

**MICROSOFT IRELAND RESEARCH**

**EMPLOYMENT CONTRACT AND STATEMENT OF  
TERMS AND CONDITIONS OF EMPLOYMENT**

**Regular Full-Time**

**Garbushko Komputerdzhiyski**

**EMPLOYER:** MICROSOFT IRELAND RESEARCH of EUROPEAN PRODUCT DEVELOPMENT  
CENTRE at Carmen Hall Road, Sandyford Industrial Estate, Dublin 18

**EMPLOYEE:** The person whose name and address is specified in Part 1 of the Appendix to this contract.

This statement is given to you as a record of the terms and conditions of your employment with MICROSOFT IRELAND RESEARCH ("Microsoft") and in compliance with the Terms of Employment (Information) Act 1994.

All amendments to your terms and conditions of employment will be confirmed by Microsoft in writing and unless so confirmed will not be considered part of your employment contract.

1. Commencement and Duration of Employment

- 1.1 At the commencement of this employment and thereafter, unless you are otherwise notified, you will be employed by Microsoft Ireland Research ("MIR"). However MIR reserves the right to assign this contract and your employment under this contract to any other Microsoft company operating in Ireland. You will be notified of any such assignment, prior to it taking affect, and you will cease to be employed by MIR as and from the date specified in the notice of assignment but will thereafter be employed by whatever Microsoft company is specified in such notice.
- 1.2 Your employment with Microsoft will begin on the date specified in Part 2 of the Appendix to this contract ("the Appendix") and will continue indefinitely unless and until terminated in accordance with the provisions of this contract.
- 1.3 Your employment will be on a probationary basis during the initial period of six months (which may be extended by Microsoft by a further period of not more than six months) from the date of commencement of employment and may be terminated at the sole discretion of Microsoft at any time during such period by Microsoft giving you one weeks notice or pay in lieu of such notice.
- 1.4 Your performance will be reviewed during your probationary period. If you complete the probationary period to the satisfaction of management you will be reviewed in accordance with Company Policy in force from time to time.

2. Function and Duties

- 2.1 You will be employed in the position/function specified in Part 3 of the Appendix. In that capacity you will be expected to perform all acts, duties and functions as Microsoft may direct and to comply with such directions as may be designated by Microsoft reasonably consistent with such position.
- 2.2 You will observe and comply with all lawful instructions, rules, regulations and policies confirmed to you from time to time by Microsoft.
- 2.3 During the course of your employment, as the business of Microsoft changes, it may be necessary to change or expand your duties within the general scope of your position or change your function.
- 2.4 In order to meet the requirements of Microsoft's business and its reasonable operational needs, you may be required to carry out any other duties in addition to or instead of those to which you have been assigned, however, you will not be required to carry out duties which you cannot reasonably perform.

3. Place of Work

- 3.1 Your place of work at the commencement of this contract will be at the location specified in Part 4 of the Appendix, however, this may change from time to time.
- 3.2 Microsoft reserves the right to require you to work at any other location at which Microsoft carries on business in Dublin from time to time.
- 3.3 You may from time to time be required to travel to and work at other Microsoft locations in order to discharge your duties.

4. Hours of Work

- 4.1 Except and to such extent as may be otherwise mutually agreed or specified in Part 5 of the Appendix your normal working hours will be **39 hours per week**. There is a daily **30 minute**

