, Microsoft Affiliates, permitted licensees, successors in title or persons approved by any of them, of any works or other subject matter that I create or develop or which I have created or developed during my employment with Microsoft, including (without limitation) doing or omitting to do anything in relation to any works or other subject matter which I have created or developed or will create or develop, either solely or jointly in the course of my employment with Microsoft which would otherwise be in breach of any of my moral rights. I acknowledge that the consent given in this clause is not based on any representations by Microsoft or anyone else about the use of these works or other subject matter.

8. Prior Employers & Obligations.

I warrant that my employment with Microsoft will not breach or conflict with any employment, confidentiality, restrictive covenant or other agreement or obligation to which I am subject.



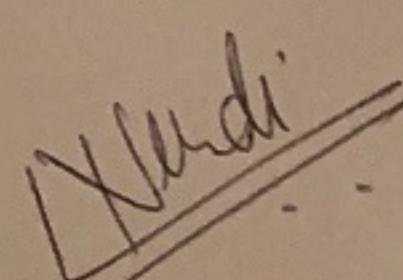
During my employment with Microsoft I will not use or disclose to Microsoft any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-venturers, clients, customers, or suppliers, and I will not bring onto Microsoft's premises any unpublished document or any property belonging to any such persons or entities without their consent. I will honour any non-disclosure, proprietary rights or other contractual agreements I may have with any person or entity, and I have disclosed to Microsoft any such agreements that may bear on my employment with Microsoft.

9. Return of Materials.

When my employment with Microsoft ends, I will immediately return to Microsoft, or delete or destroy, as directed by Microsoft, all papers, drawings, notes, manuals, specifications, designs, devices, code, email, documents, diskettes and tapes, and any other media or material in any form containing any Confidential or Proprietary Information or Trade Secrets, as defined in paragraph 3 above. I will also return any keys, access cards, credit cards, identification cards and all other property and equipment belonging to Microsoft. All materials, data and information stored on or transmitted using property or equipment owned or leased by Microsoft is the property of Microsoft and is subject to access by Microsoft at any time without further notice.

10. Non-Competition & Non-Solicitation.

- (a) During my employment and for the Restricted Period following the termination of my employment with Microsoft (for whatever reason), I will not, without the prior written consent of Microsoft:
 - (i) accept employment or engage in activities anywhere within the Restricted Zone directly or indirectly competitive with products, services or projects (including actual or demonstrably anticipated research or development) on which I worked or about which I learned Confidential or Proprietary Information or Trade Secrets while employed at Microsoft; or
 - (ii) accept employment with or provide services to any competitor of Microsoft anywhere within the Restricted Zone in circumstances where the nature of the employment or the services provided has or has the potential to materially assist that competitor to compete with Microsoft; or
 - (iii) anywhere within the Restricted Zone render services in any capacity to any client or customer of Microsoft for which I performed services during the twelve months prior to leaving Microsoft's employ; or
 - (iv) induce, attempt to induce, or assist another to induce or attempt to induce any person to accept any employment with or engagement by any person or entity which competes or has the potential to compete with Microsoft or any Microsoft Affiliate anywhere within the Restricted Zone .
- (b) For the purposes of this clause 10 "Restricted Period" means 6 months.
- (c) For the purposes of this clause 10 "Restricted Zone" means such countries as I carry out substantive duties in the course of my employment.



- (d) The undertakings in clause 10 are separate, distinct and severable. If any part of an undertaking in this clause 10 is unenforceable, it may be severed without affecting the remaining enforceability of that or the other undertakings.
- (e) By accepting the terms of this agreement I agree that the restraint in this clause 10 is reasonable and fair, and that it is my intention that this restraint and any part of it be enforceable against me by Microsoft to the maximum extent permissible by law.
- (f) If during or after my employment with Microsoft I seek work elsewhere, I will provide a copy of this Agreement to any persons or entities by whom I am seeking to be hired before accepting employment with or engagement by them.
- (e) While the undertakings and agreements in this Clause 10 are considered by Microsoft and me to be reasonable in all circumstances, if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with reduced in scope, the said undertakings and agreements shall apply with such modifications as may be necessary to make them valid and effective.

