



7/27/2020

Sai Nikhil Thirandas
1102 Boylston St
Apt 2
Boston – 0

Dear Sai Nikhil,

Microsoft Global Services Center (India) Pvt. Ltd. having its registered office at 807, New Delhi House, Barakhamba Road, New Delhi-110001, CIN No. U74140DL2005PTC134963 ("the Company") is pleased to offer you the position of Software Engineer 2. You will initially report to Sonal Sawhney and, or, any other person as decided by the Company from time to time. You will be based in Hyderabad with office at Building 1, Microsoft Campus, Gachibowli, Hyderabad - 500032 or any other place/city within India or outside India as decided by the Company from time to time. 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.

Your employment shall commence with effect from 10/26/2020 or your actual date of joining. In the event you fail to join on or before 10/26/2020 this contract shall stand terminated unless extended at the sole discretion of the Company. You must treat the details of this offer with utmost confidentiality.

The Company has extended this offer to you based upon 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. As a condition of employment with the Company, you will be expected to sign a Non-Disclosure Agreement ("**NDA**") in which you agree not to disclose or use confidential or proprietary information or trade secrets of any current or prior employer. 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.

The terms and conditions of your employment with the Company are as follows:

A. COMPENSATION

1. Base Salary

Your total base salary will be **INR 2,995,000.00/-** per annum, payable monthly in arrears. The base

salary has two components, (a) Basic and (b) Allowances.

(a) Basic Salary: Your basic salary will be **INR 1,413,640.00/-** per annum and is 47.2% of the base salary.

(b) Allowances: You shall be entitled to a sum of **INR 1,581,360.00/-** per annum (52.8% of the base pay) towards allowances detailed in **Schedule A** hereof.

For allowances the Company currently offers a flexible allowance, pay package details of which will be made available to you at the time of joining. In the flexible allowances, the employer contribution of the Provident Fund is included.

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 includes eligibility to receive an annual bonus and merit increase opportunity.

B. OTHER ENTITLEMENTS

Your other entitlements, as may be determined by the Company Policy, for the time being in force are as follows:

1. Bonus/Incentive Program

You will be eligible for an annual bonus, up to a maximum of 20.00% prorated, based on your performance, and which will be reviewed each year per Microsoft eligibility rules. Your first eligibility for annual bonus will be determined based on your start date and would be prorated.

1.1 On-Hire Stock Award

You will be granted On-Hire Stock Award of shares of Microsoft Corporation, USA, common stock, subject to approval by the Compensation Committee of Board of Microsoft Corporation, USA (or its delegates). The number of shares granted will be calculated by dividing the USD 32000 (USD) specified in your offer letter, by the closing Microsoft stock price on a future date as per Company policy in vogue (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 MS Corp shares vested is treated as a taxable perquisite and is subject to applicable withholding taxes.

2. Provident Fund Scheme

You shall be eligible to participate in the Provident Fund Scheme set up by the Company in accordance with the Company Policy in this regard. The Company's contribution to the Provident Fund is a part of the Allowances.

3. Gratuity Scheme

You shall be eligible to participate in the Gratuity Scheme of the Company in accordance with the

Company Policy in this regard.

4. Leave

You will be entitled to various types of leave as specified in Benefits Summary under the section 'Leave'. The Company encourages you to avail planned leave approved by your Manager. Such leave should in no way adversely impact your work.

All the above entitlements shall be provided in accordance with the Company's policy in this regard and at the sole discretion of the Company.

C. TERMINATION

1. With or Without Cause

Either party shall be free to terminate this employment agreement at any time during your employment, with or without cause, upon forty-five (45) days prior written notice by the party desirous of terminating this employment agreement or payment of equivalent salary in lieu thereof. Provided that in the event you choose to terminate this agreement as aforesaid, the Company may, in its sole discretion, choose to accept your termination and relieve you of your duties prior to the expiry of your notice period and pay you salary for the unexpired period of your notice. If you wish to avail leave during the notice period, your notice period will get extended in proportion to the number of leaves availed during the notice period.

2. Breach or Misconduct

Notwithstanding anything herein, the Company shall be entitled to terminate this employment agreement, without notice, in the event you are found 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; (iii) any breach of this employment agreement, the NDA or the Company policy; and, or, (iv) unauthorized absence beyond a period of seven (7) days.

3. Termination for poor performance

The Company may at its sole discretion terminate this employment agreement, without notice, in the event that you continue to perform poorly in the discharge of your duties or in the conduct of the Company's business, despite being given reasonable opportunities to improve including but not limited to a formal performance improvement plan. Your refusal to adhere to a performance improvement plan or terms & conditions thereof, as and when required by the Company, shall amount to a breach of this Agreement.

