



August 7, 2009

Soon Chian, Lim
13, Jalan Kesturi 3
Taman Bunga Raya
Batu Pahat
83010 Johor
Malaysia

Private & Confidential

Dear **Soon Chian**,

Congratulations, and welcome to the Dell Team! We are pleased to extend our offer of employment with **Dell Global Business Center Sdn Bhd** ("the Company" or "Dell"). Your title will be **IT Software Senior Developer (B3)**, based in **Cyberjaya**, reporting to **Chin Chee Leong (IT Manager II)**. Your start date is **August 10, 2009** subject to the attainment of work permit, employment pass or employment visas, as may be applicable.

Please be aware that you must successfully complete your pre-employment medical examination prior to your start date as a condition precedent to your employment. We encourage you to complete this medical examination as soon as possible, so as not to delay your employment with Dell.

Orientation

At **8:00a.m.** on your scheduled start date, please report to **Chin Chee Leong (IT Manager II)** for orientation. Attire is business casual.

Core Business Hours

Your working hours shall be a minimum of eight hours per day or such other hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company (inclusive of a lunch break of one hour), on days as the Company may determine for each work-week, provided always that there shall be a minimum one-day break in between work-weeks. Please take note that certain functions such as Sales, Technical Support, Manufacturing, Information Services require staggered /shift hours.

Compensation

We are pleased to offer you a starting salary of **Malaysian Ringgit (MYR) 6,000.00** per month, payable in arrears on or before the last day of each calendar month.

You will be eligible for overtime pay in accordance with the Company's prevailing policy.

13th Month Bonus

You will receive a bonus amounting to one month's base salary payable at the end of each calendar year. In the event that you have not completed a full year of service, you will receive a bonus on a pro-rata basis according to the period of your continuous service in that calendar year.

Incentive Bonus Plan (IBP)

For Dell's Financial Year **FY10** you will be eligible to participate in the prevailing Incentive Bonus Plan, an annual variable and discretionary bonus, which is dependant on the Company's financial results, attainment of Dell's strategic corporate initiatives, your individual performance and such other criteria that the Company may from time to time determine. Your current Target Bonus is **7%** of your annual base salary and Dell reserves the right to vary this from time to time. You will be eligible to participate in the plan on a pro-rated basis, calculated from your start date, which should be no later than the first day of Q4 **FY10** and you must be an employee of the Company at the date of payment. Your eligibility and participation are subject to the terms of the above Plan, which may change from time to time at the Company's sole discretion, and any continued participation in any bonus/incentive plan shall be dependant on the Company.

Sign-On Bonus

We are offering you a one-time sign-on bonus of **Malaysian Ringgit (MYR) 6,000.00**, payable on your first payroll with the Company (subject to payroll cutoff dates). To receive this sign-on bonus, you will need to read, sign and return to Dell, the attached Sign-on Bonus Repayment Agreement.

Relocation

To assist you with your move, we are pleased to offer you the relocation benefits outlined in the attached offer addendum. In order to secure your eligibility for these relocation benefits, please read, sign and return the addendum with your offer letter.

Transportation Allowance

You will receive a transportation allowance of **Malaysian Ringgit (MYR) 300.00** per month on a 12-month basis per year. You will enjoy this allowance in accordance with the Company's prevailing policy and practice. This allowance may vary between different job functions and cease upon your transfer out of the Cyberjaya office. Dell reserves the right at its sole discretion and to the extent permitted by law, to vary the terms of any of the allowances offered.

Retirement

Your retirement age is 55 years old. Upon reaching 55 years of age and should your service be required by the Company, you will have to pass a thorough medical examination to the Company's satisfaction, to determine your subsequent annual contract with the Company.

Benefits

Dell offers a variety of benefits to assist you and your family, including leave time and health care plans. You will enjoy all benefits in accordance with the Company's prevailing policy and practice. A summary of these benefits is attached. Dell reserves the right, as its absolute discretion, to vary the terms of any benefit offered.

