

**From:** Steven Sinofsky <[REDACTED]>

**To:** Jeffrey Epstein <jeevacation@gmail.com>

**Subject:** RE: Resignation Agreement

**Date:** Tue, 13 Nov 2012 08:08:37 +0000

**Importance:** Normal

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I gotta sleep .. but advise me or tell me who to advise me? Obviously our legal folks have heard everything before ;-)

A lot of people would follow me if we moved to SF or NY and I was at a stable company that did cool stuff.

The retention bonus they are giving folks is sort of insulting.

Sent from Windows Mail

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**From:** Jeffrey Epstein

**Sent:** November 13, 2012 12:05 AM

**To:** Steven Sinofsky

**Subject:** Re: FW: Resignation Agreement

All one sided.. You definitely will need advice

On Tuesday, November 13, 2012, Steven Sinofsky wrote:

any suggestions?

they are paying each of my directs (8 people) \$1m over two years as a retention bonus in addition to promoting several of them (so more money). they are very worried I will recruit them. they would all go somewhere if I landed somewhere stable.

Sent from Windows Mail

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**From:** Brad Smith (LCA)

**Sent:** November 12, 2012 4:34 PM

**To:** Steven Sinofsky

**CC:** Lisa Brummel

**Subject:** Resignation Agreement

Hi Steven,

I wanted to send to you a draft resignation agreement.

I want to say at the outset that it's entirely up to you whether you want to enter into this type of agreement. As I'm sure you know, even in the absence of a resignation agreement, there are certain aspects of your current agreement with Microsoft that survive your employment on either a limited or perpetual basis. For example, certain trade secret obligations continue on a perpetual basis, while your non-compete and non-solicitation obligations survive, but for twelve months rather than perpetually.

When other very senior executives have left the company after extensive years of service and making important contributions to Microsoft's success, we typically have entered into a formal resignation agreement, similar to the draft that I have attached to this email. This agreement clarifies some of your current obligations and enhances some others (including a non-solicitation obligation that lasts 18 rather than 12 months), and in exchange it provides you with considerable remuneration that is designed generally to be comparable to the compensation benefits you would receive if you were to remain a Microsoft employee until next summer.

I'm happy to walk you through any aspect of this draft and answer any questions you may have. In addition, it's not uncommon for an executive in this type of situation to wish to retain counsel to review this type of agreement. This of course is completely your decision to make, and if you wish to retain counsel we'd be happy to talk directly with your lawyer if that would facilitate things. I have attached a short document that has the contact details for two employment lawyers in Seattle that are well-regarded and have represented departing Microsoft or other executives in the past. This is obviously for your reference only, and as I've said, we'd be prepared to talk directly with any lawyer you retain, or with you directly if you wish to proceed without counsel.

There's no immediate rush on any of this. If you're interested in pursuing this type of agreement, we would like to put things together with you by the first week of December. But between now and then I'll leave to you the opportunity to take a look at this and let us know whether this is something you'd like to pursue.

Thanks.

Brad

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