4. Post termination obligations

Upon termination or resignation, whether for cause or without cause, you shall:

- a. not at any time thereafter, make any untrue, disparaging or misleading, oral or written statements, about the Company or its business, in or on any medium or platform including but not limited to any electronic medium, social networking site, internet blog, interviews, etc.

Further, you will not represent or permit yourself to be held out as being in any way connected with, directly or indirectly, or being interested in the business of the Company, except as a former employee of the Company for the purpose of communicating with prospective employers or complying with any applicable statutory requirements; and

b. not at any time thereafter use the name of the Company or any other name capable of causing confusion when used therewith (whether by using such names as part of a corporate name or otherwise).

Additionally, upon termination or resignation of your employment, but before the last pay of monthly service compensation (i.e., Final payment), a final payment and release of all claims settlement shall be drawn up and sent to you either in a physical format or electronic format by the Company or any authorized agent of the Company. The final payment is subject to any deduction by the Company of any outstanding loans or other amounts demonstrably due from you, or any withholding or deduction from any validly accrued statutory payments (to be made to you), such as gratuity, that are so withheld or deducted by the Company, due to you being found guilty of gross misconduct or such other reason as stipulated or permitted under the law relevant to such statutory payment.

D. MISCELLANEOUS

1. The Company Policies

You hereby expressly accept to adhere to all the provisions of the HR Policies of the Company and any other policies, rules, regulations and procedures relevant to your employment with the Company and to human relations, including but not limited to the Microsoft Prevention of Sexual Harassment Policy, Standards of Business Conduct and other policies communicated from time to time, except to the extent they are inconsistent with the terms of this employment agreement. These policies may be amended, at the discretion of the Company, from time to time, and will become applicable to your employment from the point of time when these policies are communicated or published or made available through either electronic or physical means, including but not limited to, by way of email, Company Intranet, Company Portal, or Company notices. You agree that that it is solely your duty to stay up-to-date with Company policies and that ignorance of Company policies will not be treated as a valid reason for failure to adhere to Company policies.

2. Working Hours

You will be required to work eight hours a day, in any one of the shifts during the day or at night as assigned by the Company excluding thirty minutes' meal time and two breaks of fifteen minutes each. The Company practices a forty-five hours' workweek which may at the discretion of the Company be increased to forty-eight hours per week. Work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Company from time to time. The Company shall be free to amend and stagger the working hours in accordance with business requirements.

3. Taxation

In terms of your employment with the Company, any amount payable by the Company to you towards compensation, salary, allowances and/or any other payment such as joining bonus and compensation for notice period of the earlier organization shall be subject to deduction of

withholding taxes under applicable law. The company reserves the right to pass through FBT and/or any other employee related taxes that may be introduced under the applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc., shall be fulfilled by you at your own cost.

4. Non-disparagement

You agree, both during your employment and thereafter, to refrain from making any adverse written or oral statement or taking any action, directly or indirectly, which you know or reasonably should know to be disparaging, negative, or likely to be harmful to the business or reputation of the Company, its shareholders, affiliates, parent, group companies, officers, directors or employees, publicly or otherwise (including but not limited to, on any social networking website, blog, magazine, interview or article) except as may be required by law. You also agree to refrain from suggesting to anyone that any written or oral statements be made which you know or reasonably should know to be disparaging or negative concerning the Company, or from urging or influencing any person to make any such statement.

5. Employee Non-Disclosure Agreement

You shall enter into an employee NDA as enclosed and shall be bound by all the terms and conditions contained therein.

6. Notices

Any notices required or permitted hereunder will need to be given to the appropriate party at the postal address specified above or at such other postal or email address as the party may specify through written or email communication, from time to time. Additionally, any notices sent by any authorized agent of the Company will be deemed to have been sent by the Company.

All notices must be in writing and in the English language, and mailed by registered post acknowledgement due or certified mail, or pre-paid courier, or delivered by hand or sent by e-mail. Any notice shall be deemed to have been delivered:

- (a) If personally delivered, upon delivery at the relevant address;
- (b) If sent by certified post, two (2) days after the date of posting or if sent by registered post acknowledgement due (RPAD), on the date of acknowledgement on the acknowledgement receipt;
- (c) If sent by pre-paid courier, on the date as contained in the proof of delivery; and
- (d) If sent by email, from the moment it has left the email server of the sender.

7. Governing Laws

This contract shall be governed and construed in accordance with the laws of India. Disputes arising under this contract shall be subject to the local courts where the employee is serving the Company. The invalidity or unenforceability of any part of this contract shall not affect the binding effect of the rest of the contract.

8. Survival

The terms and conditions of this contract shall survive termination of your employment.