Probation

Your first **six (6) months** of service will be of a probationary nature. The Company may waive, reduce or extend the probation period at its discretion. You are deemed to have successfully completed your probationary period after **six (6) months** unless otherwise informed in writing by the Company.

Termination of Service

During your first **twelve (12) months** of your service, your employment may be terminated by either party at any time by giving to the other party written notice of not less than **one (1) month** or salary in lieu thereof at the sole discretion of the Company.

Upon satisfactory completion of **twelve (12) months'** of service, your employment may be terminated by either party at any time by giving to the other party **two (2) months'** written notice or **two (2) months'** salary in lieu at the sole discretion of the Company.

Notwithstanding the above, the Company reserves the right at all times to terminate your employment (including employment during your probationary period) forthwith without notice or payment in lieu of notice if you are involved in gross negligence, misrepresentation, serious misconduct, a breach of any Dell policy including but not limited to the Code of Conduct; or commit any act of fraud or dishonesty or any criminal offense. In such an event, without prejudice to the Company's rights at law and/or under other provisions of this letter, the Company shall pay only salary earned by you up to the date of termination.

In the event of termination of services, you agree and authorize the Company to offset payment of any pro-rated allowance advances, and any other sums due to the Company to the extent permitted by law, against salary due and to withhold amounts that may be required by the relevant authorities. You will also be required to promptly deliver to Dell all originals and copies of materials, documents and property of Dell which are in your possession or control.

Restraint

(a) In addition, for a period of one year after termination of employment with the Company, you shall not approach or communicate with any customers of the Company, nor solicit or endeavor to take away from the Company, the business or any customers or clients of the Company.

(b) You further agree not to, for a period of [one year] after termination of employment with the Company, approach any employee of the Company or communicate with any employee of the Company with the effect of enticing, or attempting to entice any employee away from the Company.

Code of Conduct

It is a condition of this offer and your acceptance that in terms of both your business activities and personal endeavors, your conduct will be in accordance with Dell's policies and Code of Conduct. A copy of Dell's Code of Conduct is enclosed together with a statement that you have to read and agree to abide by the Code of Conduct during employment, needs to be signed and returned to us.

You should comply with the legal requirements of each country in which the Company conducts business and shall employ the highest ethical standards in your dealings. Use of any company assets for unlawful purposes is strictly prohibited.

Confidentiality and Intellectual Property Obligations

You shall not disclose, divulge, impart or reveal to any person or company any of the trade secrets, business practices and strategies or confidential operations, processes, dealings or any information concerning the organization, business, finance, transactions or affairs of the company or any of its related companies which may come to your knowledge during your employment hereunder, except as required in the performance of your duties for, and as authorized, by the Company. You shall not use or attempt to use any such information in any manner that may injure or cause loss either directly or indirectly to the Company or its business. You recognize and acknowledge that the above information is provided to you on trust by the Company for internal use only. This restriction shall continue to apply after termination of your employment.

You agree you will not use in your work and disclose to the Company any Confidential or Proprietary Information of a third party unless the Company first receives written authorization from the third party allowing the use or disclosure of such

information and unless the Company agrees in writing to receive such information on terms acceptable to the Company. You will abide by restrictions imposed on the disclosure and use of such third party information.

While you are an employee of the Company, you will promptly disclose to the Company, all Intellectual Property developed by you, solely or jointly with others, in the course of your employment. Intellectual Property includes each discovery, idea, improvement, or invention you create, conceive, develop or discover, alone or with others, which relates to the Company's business or results from the use of the Company's equipment, supplies, facilities, or information. All Intellectual Property, in whatever form, is the Company's property. You will assign to and agree to assign to the Company and its nominees, without additional compensation, all of your worldwide and perpetual rights in Intellectual Property. You will assist the Company in all ways, including giving evidence and executing any documents deemed helpful or necessary by the Company to establish, perfect, and register worldwide, at the Company's expense, such rights in Intellectual Property. You will not do anything in conflict with the Company's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties. If you come across any cases of infringement of the rights of the Company in its Intellectual Property, you will promptly notify the Company of such infringement and assist the Company in all ways to protect its Intellectual Property.