**unpaid meal/lunch break** and two paid fifteen minute tea breaks to be taken at a mutually convenient time.

5. Remuneration, Benefits and Deductions

- 5.1 Your basic pay shall be at the rate specified in Part 6 of the Appendix and pro rata for any lesser periods worked. Your salary will be payable fortnightly, in arrears, by credit transfer to your bank account and such payment arrangement shall remain in force until otherwise mutually agreed in writing. Your salary will be subject to statutory deductions and any other deductions that may be agreed or authorised from time to time.
- 5.2 You are eligible for consideration for an **annual bonus** on a scale of **0%** to **20%** of your basic pay. The amount of your bonus (if any) will be determined by Microsoft's assessment of your work performance and productivity.
- 5.3 A salary review takes place once a year. In all cases, salaries are determined, and may be increased, by Microsoft with reference to its assessment of each employee's performance and productivity.
- 5.4 Unless otherwise specified in Part 6 of the Appendix, you will be eligible to participate in the following employee benefit schemes subject always to the rules and conditions applicable to each such scheme:
  - 5.4.1 A non contributory Life Assurance Plan which becomes effective immediately on your commencement of employment with Microsoft;
  - 5.4.2 A contributory Pension Plan from the first day of the month following commencement of your employment. Entry to this Plan is a condition of employment. The Plan is governed by trust deeds and rules as amended from time to time which shall determine your entitlements (if any) under the Plan.
  - 5.4.3 A non contributory Disability Insurance scheme which may provide benefits in the event of prolonged sickness or disability
  - 5.4.4 A company Share Purchase scheme, which allows employees to purchase shares in Microsoft Corporation at discount rates.
  - 5.4.5 A Group Health Insurance plan. Microsoft will contribute 100% of the premium payable for you and your dependants.
  - 5.4.6 A contributory private medical insurance scheme
  - 5.4.7 You are eligible to purchase Microsoft Software and merchandise at a discounted price from the Microsoft Company Store. Further details of the Microsoft store policy and specific conditions relating to the purchase of Microsoft products are available to you upon commencing your role at Microsoft.
  - 5.4.8 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 delegate). The number of shares will be calculated by dividing 6,000 (USD) by the closing Microsoft stock price on a future date (typically 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, with vesting commencement on the approval date. Additional information regarding this Stock Award, including the Stock Award Agreement you will be required to sign as a condition of the award, will be provided to you by Stock Services approximately 90 days after you commence employment with Microsoft. You are also eligible to be considered for future Stock Awards based on your start date. Based on your start date of **1<sup>st</sup> September 2018**, you will be eligible to be considered for your first additional Stock Award grant in September 2009 and subsequent awards will be reviewed each September.

5.4.9 You are eligible for an annual Car allowance of **€ 5,714**. This payment will be paid fortnightly in arrears, by credit transfer to your bank account and is subject to tax and other statutory deductions at the relevant rate.

5.4.10 You are eligible for relocation assistance as detailed in Appendix II.

5.5 Further details of the above benefit schemes will be given to you on commencement of employment.

5.6 Microsoft reserves the right at all times to vary, discontinue or substitute new or different schemes for any of the benefit schemes specified in this contract or its appendix or in any other employee benefit scheme administered by Microsoft from time to time.

5.7 Microsoft will deduct from any remuneration payable to you all amounts which it is authorised to deduct or required by law to deduct and remit to the Revenue authorities.

5.8 Microsoft shall be entitled to deduct from your remuneration any monies owed by you to Microsoft including but not limited to any outstanding loans and/or amounts repayable by you, advances, the cost of repairing or recovering any damage or loss of Microsoft's property caused by you and any excess holiday pay.

5.9 Any Microsoft benefit plan which is insured will be subject to and conditional upon the terms and conditions of the relevant policy of insurance in force from time to time.

5.10 All benefits payable or otherwise made available to you under any Microsoft benefit plan(s) in which you may be permitted to participate from time to time shall automatically cease, as shall your eligibility to participate in such plan(s), upon the termination of your employment for any reason whatsoever. In the event of such termination, Microsoft shall be under no obligation of any description to replace the terminated or discontinued benefit plan(s) and/or provide the same or similar benefits to you in lieu thereof.

## 6. Holidays

6.1 Your **annual leave** entitlement is **25 days**.

6.2 Annual leave and statutory public holiday entitlements will be granted in accordance with the Organisation of Working Time Act 1997.

6.3 Holiday leave may be taken at such time or times as Microsoft shall consider most convenient having regard to its business requirements and the wishes of the employee.