11. Reimbursement.

I authorise Microsoft to, at any time during or following my employment, withhold from any monies it otherwise owes me (including without limitation salary, bonus, commissions, expense reimbursements and any Employee Share Purchase Plan refunds): any and all monies due to Microsoft from me (including without limitation cash and travel advances, amounts I owe the Company Store, overpayments made to me by Microsoft, amounts received by me due to Microsoft's error, unpaid credit or phone card charges, or any debt I owe Microsoft for any reason, including misuse or misappropriation of company assets).

Further, I agree that Microsoft may condition the exercise of any stock options I may receive by requiring me to:

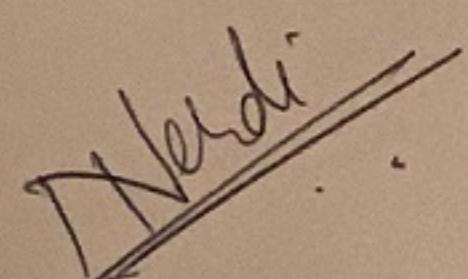
- (a) sell a sufficient number of shares to generate cash to repay any such amounts I owe to Microsoft; and
- (b) remit such cash to Microsoft.

12. Personal Property.

I agree that Microsoft is not responsible for loss of or damage to any of my personal property on Microsoft premises or, if applicable, on residential premises subsidised by Microsoft (including apartments or temporary housing). I forever unconditionally and irrevocably release, discharge and hold Microsoft harmless from any and all claims relating to loss of or damage to such personal property.

13. Equitable Relief.

I acknowledge that any failure by me to comply with the terms of this Agreement will cause irreparable injury to Microsoft and will entitle Microsoft to extraordinary relief in court, including but not limited to temporary restraining orders and preliminary and permanent injunctions.



14. Non-Waiver & Legal Fees.

Waiver by either me or Microsoft of strict performance of any provision of this Agreement will not be a waiver of, nor prejudice either party's right to require, strict performance of such provision or any other provision in the future. If court proceedings are brought to enforce or interpret any provision of this Agreement, the prevailing party will be entitled to an award of reasonable and necessary expenses of litigation incurred in the course of such proceedings, including reasonable legal fees on a solicitor/own client basis.

15. Indemnification

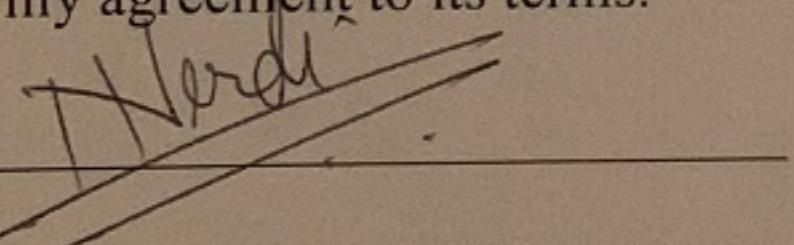
I agree to keep Microsoft forever unconditionally and irrevocably indemnified against all actions, costs, claims, sums, demands, losses or damages (including legal fees on a solicitor/own client basis) which Microsoft may suffer or for which Microsoft may become liable in respect of or arising from any breach by me of any term or condition of, or obligation contained in, this Agreement.

16. General.

I agree that this Agreement shall be governed for all purposes by the laws of Singapore as such laws apply to contracts performed within Singapore by its residents and that non-exclusive venue and non-exclusive personal jurisdiction for any action arising out of this Agreement shall lie in a court of competent authority in Singapore. If a court declares any provision of this Agreement excessively broad, it shall be enforced to the maximum extent permissible by law. If a court declares any provision of this Agreement void, it shall be severed from this Agreement, the remainder of which shall remain in full force and effect. This Agreement sets forth the entire agreement of Microsoft and myself as to the subjects dealt with in it, and it may not be modified except by a subsequent written agreement signed by me and an authorised officer of Microsoft and containing language expressly stating Microsoft's agreement to modify the terms of the Agreement. I acknowledge and agree that any prior representations pertaining to the subject matter of this Agreement are superseded by this Agreement and not relied on by me. I am not entitled to rely and shall not rely on any future representations to the contrary, whether written or verbal, express or implied by any statement, conduct, policy, handbook, guideline or practice of or by Microsoft or its employees or agents. Any such future contrary representations will not modify any term of this Agreement. The terms and conditions of this Agreement shall survive termination of my employment with Microsoft.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to me, I sign my name this 10 day of September, 2019, as acknowledgment of my agreement to its terms.

Signature



Name (Print)

Inventions listed on attached: Yes No