9. Background Verification

You agree that the Company's offer / your 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 the Background Verification Process. In the event of unsatisfactory outcome of such verification, the Company reserves the right to withdraw/ revoke this offer and/or terminate your employment.

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 of both the documents to the Company on or before 10/26/2020.

This contract shall be concluded and effective only on your delivering a signed copy of this letter and the accompanying NDA to us, provided that your compensation and benefits shall not begin to accrue until you commence working for the Company.

Yours sincerely,
for Microsoft India (R&D) Pvt. Ltd.



Ira Gupta
SR GEO HR DIRECTOR

ACCEPTANCE:

Sai Nikhil Thirandas

(date)



SCHEDULE A
Microsoft India (R&D) Pvt. Ltd.
EMPLOYEE NON-DISCLOSURE AGREEMENT

1. **General.** As an employee of Microsoft India (R&D) Pvt. Ltd. ("**Microsoft**"), a company incorporated 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 employment, 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 Non-Disclosure Agreement (hereinafter also referred to as "**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 recognize 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 employment 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 employment 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 employment 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 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/CELA/HR 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 in the employ 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. 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 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. If in the course of my employment at Microsoft, I use in or incorporate into a Microsoft product, program, process, or machine, an Invention owned by me or in which I have an interest, Microsoft is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide and perpetual 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 authorized 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 United States, 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 employment.

7. **Third Party Information.** I recognize 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 employment 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 employment 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 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 Employment.** I acknowledge that my employment will be of indefinite duration and that either Microsoft or I will be free to terminate this employment relationship at will and at any time with or without cause and in accordance with the Employment Agreement signed by me with Microsoft on 7/27/2020. I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in the said Employment Agreement signed by an officer of Microsoft.

11. **Return of Materials.** At the time, I leave the employ of 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 one year after termination of my employment, 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 employed at Microsoft.

13. **Non-Solicitation.** While employed at Microsoft and for a period of one year from the termination of my employment, I will not induce or attempt to influence directly or indirectly, any employee of Microsoft to terminate his/her employment 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.

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 employment.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name on this 4 day of August, 2020.

(Signature)

Inventions listed on attached: ☐ Yes ☒ No

(Witness)

Allowances for Sai Nikhil Thirandas in Stock Level "62"

The following is the summary of the allowances for which you will be eligible effective your joining date, subject to applicable company rules/schemes and terms/conditions from time to time.

- Housing Rent Assistance: As per Company policy
- 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

Benefits Summary

Policy	Summary									
Flexible Benefits	Medical Insurance - This insurance provides Medical Insurance coverage to all employees and their eligible dependents. Different options are available for the employee to choose:									
		Opti on 1 (Core)	Opti on 2	Opti on 3	Opti on 4	Option 5 (Default for new employe es)	Optio n 6	Option 7	Optio n 8*	Option 9*
	Dependants Covered	EE Only (1)	EE Only (1)	EE + 2P (1+2)	EE + 2P (1+2)	EE + S/P + Ch (1+3)	EE + S/P + Ch + 2 P/2PL (1+5)	EE + S/P + Ch + 2P/PL (1+5)	EE + S/P + Ch + 1P + 1PL (1+5)	EE + S/P + Ch + 1P + 1PL (1+5)
	Benefit Amount (Hospitalisa tion Cover)	500,0 00	700,0 00	500,0 00	700,0 00	700,000	700,0 00	1,000,00 0**	700,0 00	1,000,00 0**
	Domiciliary Cover (Included)	7,500	7,500	15,00 0	15,00 0	15,000	15,00 0	15,000	15,00 0	15,000
	Maternity	100,0 00	100,0 00	100,0 00	100,0 00	100,000	100,0 00	100,000	100,0 00	100,000
	Dental & Vision	10,00 0	10,00 0	10,00 0	10,00 0	10,000	10,00 0	10,000	10,00 0	10,000
	Exec Health Check	10,00 0	10,00 0	10,00 0	10,00 0	10,000	10,00 0	10,000	10,00 0	10,000
<p>*This new option can only be selected by employee with one living parent and one parent in-law.</p> <p>**Employees opting for any INR 1,000,000 cover can opt for additional INR 500,000 top-up cover.</p>										
<p>Personal Accident Insurance- The insurance is to compensate for the loss of earning ability in the event of any accident. The coverage is applicable to the employee 24 hours anywhere in the world in the event of an accident.</p> <p>All employees are insured to the extent of twice their base salary (core benefit). The company bears 100% of insurance premium for core benefit. Under flexible benefits in addition to core</p>										

