

Confidential

April 18, 2016

Dear **Mr. 胡大鹏**,

Microsoft (China) Co., Ltd. (the “Company” or “Microsoft”) is pleased to confirm our offer to you with the terms & conditions listed below. You shall treat the information of this offer with utmost confidentiality. This offer letter is NOT a labor contract, and you are required to sign labor contract with the Company in the format provided by the Company when you on-board. The below terms and conditions will be incorporated into your labor contract.

1. Position:

Your initial position with the Company will be **Senior Software Engineer** based in **Beijing**, reporting to **Yifung Lin**. Your effective start date will be a mutually agreeable date which should be within 60 days from your first acceptance of this position.

2. Compensation:

1) Annual Base Salary:

The Company offers you a starting base salary of **RMB554,500** per year. Your monthly base salary is the annual starting base salary divided by 12 months, and is subject to individual income tax.

Please be advised that, if your actual start date with the Company is on or after the payroll cut-off date for the month you join, your salary for the joining month will be paid along with the salary of the following month. While income for your 1st month and 2nd month will be separately taxed so there will not be income tax impact on you.

2) Incentive Plan (C5):

You will also be eligible for an annual bonus, ranging from zero to a maximum of 30% 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.

3. Benefits:

The Company provides a range of benefits summarized as below:

1) Leave

a. Annual Leave: You will be granted 15 working days annual leave for the first 5 service years, with 1 additional day added after completion of each one year service starting from the 6th year, and subject to a cap of 20 days per year. For the 1st service year, your annual leave will be pro-rated starting from your on-board date.

b. Sick Leave: You will be granted 15 working days sick leave with full payment per calendar year.

2) Social Insurance & Housing Benefit – The Company will follow both the state and local regulations for your social insurance and statutory housing fund contributions. In addition, a housing allowance (which equals 10% of your monthly base salary minus your statutory housing fund contribution the Company has to withhold from your monthly payroll) will be paid with monthly payroll and be subject to income tax. Per government requests, your valid Chinese ID

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number has to be provided for your statutory social insurance and statutory housing fund contribution.

3) Commercial Insurance (“Insurance”)

- a. The Company will purchase **Life Insurance** and **Accidental Insurance** for you after your commencement of employment.
 - b. In addition to social medical insurance, we also provide you **Supplementary Medical Insurance** to cover reasonable medical expenses, occurred within PRC (for the purpose of this letter, “PRC” does not include Hong Kong, Macau and Taiwan) for you after your commencement of employment.
 - c. The placement of the Insurance is subject to individual income tax as per applicant statutory requirements. The Company shall deduct individual income tax accordingly.
- 4) The Company also provides other benefit items, and you can access our on-line Employee Handbook for detailed policies of this part.

All the compensation and benefit items are subject to change based on any amendment of government regulations and Microsoft policies.

4. **Probation Period:** There will be a six (6) months probationary period. Within this period, should the Company determine that you do not completely meet the recruiting standard, your employment may be terminated.
5. **Employee Affidavit:** You are required to sign the Employee Affidavit, together with the Labor Contract after you are on-board. This document sets out a number of conditions of employment with the Company, including conditions as to the use by you of confidential and proprietary information, and ownership and use of intellectual property. The Employee Affidavit may also contain a post employment non-competition and non-solicitation restraint, subject to detail clauses as provided in the Labor Contract. A number of the obligations imposed on you by the Employee Affidavit will continue after the cessation of your employment with the Company. Compliance with the Employee Affidavit is a fundamental term of your employment. Our offer of employment is conditional upon your acceptance of the terms and conditions set out in this letter, the Employee Affidavit and the Labor Contract.
6. **No confidential information of current or previous employer:** The Company has extended this offer to you based on your general knowledge, background, experience, skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. In this regard, you should be extremely careful not to bring to the Company any documents or other materials in tangible form belonging to or acquired from any current or prior employer.
7. **Confidentiality:** The terms of this offer are confidential and you are required to at all times maintain that confidentiality.
8. **Additional Conditions:** This offer letter will take effect only if all of the following conditions are satisfied:
- ◆ Signing the original and duplicate copies of this offer letter and return the original copy to the Company within 5 working days from the date of this Offer Letter.
 - ◆ **Endorsement of your resignation** from the prior employer, if applicable;
 - ◆ **Settling your personnel file** within 3 months after you are on-board, and we will provide you with reasonable assistance in securing such authorizations;

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- ◆ Completion of satisfactory background check, if applicable;

9. **Revocation of this Offer Letter:** Unless you and the Company expressly agree, otherwise, this Offer Letter shall be automatically revoked, and all terms offered herein shall become nullified, upon occurrence of any of the following events:

- ◆ You fail to accept this Offer Letter and the terms contained herein by signing this Offer Letter within 5 working days of the date of this Offer Letter;
- ◆ You fail to sign Labor Contract with the Company and other documents as the Company may reasonably require of you within 30 days of you starting work with the Company;
- ◆ You fail to settle your personnel file with Microsoft within 3 months after you on-board;
- ◆ You fail to start working at the location designated in the Offer Letter by the date as you and the Company has agreed – if such a date has been agreed.
- ◆ You fail to maintain the confidentiality of the content of this letter.
- ◆ Please note this offer is contingent on favorable completion of a background screening.

We feel that you will make a substantial impact upon the future direction and success of our company. We look forward to your joining Microsoft!

Yours sincerely,



I fully understand and accept the above offer and will commence employment on:

Kevin Jiang
Sr. Recruiter
Microsoft (China) Co., Ltd.

Print Name: 胡大鹏

Signature: _____

Date: _____