7. Absence

- 7.1 If you are absent from work, whether due to sickness or otherwise, your supervisor must be notified as early as possible and in any event not later than 9.30am on the first day of absence.
- 7.2 Your entitlement (if any) to be paid for any periods of absence including illness, will be determined as per the Microsoft absence payment policy as published by the Company from time to time.
- 7.3 You may be entitled to social welfare benefit while absent due to illness. Any social welfare payments received while on full pay by Microsoft must to be refunded to the Company in full.
- 7.4 If you are absent due to sickness or incapacity for three or more consecutive days, you must, at your own expense furnish to Microsoft a certificate from a registered Medical Practitioner specifying the nature of your illness or incapacity and the likely duration of your absence.
- 7.5 Before returning to work, you will also be required to submit, at your own expense, a certificate from a registered Medical Practitioner confirming that you are fully fit to resume your normal duties.
- 7.6 Microsoft reserves the right to request you to attend the company doctors at any time during sickness or incapacity.

8. Discipline

- 8.1 Employees are expected to adhere to Microsoft's standards of conduct, capability and performance as notified by Microsoft to its employees.
- 8.2 Conduct which does not warrant summary dismissal can result in such verbal warning and/or written warning(s) as the Company may deem appropriate in the circumstances.
- 8.3 Where verbal and/or written warning(s) is/are not heeded, the employee will be liable to dismissal either with or without notice or payment in lieu of notice, as Microsoft considers appropriate.

9. Termination of Employment

- 9.1 Your contract of employment may be terminated at any time by either party giving to the other the higher of:
  - 9.1.1 the notice period prescribed by the Minimum Notice and Terms of Employment Act, 1973 (as amended); or
  - 9.1.2 any other notice period agreed by you and Microsoft in writing.
- 9.2 For business purposes, Microsoft normally requests one month's notice from employees.
- 9.3 Microsoft reserves the right to give you pay in lieu of any period of notice which you are required to give or are entitled to receive from Microsoft.
- 9.4 Microsoft shall be entitled to terminate your contract without notice or payment in lieu of notice if you are guilty of gross misconduct.
- 9.5 Your employment with the Company shall automatically terminate, without notice, on the date

on which you reach sixty five (65) years of age and, upon such termination, you shall have no claims, statutory or otherwise, against the Company save in respect of payments outstanding to you as at the date of such termination under the terms of this Agreement

10. Return of Property

On the termination of your employment for whatever reason, you will be required to return without delay to Microsoft all its property of every nature and description including but not limited to personal computer's, software, manuals, identity cards and all other items belonging to or issued to you by or on behalf of Microsoft in the course of or in connection with your work.

11. Medical Examination

You will be required to complete a medical examination with a registered medical practitioner nominated by Microsoft prior to commencement of employment with Microsoft.

You may be required, at any time during your employment with Microsoft, to submit to one or more medical examinations by a registered medical practitioner nominated by Microsoft.

12. References

This contract of employment is subject to Microsoft receiving two satisfactory references.

13. Qualifications

It is a condition of your employment in Microsoft that you are the holder of the qualifications and certificates specified in your C.V., and also that you have the work experience outlined by you in your C.V and/or at interview.

You acknowledge and agree that if it is found that you are not the holder of such qualifications /certificates, or if you are guilty of any misrepresentation in relation to your qualifications and/or work experience, Microsoft shall be entitled to take the appropriate disciplinary action and/or terminate your employment in the company.

14. Work Permit:

Where applicable this offer is conditional on you receiving any necessary permit to work in Ireland. You should not make finalized plans (ie officially giving up job or house, etc.) until you have received confirmation that your work permit has been approved. Please note that the work permit process will begin upon your acceptance of this offer.

15. Confidential Information

15.1 It is a condition of your employment that you will sign the non-disclosure agreement annexed hereto.

15.2 You will be required to adhere to and comply with all policies and procedures introduced by Microsoft from time to time for the protection of its trade secrets and confidential information and you may be required to sign such confidentiality undertakings for such purpose as may be reasonably requested by Microsoft from time to time.

