



Dear Harshit,

We're delighted to share the following employment document with you! If you have any questions, please reach out to your recruiter and they'll be happy to help you out.

Below is a to-do list of required items ahead of your start date:

- **Accepting this offer:** Review and e-sign your employment documents. If your documents are not signed in a timely manner it will impact your start date. If you have questions on the contents of the employment documents, please reach out to your recruiter.
- **Wet-Sign:** As you are joining our offices in China or India, our onboarding team will print out a copy of your e-signed contracts and collect an extra wet signature from you on your first day in office.
- **Ahead of your start date:** In addition to signing your documents, take a moment to review our [Onboarding Help site](#) for lots of useful info on Relocation, Google's Employee Privacy Policy and Work Authorisation etc, as well as details on your [Equity Compensation](#).
 - a. Ensure to complete all required forms under "[Before You Start](#)". This step is needed to complete your onboarding into Google, and for Benefits and Payroll enrollment. Note: Make sure you select your correct Country Work Location!

After signing, a copy of your signed employment documents will automatically be shared with us and you for your records.

If you have queries regarding the signing process or technical issues, contact our team at offer-letters@google.com.

Thank you!

The Offer Letters Team



Contract of Employment

18 September 2023

Harshit Nahata

First Floor, A-2/5, Krishna Nagar, Delhi - 110051

Dear **Harshit**,

Google IT Services India Private Limited ("Company") is pleased to offer you employment as **Software Engineer** with the Company on the following terms and conditions. This offer is conditional upon you: demonstrating that you have a valid right to work in India, providing a copy of your Aadhaar card and PAN card to the Company, and successfully completing all background checks required by the Company, including criminal checks and verification of your employment history and you providing satisfactory written evidence, on request, that you have obtained all relevant qualifications (including relevant educational qualifications) required for the role.

CONTRACT OF EMPLOYMENT

This contract of employment ("Agreement") is made and entered into between Google IT Services India Private Limited, with its registered place of business at Google IT Services India Private Limited, Bagmane Constellation Business Park, 11th-12th Floor, Carina-West Tower, Bangalore, 560048, India, and, **Harshit Nahata**,

First Floor, A-2/5, Krishna Nagar, Delhi - 110051

("you").

1. Commencement and Term of Employment

- (a) Your employment will commence on **1 July 2024** ("Commencement Date"), or such other date as agreed between the parties, provided you have a valid right to work in India or, a working visa and employment permit on that date. Otherwise, subject to the Company's agreement to a delayed Commencement Date, your employment will commence on the date on which you obtain such a visa and permit; and, such date will be the Commencement Date. Your employment will continue for the period as reflected in the relevant work permit (including any renewals), unless terminated earlier in accordance with this Agreement. Your employment will cease if you no longer hold a valid work permit.
- (b) Subject to the Company's rights to terminate your employment pursuant to this Agreement or applicable law, the term of your employment is intended to be indefinite.



- (c) Your continued employment with the Company is contingent upon you (a) maintaining in force any necessary visas, permits, registrations or licences to enable you to lawfully work for the Company in India and (b) successfully completing the background checks required from time to time by the Company, including criminal checks and verification of your employment history. The Company reserves the right to withdraw this offer (before the Commencement Date) or terminate your employment (if you have already commenced work) if any data provided as a part of the background checks is found to be factually incorrect, if any of the checks are found to be unsatisfactory in the Company's sole discretion, or if the Company finds that you have failed to provide information relevant for the checks.
- (d) You will initially be on probation for a period of six (6) months from the Commencement Date, after which your performance and conduct will be reviewed and if found to be satisfactory, your appointment will continue on the terms set out in this Agreement. If your performance or conduct is found to be unsatisfactory, the Company may in its sole discretion extend your probation for up to three (3) additional months. During the period of probation, your employment may be terminated by the Company without notice or with notice required by law as then in effect, whichever is greater, or payment of base salary in lieu of notice.