	<p>cover employee can enhance the total coverage up to 3 X base salary 4 X base salary and 5 X base salary Additional cover for spouse – up to max 50 lacs Additional coverage can be paid via left over flex points from medical plan if any or else via salary deduction.</p>
	<p>Life Insurance - This insurance provides financial security to the employee's family upon an employee's death. All employees are insured to the extent of twice their base salary (core benefit). The company pays 100% of the insurance premium for core benefit. Under flexible benefits in addition to core cover employee can enhance the total coverage up to: 3 X base salary 4 X base salary 5 X base salary Additional cover for spouse – up to max 1 crore Critical illness cover (employee only – with clause of 90 day waiting period) (Declaration of good health and underwriting tests may apply as per insurer discretion) Additional coverage can be paid via left over flex points from medical plan if any or else via salary deduction.</p>
	<p>Tuition Assistance Provides assistance to employees by way of reimbursing the tuition fees for graduate program/post graduate programs (conditions apply). The maximum amount of reimbursement is INR 2,00,000/- per calendar year. This benefit can be topped up with unused flex points.</p>
	<p>Childcare Provides working parents financial assistance on using a day care facility for their child/children. All parent employees (males and females) at Microsoft India with children from age 3 months to 8 years are eligible for a monthly cost of day care up to a maximum limit of INR 5,000/- per month per child. This benefit can be topped up with unused flex points.</p>
	<p>Fitness policy All employees are eligible for fitness reimbursement benefit in case of joining a health club / gym on actuals, up to INR 19,000/- per fiscal year. This benefit can be topped up with unused flex points.</p>
World Wide Emergency Policy	<p>This insurance provides coverage to the employee only for official travel abroad up to 3 months, this includes international travel assistance for emergency cash, lost luggage, emergency medical coverage up to USD 100,000 and travel accident insurance of 5 times annual salary up to USD 100,000.</p>
Employee Assistance Program (EAP)	<p>To provide guaranteed confidential consulting service to employee through trained professionals to help them live more fulfilling lives by assisting them resolve their professional and personal issues. To avail services an employee needs to dial the toll-free hotline to talk or arrange for a face to face session with a consultant.</p>

Leave	<p>All employees are eligible for leave. The categories are – Paid leave or Annual leave– 20 working days, Sick Leave – 12 working days Maternity Leave – 26 weeks of paid leave, followed by an additional 12 weeks of unpaid leave Adoption/Surrogacy Leave- 26 weeks for female employees; 6 weeks for male employees adopting a child Paternity Leave – 6 weeks in one block or in two blocks – one block of 4 weeks and one block of 2 weeks. Bereavement Leave: 10 working days(for immediate family members) and 5 working days(for close relatives) Caregiver Leave: 4 weeks including weekends and public holidays</p> <p>You may carry forward a maximum of 10 days of paid/annual leave every fiscal year. Further, your leave balance at any given point shall not exceed 30 days.</p>
Gratuity	<p>This benefit is as per the provisions of the Payment of Gratuity Act, 1972. Company contributes 4.81% of employees basic per month toward this fund; gratuity amount is capped at INR 20,00,000/- at time of payment.</p>
Car Lease Policy	<p>You are eligible to avail Company Car benefit as per the terms and conditions prescribed under the Company policy.</p>
Company Lease Acco.	<p>All employees are eligible for company lease accommodation as per the terms and conditions prescribed under the Company policy.</p>

Please note that the benefits and policies will be subject to regular review, and the Company Microsoft may at any time amend the provisions. You will be required to abide by the latest provisions as applicable to you, from time to time.

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

- Signed Offer Letter
- Signed NDA-signed on each page
- Signed Self Declaration form with PAN, PASSPORT and AADHAR details
- Signed Insurance Beneficiary Form
- Signed Joining Report
- Signed Form F (Gratuity Nomination Form)
- Signed Form 2 (PF Nomination)

Appendix

Joining Bonus

You will have the opportunity to receive a signing bonus of a total gross amount of **INR 200,000.00/-** less applicable tax withholdings.

The joining bonus will be paid within 30 days following your start date, assuming you remain continuously employed by Microsoft or its subsidiaries through that date. Your entitlement to retain the joining bonus is conditioned on you remaining continuously employed by Microsoft or its subsidiaries for one year after your start date.

The table below describes the recoveries that will be affected in case you chose to leave Microsoft (or its subsidiaries) before completion of one year from your start date. You hereby authorize Microsoft to withhold the repayable amounts from any monies owed to you.

<u>Employment Termination Scenario</u>	<u>Amount (%) Recoverable</u>
a. Within 6 months of start date	a. 100%
b. Between 6 to 12 months of start date	b. 50%

☒ **By checking this box, you are acknowledging that you have received and read this document.**