16. Entire Agreement

This contract represents the entire agreement between the parties and supersedes any and all previous agreements, understandings and correspondence concerning your employment with Microsoft. Any additional or amending provisions shall be specified in Part 8 of the Appendix or shall be otherwise confirmed by Microsoft in writing.

17. Acknowledgement and Agreement

If you are willing to accept employment with Microsoft on the terms and conditions outlined above, you should sign the form of acknowledgement and agreement at the end of this statement and return the complete contract and signed non disclosure agreement to the undersigned within 10 days of the date on which this statement was issued to you.

Signed for and on  
behalf of Microsoft

**Name:** **Caroline Fischer**  
**HR Director**

**Date:** **27<sup>th</sup> June 2018**

**ACKNOWLEDGEMENT AND AGREEMENT:**

I acknowledge that I have received, read and understood the terms and conditions of my employment as set out above. I hereby accept Microsoft's offer of employment on the terms and conditions set out above.

**Garbushko Komputerdzhiyski**

**Employee:** \_\_\_\_\_  
SIGNATURE OF EMPLOYEE

**Date:** \_\_\_\_\_

## APPENDIX

### Part 1

**Employee Name:** Garbushko Komputerdzhiyski

**Employee Address:** 17 Mente Str, Sofia, 1000, Bulgaria

### Part 2

**Commencement Date:** 1<sup>st</sup> September 2018

### Part 3

**Title:** Software Development Engineer 2  
**Manager's Title:** Lead Software Development Engineer

### Part 4

**Place of Work:** Microsoft Ireland Research  
**Address:** South County Business Park, Dublin 18.

### Part 5

**Status:** Full Time  
**Normal Working Hours:** 39 hour week, flexible working arrangement

### Part 6

**Basic Rate of Pay:** €58,000 per annum (Level 60)

### Part 7

**Additional/Amending provisions (if any):** n/a

**Date of Issue of contract:** 27<sup>th</sup> June 2018



## ***EMPLOYEE NON-DISCLOSURE AGREEMENT***

**Agreement made on 27th June 2018 between MICROSOFT IRELAND RESEARCH,"Employer" and "employee" Garbushko Komputerdzhiyski**

***WHEREAS***, Employer is solely engaged in the development and sale of microcomputer software, a business that requires that its methods and systems be kept secret; and

***WHEREAS***, for the proper protection of the business of the Employer, it is essential that all matters connected with and arising out of or pertaining to the Employer's business, methods, processes, and the names of the Employer's customers and suppliers be kept secret; and

***WHEREAS***, the Employer has and will continue to acquire a list of a substantial number of customers and suppliers who have been and will be solicited by Employer through its sales representatives and through advertising media, and a large, valuable, and worldwide trade has been and will continue to be established and maintained at great expense to the Employer; and

***WHEREAS***, the Employer will suffer loss and damage if the employee violates any term of this Agreement;

***NOW, THEREFORE***, the parties agree as follows:

1. Employer agrees to hire Employee, and/or continue its employment of Employee, and to pay Employee such monies as may be agreed upon.
2. Employee agrees that at no time during the term of this Agreement or for a period of one year immediately following the termination of Employee's employment with Employer, whether voluntary or involuntary, will he/she in any way, directly or indirectly, solicit, divert or take away any customer or any supplier of Employer or otherwise compete with the business of the Employer as defined above.
3. Employee agrees that he/she will in no way, directly or indirectly, disclose to any person or entity, regardless of Employee's relationship to such person or entity, any of the secrets, methods, processes, systems, customers, or suppliers used by Employer in its business as defined above.
4. Employer shall have the unlimited and exclusive rights to any drawings, designs, specifications, notes, improvements, discoveries, or other work developed by Employee in the performance of all work connected with Employer's development and sale of microcomputer software, including the right to use the same on any other of Employer's projects without additional cost to the Employer. Employee does hereby grant to Employer a royalty- free license to all things covered by the preceding sentence, whether now existing or later developed for Employer, which Employee may cover by copyright and/or patent, and to all design as to which he/she may assert any rights or establish any claim under the design, patent or copyright laws. Employee further agrees not to disclose to any other person or entity any matters covered by this paragraph or any of the trade secrets of Employer. For a period of three years after completion of his/her last project for Employer, Employee agrees to furnish and provide access to the originals or copies of all documents and drawings to Employer on the request of Employer.
5. Employee agrees not to induce or attempt to influence directly or indirectly any other Employee of Employer to terminate his/her employment with Employer and work for Employee or any other person.
6. Employee agrees to return to Employer at the termination of his/her employment with Employer all papers, notes, books, drawings or other documents, models, parts, or tools thereof belonging to Employer and relating to its business, present or future, and also to return to Employer any keys, pass cards, credit