2. Terms and Scope of Employment

- (a) You will be employed in the position of **Software Engineer, Google IT Services India Private Limited**.
- (b) Your primary place of work will be based at the Company's offices in **Bangalore**, India, or such other location as nominated by the Company from time to time. However you may be required to work at any other Company premises or to undertake business travel for the performance of your duties.
- (c) Under the terms of this Agreement, and without the need to terminate the employment relationship or to enter into a new agreement, the Company is permitted to assign you additional tasks, to modify or remove your assigned duties, to change your reporting lines or to change the place of your employment without additional compensation to you.
- (d) You agree that, during the period of employment under this Agreement, you will diligently and loyally devote all of your professional skills, time, energies and best efforts to the performance of your duties on behalf of the Company.
- (e) You will not sell, distribute, publicly exhibit, circulate, transmit, e-mail, fax, export, convey, duplicate, print or otherwise copy or reproduce any Internet advertisement or any material appearing at the URL associated with such advertisement that is the subject matter of such advertisement or any part thereof. In addition, you will not possess or provide any Internet advertisements or related keywords, categories or other targeting mechanisms, Company advertising technology, Company confidential information, Company intellectual property, or derivative works of the foregoing to any third party.
- (f) The Company reserves the right to place you on administrative leave on full pay during the course of any investigation or otherwise on legitimate business grounds in the Company's absolute discretion.

3. Compensation

- (a) Your base salary will be INR **1,950,000.00** per year, payable according to local payroll practices in accordance with the Compensation Breakdown set out in Appendix A.
- (b) Your base salary and other compensation payments due to you in accordance with this clause 3 will be paid by bank transfer, or by other means as determined by the Company, with the timing of such payments to be advised to you and in accordance with the Company's policy.



- (c) Payment of your base salary and any other compensation is subject to any deductions required by law from time to time, including without limitation the usual deductions for tax and Provident Fund contributions. Except for the taxes and contributions mandated by law to be withheld by the Company or for the government filings required by law to be made by the Company in connection with the salary and other compensation and benefits arising from this employment, all other taxes and contributions and filings will be your responsibility and will be made by you.
- (d) Base salary includes compensation for all services rendered under this Agreement, including overtime, to the extent permitted by law. Your base salary shall be subject to an annual review in accordance with Company policy and in the Company's sole discretion.
- (e) In addition to your base salary, you are eligible to participate in the Company bonus plan and your annual bonus target will be **15.0%** of your base salary. Any bonus payout is fully discretionary and conditional on both the Company's performance and your individual performance. To receive a bonus payment, you must be employed by the Company on the date on which payments under the plan are paid. The Company reserves the right in its absolute discretion to vary the plan. The payment of your bonus shall be subject to such statutory deductions as may be required in accordance with applicable legislation in force from time to time.
- (f) Sign-On Bonus: The Company agrees to pay you a one-time Sign-On bonus in the amount of INR **150,000.00** on your first pay date with the Company. The Sign-On Bonus will be treated as an advance payment for the period from its payment until 12 months from the Commencement Date. Further, the payment of this bonus is conditional on you remaining as an employee of the Company for 12 months from the Commencement Date. If you leave the Company for any reason within 12 months of the Commencement Date, you must repay the Sign-On Bonus on a prorated basis (based on the number of months remaining until the said 12 month period expires). The payment of your Sign-On Bonus shall be subject to such statutory deductions as may be required in accordance with applicable legislation in force from time to time.

4. Benefit Plans

You will also be entitled to participate in all of the Company's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Company reserves the right to amend or discontinue such benefit plans in its sole discretion and without compensation to you for such amendment or discontinuance.

The Company will make contributions to the Provident Fund in accordance with the applicable laws for the time being in force and any statutory amendments there under. You must provide a copy of your Aadhaar card on joining the Company in order to be eligible for Provident Fund contributions.

The Company will also provide you with health and risk insurance benefits in accordance with the policies of the Company. The Company reserves the right to amend or discontinue all benefits in its sole discretion and without compensation to you for such amendment or discontinuance. Employees are not entitled to any compensation for the loss, or prospective loss, of benefits arising from any employment action taken by the Company, including, without limitation, dismissal, and the Company's rights to take such employment actions is not to be restricted or fettered by the existence of any benefit policy. All benefits provided by the Company are provided subject to the terms and conditions imposed by the Company and/or third party providers.

5. Leave Entitlements

- (a) You will receive paid annual leave in accordance with statutory requirements as set out under applicable Company policies. The Company may provide discretionary benefits in addition to your statutory entitlements, which may be found on the Company's intranet pages. Such additional benefits do not form part of this Agreement and are subject to change or discontinuance at the Company's discretion from time to time.



- (b) You will be entitled to 12 days of sick leave per calendar year (pro-rated according to the number of completed months of service) in accordance with applicable law and the Company's sick leave policy in force from time to time.