You hereby agree that the Company will be the copyright owner in all works of every kind and description created or developed by you, solely or jointly with others, in connection with any employment with the Company and you will not make any claims against the Company with respect to those copyright works. If requested to, and at no further expense to the Company, you will execute in writing any acknowledgments or assignments of copyright ownership of such Copyrightable Works as may be appropriate for preservation of the worldwide and perpetual ownership in the Company and its nominees of such copyrights.

If you accept new employment within one year of leaving the Company's employment, you will undertake to give written notice to the new employer of your obligations regarding Intellectual Property and Confidential and Proprietary Information.

Export Compliance

You will not export or otherwise transfer or release to any person, Controlled Technology or Software, during or after your employment, except as authorized in writing by Dell. Controlled Technology or Software is technology or software controlled under the U.S. Export Administration Regulations and includes, but is not limited to:

A. Technical information of Dell, its affiliates, its customers or other third parties that is in use, planned, or under development, such as but not limited to: manufacturing and/or research processes or strategies (including design rules, device characteristics, process flow, manufacturing capabilities and yields); computer product, process and/or devices (including device specification, system architectures, logic designs, circuit implementations); software product (including operating system adaptations or enhancements, language compilers, interpreters, translators, design and evaluation tools, and application programs); and any other databases, methods, know-how, formulae, compositions, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items; and

B. Information relating to future plans of Dell, its affiliates, its customers and other third parties, such as but not limited to: marketing strategies; new product research pending projects and proposals; proprietary production processes; research and development strategies; and similar items.

Release includes disclosure to any person, oral exchange, and application to situations abroad of personal knowledge or technical experience. If you have any doubts regarding whether particular information is Controlled Technology or Software, please consult your manager, Dell's Legal Department, or Dell's Export Compliance Organization.

Transferability and Change in Position

During the course of your employment, the Company may at its discretion transfer, assign and/or second you to another section, department, division, branch, holding company, subsidiary or associate company or any other company where the Company or its holding company has an interest, in any location in Malaysia or overseas, including where the said section, department, division, branch, holding company, subsidiary or associate company or any other company comes into existence in the future.

General

You agree that your name, voice, picture, and likeness may be used in Dell's advertising, training aids and other materials without payment of separate compensation.

You also agree that during Dell's working hours, you will devote your whole working time to the service of Dell and will not engage in any other work or employment.

You are required to meet all Global Ethics and Regional Compliance Training Requirements and it is your responsibility to find out about any other business/regional training requirements that pertain to you, from time to time. Failure to do so may impact your ability to **effectively, legally, and safely perform your duties**.

The Company reserves the right to monitor your use of its information and technology resources including but not limited to monitoring your telephone calls, internet usage and emails.

You also hereby consent to the collection, use and transfer (cross border or otherwise) of your personal data by the Company

and its related companies and/or third parties as appropriate to implement, administer and manage various HR related programs including but not limited to payroll administration and compensation plans that you may be participating.

This letter cancels and is in substitution for all previous letters of engagement, agreements and arrangements, whether oral or in writing between the Company and yourself. This letter, together with the Company's Code of Conduct and all prevailing Dell policies and regulations, is the entire agreement between you and the Company upon which you are employed.

This letter is governed by and construed in accordance with the laws of Malaysia and you and the Company submits to the jurisdiction of the Malaysian courts - Unless otherwise agreed in writing, you further agree and accept that your contract of employment with the Company shall, to the extent permitted, continue to be governed by the laws of Malaysia and you agree to submit to the jurisdiction of the Malaysian courts of notwithstanding any secondment or short term assignment to a related company of Dell.

The provisions of this contract of employment are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant.

Additional Important Information

This conditional offer will remain open for **5** days from date of issue and is contingent on the following:

- Successful completion of all aspects of the candidate application process, which includes passing a pre-employment medical examination
- Return of a signed copy of this letter and any attachments, prior to your start date
- Return of a signed copy of Dell's Code of Conduct
- Successful attainment of any required employment pass and/or visas

Please note that our offer of employment is only valid on the condition that you report to work on August 10, 2009.