cards, identification cards, and all other property belonging to Employer.

## EMPLOYEE NON-DISCLOSURE AGREEMENT



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7. Employee agrees that any violation of this Agreement by Employee will cause irreparable injury to Employer, and Employer shall be entitled to extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security which is expressly waived by Employee.
8. Employee expressly agrees that, in addition to extraordinary relief for any violation of this Agreement by Employee, Employer shall be entitled to such other remedies as provided by law, e.g., compensatory damages, reasonable attorneys' fees, and court costs.
9. Employer shall have the sole discretion to assign any rights acquired under the terms of this Agreement.
10. This Agreement supersedes all previous oral and written agreements between Employer and Employee.
11. Further, the terms of this Agreement shall survive the termination of employment as set forth herein.
12. **EMPLOYEE COVENANTS THAT HE/SHE HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS ALL OF ITS TERMS.**

*IN WITNESS WHEREOF, the parties have hereunto set their hands on 27<sup>th</sup> June 2018*

**MICROSOFT IRELAND RESEARCH , "Employer"**

By Caroline Fischer  
Title HR Director

\_\_\_\_\_  
*Signature*

**"Employee" Garbushko Komputerdzhiyski**

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## **Appendix II**

### **Relocation Benefits Summary for (Garbushko Komputerdzhiyski)**

Upon acceptance of your offer for employment at Microsoft, you will be contacted by a Relocation Specialist from Microsoft's Relocation Center who will coordinate all the details of your move, and will be your primary point of contact throughout the entire process. **Please note: you must initiate your relocation benefits within 12 months from your official start date.**

#### **Travel**

##### **Relocation Travel Policy**

In compliance with Microsoft's corporate travel policy, all relocation travel, air travel, rental cars and hotels must be booked by your Relocation Specialist on your behalf. Transferees should make reservations through the Relocation Center 7 to 21 days in advance of the date of travel to take advantage of advance purchase discounts. All relocation air travel is coach class (lowest logical airfare with a preferred carrier). The following expenses are not reimbursable: personal entertainment expenses, personal grooming expenses, supplemental car rental insurance, and trip or flight insurance. Microsoft employees must not use their corporate American Express travel card for payment of any relocation expenses. The transferee is responsible for complying with the Relocation travel policy. Transferees who do not comply with the travel policy may be subject to delay or withholding of reimbursement and/or disciplinary action.

##### **Final Move**

Coach air, train and ground transportation will be provided for you and your benefit eligible dependents. Final move airfare, train fare and ground transportation may only be booked as a one-way ticket from departure location to destination location. Reasonable additional costs incurred during your trip such as necessary and unavoidable overnight lodging, meals, etc are included. Meal costs are limited to € 40 per day, per person. The trip specifically excludes expenses for vacation time or personal side trips taken en route. Original receipts are required for reimbursement.

##### **Rental Car**

Upon your arrival in Ireland you are entitled to a midsize sedan car rental for a maximum of 30 days. Car rental beyond 30 days is considered a taxable relocation expense. You will be responsible for any rental car charges beyond this date. Surcharges and insurance are covered by Microsoft.

