

TO: **Lorna W. Muchangi**

DATE: 19/04/2022

SUBJECT: Microsoft Corporation ("Microsoft") Stock Award

Congratulations! Effective from your first day of employment at Microsoft, pay and benefits programs is scheduled to commence. At that time, as a new employee of the Microsoft company group, you will be granted an On-hire Stock Award for shares of Microsoft common stock, subject to approval by the Compensation Committee of Microsoft's Board (or its delegate). The number of shares will be calculated by dividing **USD 12,000** by the closing Microsoft stock price on a future date (typically around the 15th of the month immediately following the month in which your start date occurs). Your Stock Award will be subject to the terms of Microsoft's 2001 Stock Plan and its form of Stock Award Agreement. On-Hire Stock Awards are approved on a monthly basis, and vest during your continuous service over a four-year period.

The award will vest as follows:

- 25% one-year from award date
- An additional 6.25% every three months thereafter, until fully vested.

You may also eligible to be considered for future Stock Awards based upon your eligibility within Microsoft's annual rewards allocation process with Stock Awards granted at the end of August.

Please note that Microsoft can grant Stock Awards to you only if and as long as it is permitted and feasible under applicable laws. Further, Microsoft may decide to cease granting Stock Awards to all or any persons. You have no right to any other grant of Stock Awards or other awards by Microsoft.

You should also know that any Stock Awards granted to you are an additional benefit given to you by Microsoft Corporation and not by your employer or any other of Microsoft's subsidiaries or affiliates. Therefore, any Stock Awards and any shares acquired pursuant to the award are not part of your employment relationship with your employer and are completely separate from your salary or any remuneration or benefits provided to you by your employer. This means that any gain you realize from the Stock Awards will not be included when calculating any severance payments, bonuses, termination compensation, payments during a notice period, indemnity or any other employment-related benefit that you may receive from your employer.

You will be responsible for complying with any applicable legal requirements in connection with your participation in the Plan and for any tax or social insurance contribution obligations arising from the Stock Awards and any shares received pursuant to the Stock Awards, including any employer obligations that Microsoft has determined may legally be transferred to you and regardless of any tax and social insurance contribution withholding and/or reporting obligation of Microsoft or your employer. You agree to seek advice from your personal accountant or tax advisor at your own expense regarding the tax implications of any Stock Awards granted to you.

Finally, as will be further set forth in your Stock Award Agreement, all disputes relating to the Stock Award grant shall be governed by laws of the state of Washington, U.S.A., and you and Microsoft agree that any claim or litigation related to the Stock Award grant shall be conducted only in the courts of King County, Washington, or the federal courts for the United States for the Western District of Washington.

Sincerely,




Kristen Dimlow

Corporate Vice President, Total Rewards

Microsoft Corporation

ACKNOWLEDGED AND AGREED:

By: Lorna Wanjiru Muchangi 

Date: 29 April 2022