6. Working Hours

The standard working hours under this Agreement will be forty (40) hours per week. However, you may be required to work additional hours from time to time in order to perform your duties effectively, and you agree that you will not be entitled to any additional remuneration for such hours of work outside the standard working hours. Depending on business needs, you may be required to work on different shift schedules, including night shifts, and by signing this Agreement, you consent to working on such shift schedules as may be prescribed by the Company from time to time.

7. Professional Expenses

Your reasonable and necessary professional expenses for travel and lodging, incurred in furthering of Company business, will be reimbursed to you in accordance with the standard policies of the Company, as from time to time in effect, upon presentation of documentary evidence acceptable to the Company.

8. Disability

- (a) You will notify the Company immediately of every incapacitation from work and its probable duration. Upon request by the Company, reasons for the incapacitation must be given to the Company by you.
- (b) In case of illness, you will provide a self-certification of the incapacitation, also stating its probable duration, before expiry of the third (3rd) calendar day after the beginning of the incapacitation. In the case of any illness exceeding five (5) days, you will provide a further medical certificate.

9. Termination of Employment Relationship

- (a) The Company and you mutually accept the possibility that at some future point the Company or you may wish to end this employment relationship.
- (b) Your employment may be terminated by the Company without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement, or are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Company.

Misconduct includes without limitation:

- Habitual absence from work or absence from service without prior notice in writing or without sufficient cause for ten days or more;
- Causing damage to the property of the Company;
- Continued discharge of work functions, in a manner which does not meet the standards reasonably expected by the Company from you;
- Engaging in any conduct amounting to sexual harassment, as defined under the Company's policies;
- Breach of any provisions of the Confidential Information and Invention Assignment Agreement attached as Appendix B;
- Breach of any of the policies set out in the Code of Conduct, any policy contained in the Company's intranet site, or other policy communicated to employees.

- (c) Your employment may be terminated by the Company in the following manner: (i) During the probationary period, your employment may be terminated by the Company without notice or with notice required by law as then in effect, whichever is greater, or by payment of base salary in lieu of



notice.

(ii) After the probationary period, your employment may be terminated by the Company providing you with one (1) month's written notice of termination, or notice required by law as then in effect, whichever is greater, or payment of one month's base salary in lieu of notice.

- (d) You may also terminate this Agreement at any time by giving one (1) month's written notice of termination to the Company. The Company may at its sole discretion waive all or part of the notice or allow you to pay in lieu of the notice. Once your resignation is accepted by the Company, it cannot be withdrawn by you without the express consent of the Company.
- (e) At any time after notice of termination is given by either party, the Company shall have the right to permanently relieve you from the performance of any and all duties of your position with the Company upon the continued payment of your base salary, as then in effect, for the duration of any notice period required. At the end of the notice period, any outstanding annual leave that you are entitled to will be paid to you.
- (f) You agree that if you are unable to perform your employment duties by reason of your continued ill-health or accident or disability for a period of six (6) months or more, the Company may terminate your employment by providing you with one month's written notice of termination, or notice required by law as then in effect, whichever is greater, or payment of one month's base salary in lieu of notice, in accordance with clause [9(c)] above.

10. No Conflict of Interest

- (a) You represent and warrant that as of the Commencement Date, you will have terminated your employment with any previous employer.
- (b) You represent and warrant that you have not entered into any previous or contemporaneous agreements which may be in conflict with the terms and conditions of this Agreement, or which would preclude you from fully performing your job responsibilities for the Company.
- (c) You represent that your performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you in confidence or in trust prior to your employment by the Company, and you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others.
- (d) During your employment with the Company, you agree not to engage in any other employment, occupation, or consulting directly related to the business in which Google is now involved or becomes involved during the term of your employment, nor engage in any other activities that may conflict with your obligations to the Company, including but not limited to, employment outside of the Company, membership on Boards of Directors or Advisory Boards, personal investments or establishing, maintaining or servicing business relationships with family or friends.

11. Anti-Discrimination and Harassment

We will not tolerate any form of discrimination or harassment (including sexual harassment) at our workplace which is in breach of the Company's policies or relevant laws. If you become aware of any such conduct you must immediately report it to us. You acknowledge and agree that violation of any such Company policy or law may lead to disciplinary action, up to and including immediate termination of your employment.