#### **Moving**

##### **Household Goods/Personal Effects**

Arrangements with a moving company of Microsoft's choice will be made to pack, load, and unload household goods from your primary residence. The volume limitation for surface transportation (ground/barge) is one twenty foot (20') sea container (30 cubic meters) depending on your personal circumstances.

The cost of shipping automobiles, motorcycles, boats, aircraft, and mobile homes will not be covered by Microsoft. In addition, food, wine and spirits, items which would be considered contraband in the host country, as well as personal items of extraordinary or special value, such as currency, deeds, bonds, stocks,

jewelry, stamp or coin collections, photos and other mementos, cannot be transported by the moving company and will not be insured by Microsoft.

## **Housing**

### **Destination Services**

A Microsoft approved Relocation Company will be provided to assist you with home purchasing or obtaining a rental property. In addition to this, a destination service consultant will also assist with other services including, but not limited to, social security, banking, auto purchase, school information, shopping information, transportation information, recreation, clubs and organizations, and religious worship. Please contact your Relocation Specialist for details.

### **Short Term Accommodation**

Short term accommodation will be provided for you and your benefit eligible dependents for up to four weeks (30 days) or until a personal residence is located, whichever is less. Accommodations include self-catering apartments depending on your requirements. You will be responsible for the cost of meals during your stay in short term accommodations. You will be invoiced and responsible for payment for all personal local and long distance telephone calls made while in these accommodations. Additionally, you will be invoiced and responsible for payment for short term accommodation costs beyond four weeks.

### **Old Home Disposition Allowance**

You are eligible to receive a maximum allowance of € 3,000 to help cover normal closing costs, estate agent commissions, solicitor fees related to the sale of your home, advertising costs and/or fees associated with the lease of your former primary residence. A final, signed or certified closing statement, or original receipts must be submitted in order to be reimbursed. **If you are selling a home in the US, Microsoft requires agent registration for your departure real estate transactions in order to be eligible for reimbursement of any real estate costs. Registered agents have agreed to pay a referral fee to Microsoft Corporation.**

## **Other Benefits**

### **Visa Assistance**

Microsoft Legal will provide visa assistance for the employee to obtain employment authorization. Original receipts are required for visa-related expenses to be reimbursed and are to be submitted to your Relocation Consultant.

### **Tax Advice**

Microsoft will pay for the provision of tax consultancy with their contracted provider. This consists of one meeting, to provide an overview on local taxation and to assist with personal taxation questions. After the meeting the provider, they will document their advice and will provide assistance regarding registration requirements. At this meeting they will discuss how to complete a tax year and provide you with a pro-forma tax computation to enable you to calculate your own income tax liability, based on a standard return based on Microsoft Income only.

### **Cross Cultural Training**

To assist you and your benefit eligible dependants with the transition to your new location, Microsoft

will provide a 1 day program of intercultural orientation and training for the employee and spouse. Please contact your Relocation Consultant for details.

## **Financial Assistance**

### **One Month's Salary Allowance**

You will receive a gross amount of € **4,833** to cover miscellaneous incidentals incurred during the relocation that are not otherwise reimbursed; including but not limited to:

- purchase of major appliances
- utility hook ups
- passport photos and fees
- car registration and licensing and driver's license fees
- security deposits on rental property
- cleaning services
- pet carriers/veterinary expenses/kennel fees
- termination of club memberships

This allowance will be paid within your first month of employment, and is subject to tax and other statutory deductions at the relevant rate.

## **Relocation Policies**

### **Reimbursement of Relocation Expenses**

All reimbursement requests must be submitted within one year of your start date and within 90 days of expenses being incurred in order to receive reimbursement. Original receipts are required for all reimbursements. Relocation benefit costs incurred more than one year from your start date or transfer start date are not eligible for reimbursement or direct bill payment by Microsoft. All relocation benefits must be used within one year from the transfer or start date.

### **Payback of Relocation Costs**

In the unlikely event that you leave the company of your own volition prior to 12 months of employment, the cash allowance and any monies paid by Microsoft on your behalf for relocation services as described in this enclosed Relocations Benefits Summary must be returned to Microsoft in full.