To accept this offer, please sign and return this original offer letter and retain the attached copy for your records. We request that you keep the information included in this offer letter confidential. We are pleased to welcome you to Dell. Should you have any questions, or would simply like further information, please do not hesitate to call me.

Sincerely,

Dell Global Business Center Sdn Bhd


Sheela Kanapathi
Talent Acquisition Manager

Acceptance

In accepting employment with **Dell Global Business Center Sdn Bhd**, I hereby agree to abide by the terms and conditions set out in the above offer of employment and all policies and regulations of the Company as may be amended from time to time.

Name&Signature

Date

Attachments:
Code of Conduct
Dell Benefits Overview
Relocation Addendum

EMPLOYEE ACCEPTANCE

I have read and understand the Dell Code of Conduct in hard copy or online (<http://inside.dell.com/ethics/compliance/code.asp>) and agree to abide by it. I understand that inside.ap.dell.com contains further information regarding Dell's Business Conduct and other policies and agree that I will familiarize myself with these policies. I will contact the Ethics Department or my Human Resources Representative to further explain sections of the Code or policies that I do not fully understand. Further, I agree to contact my manager, Human Resources Department, the Ethics Department, the Legal Team, or the Employee Resource Center if I become aware of any clear or suspected violations of this Code or other Dell policies.

I understand that Dell's interpretation of its codes/policies shall be final and that it reserves the right to change, correct, modify, or revoke these codes/policies and practices and any of their terms at any time with or without notice. I also understand that any breach of Dell's Code or policies may result in disciplinary action being taken, including dismissal.

I HAVE READ THE TERMS OF THE DELL CODE OF CONDUCT AND AGREE TO ABIDE BY THEM.

NAME IN CAPITAL LETTERS

EMPLOYEE NUMBER

SIGNATURE

DATE SIGNED

Dell Benefits Overview -

This is a brief summary of some of the benefits based on the Company's prevailing employee policy and practices. The Company may modify the benefits at its sole discretion (and without obligation) as it may decide from time to time in accordance with the Company's policies. Please see plan documents for additional information.

1. Leave - Annual	<ul style="list-style-type: none"> • 15 working days Annual Leave pro-rated accordingly for the first year of service. • For every completed year of service, the employee is entitled to one additional working day of Annual Leave. Per annum the maximum entitlement is 25 working days
- Medical	<ul style="list-style-type: none"> • If no hospitalization is necessary: • 14 days if employed for less than 2 years; • 18 days if employed for 2 years or more but less than 5 years; • 22 days if employed for 5 years or more <p>60 days per calendar year which inclusive of both Outpatient and Hospitalization.</p>
2. Outpatient Medical Care	<ul style="list-style-type: none"> • All Employees should visit panel clinics selected by the Company by presenting the employee badge for consultation • Outpatient Specialist Consultation requires referral by in-house or panel doctor. No reimbursement will be made for non-referral cases. Total pool for employee and dependants is to the maximum of RM2,100 per annum (depending on no of dependents & pro-rated for new hires accordingly for the first year of service). The breakdown is as follows:- • Employee - RM600 per annum • Spouse - RM300 per annum • Dependants - RM300 each to the maximum of 4 • Eligible dependents include the employee's spouse and children. Children are covered up to age 16, or age 23 if they are unmarried and are full-time students of publicly recognized universities/colleges.
3. Dental / Vision Care	<ul style="list-style-type: none"> • The Company provides the employee reimbursement for dental care by a registered Dental Surgeon or Dentist of up to RM200 per year, pro-rated accordingly for the first year. • The Company provides the employee reimbursement for Vision Care consultation with registered optometrist, the amount of which is limited to the total maximum amount of RM100 over 2 calendar years.
4. Insurance	<ul style="list-style-type: none"> • The Company provides coverage for the employee under the following programs: • Group Health Insurance Plan • Group Term Life • Group Personal Accident Insurance
5. Product Purchase Program	<ul style="list-style-type: none"> • Employees are eligible to purchase Dell products at Factory Product Cost plus freight charges and a handling fee. • Employees are eligible to purchase 3 systems per fiscal year for personal use or by family members, relations, or associates. • Employees are not permitted to re-sell the systems to any third party.

Dell Confidential

Sign-On Bonus Repayment Agreement

I understand that Dell Inc. or a subsidiary or affiliate of Dell Inc. (collectively, "Dell") will pay me a one-time sign-on bonus associated with my employment with Dell.

In consideration of such payment and my employment with Dell, I agree that if my employment with Dell ends within the first 12 months of my date of hire (first day of employment), either because I resign (regardless of the reason) or because Dell terminates my employment for cause (as determined by Dell in its sole discretion), I will repay to Dell, depending on my length of service, all or part of the sign-on bonus paid to me. I agree that this repayment obligation cannot be waived except by a written agreement signed by appropriate representatives of Dell.

The amount I must repay (referred to as the "Repayment Amount") will be determined using the following formula:

$$\text{Total Sign-On Bonus} \times [(12 - \text{Full or Partial Months of Service}) \div 12]$$

For example, if Dell pays me a sign-on bonus of \$1,000, and I quit my employment with Dell after being employed for six months, the amount I must repay to Dell is \$500, computed as follows: $\$1,000 \times [(12-6) \div 12]$.

I agree that the Repayment Amount will become fully due and payable upon my termination of employment. I hereby authorize Dell, to the full extent allowed by law, to deduct the Repayment Amount from any monies owed to me by Dell, including, but not limited to: wages, final paycheck, reimbursement for expenses, payment for unused benefits, refunds of contributions to benefit plans or programs, and/or any other sums payable to me by Dell.

Name&Signature

Date

RETURN THIS FORM WITH SIGNED OFFER LETTER



August 7, 2009

Soon Chian Lim
13, Jalan Kesturi 3
Taman Bunga Raya
83010
Malaysia

Addendum to Offer Letter

Dear Soon Chian,

As an addendum to our Offer Letter dated **August 7, 2009, Dell Global Business Center Sdn Bhd** (hereinafter referred to as "the Company") is pleased to offer the following assistance for your relocation from **Johor to Cyberjaya**.

Relocation Lump Sum Amount

You will receive a one-off amount of **Malaysian Ringgit (MYR) 2,000.00** to cover expenses related to your move from **Johor to Cyberjaya** including temporary living expenses. This amount is payable with your first payroll in **Cyberjaya**.

Transportation

The Company will provide you and your immediate family members with either one-way air or train tickets, or taxi fare or mileage claim reimbursement, from **Johor to Cyberjaya** in accordance with Dell Travel Policy.

Relocation/Incidental Allowance

You will receive a one — off relocation/incidental allowance of **Malaysian Ringgit (MYR) 6,000.00** to cover expenses related to your move from **Johor to Cyberjaya**. This allowance is payable with your first payroll in **Cyberjaya**.

Acceptance of Terms and Conditions

I understand that Dell will be paying certain reasonable, approved and documented expenses associated with my relocation.

In consideration of such payment and my employment with Dell, I agree that if my employment with Dell ends within the first 12 months of my date of hire (first day of employment), either because I resign (regardless of the reason) or because Dell terminated my employment for cause (as determined by Dell in its sole discretion), I will repay to Dell, depending on my length of service, all or part of the total relocation expenses it has paid to me or incurred on my behalf. I agree that this repayment obligation cannot be waived except by a written agreement signed by appropriate representatives of Dell.

The amount I must repay will be determined by the following formula:

$$\text{Total Relocation Expenses Paid by Dell} \times [(12 - \text{Full or Partial Months of Service}) \div 12]$$

I agree that the Repayment Amount will become fully due and payable upon my termination of employment.

I hereby authorize Dell, to the full extent allowed by law, to deduct the Repayment Amount from any monies owed to me by Dell, including, but not limited to: wages, final paycheck, reimbursement for expenses, payment for unused benefits, refunds of contributions to benefit plans or programs, and/or any other sums payable to me by Dell.

Accepted by:

Name:

Date:

RETURN THIS SIGNED FORM WITH OFFER LETTER