12. Post-Employment Restraint

- a) During your employment and for the period of 6 months from the date of termination of your employment (Termination Date) (less any period during which the Company has exercised its right to place you on Garden Leave), you will not, without the prior written consent of the Company,



either on your own account or in conjunction with or on behalf of any other person, firm or company canvass, solicit or accept orders, customers or business from any Business Partners for purposes of engaging in a Competitive Business.

- b) During your employment and for the period of 6 months from the Termination Date (less any period during which the Company has exercised its right to place you on Garden Leave), you will not, without the prior written consent of the Company, either on your own account or in conjunction with or on behalf of any other person, firm or company conduct business with or perform any services or work for, directly or indirectly, any Business Partners for purposes of engaging in a Competitive Business.
- c) During your employment and for the period of 6 months from the Termination Date (less any period during which the Company has exercised its right to place you on Garden Leave), you will not, without the prior written consent of the Company, either on your own account or in conjunction with or on behalf of any other person, firm or company, induce, encourage or assist any Covered Employees to terminate their employment or engagement with the Company or any of its Related Corporations or modify their relationship with the Company in a way that is adverse to the Company.
- d) Each of the restraints above is separate, distinct, severable and independent from each of the other restraint so that if any of the restraints are found to be invalid as an unreasonable restraint of trade or for any other reason whatsoever, but would be valid if part of the wording thereof had been deleted or the range of activities or area dealt with reduced in scope, then such portions will apply with such modifications as may be necessary to make them valid and effective and the remaining obligations will remain valid to the extent legally permissible.
- e) You hereby undertake to indemnify and keep indemnified the Company against any loss or damage suffered by it arising from the breach of your obligations under this paragraph. Notwithstanding the aforesaid and without prejudice to any other rights or remedies that the Company may have, you acknowledge and agree that damages alone is not an adequate remedy in the event that you breach any of the restraints, and accordingly the Company shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this paragraph.
- f) While the restraints in this Agreement continue to operate, you must immediately notify any new employer, principal contractor, partner or joint-venture party who may potentially be affected by the restraints, of these provisions.
- g) For the purposes of this agreement, the following words have the meanings set out below:



Competitive Business:	any business or institution primarily dedicated to: (a) the business of providing cloud services, online advertising and/or search engine services or any part of it carried on by the Company as at the Termination Date or at any time during the 12 month period immediately prior to that date; (b) the research into, development, manufacture, supply or marketing of any product which is of the same or similar type to any product researched, developed, manufactured, supplied or marketed by the Company at the Termination Date or any time during the 12 month period immediately prior to that date; (c) the development of any services (including but not limited to technical and product support, or consultancy or customer services) which are of the same or similar type to any services provided by the Company at the Termination Date or at any time during the 12 month period immediately prior to that date; in respect of which: (i) your duties were directly concerned or for which you were responsible or materially involved during the Relevant Period; or (ii) you possess Confidential Information obtained during the course of your employment with the Company and which may require you to disclose or make use of any Confidential Information in order to properly discharge your duties to or to further your interest in that business.
Covered Employees:	any director, employee or consultant of Google who: (i) is in a senior, managerial, technical, supervisory, sales or marketing capacity; or (ii) who by reason of such employment or engagement is likely to have knowledge of any Confidential Information of Google.
Business Partner:	any partners, vendors, suppliers, clients, and any other person in a business relationship with the Company during the Relevant Period (defined below) with whom or of which you have dealt with or of whom or of which you have knowledge by virtue of your duties in the Relevant Period.
Relevant Period :	the twelve (12) months immediately preceding the Termination Date.
Restricted Jurisdictions :	(a) India; and (b) any other jurisdiction in respect of which you have been responsible (whether alone or jointly with others), concerned or active on behalf of the Company during the Relevant Period.

13. Confidential Information and Invention Assignment

You agree to the terms set out in the Confidential Information and Invention Assignment Agreement attached as 'Appendix B', which sets out your obligations in relation to confidentiality and assignment of intellectual property rights.

14. Data Privacy

You have reviewed Google's Employee Privacy Policy, attached as "Appendix C" to this Agreement, as amended from time to time, and consent to the collection, processing and use of your personal information, including sensitive categories of data (eg medical information) by Google, in accordance with and for the purposes set out in the policy. You also consent to the transmission of your personal information to



other companies in the Google group, to third party service providers engaged in connection with the employment relationship (such as payroll and benefit providers), and otherwise as permitted or required by law, including transfers to entities outside India.

15. Use of Information Technology and Communications

- (a) You acknowledge that the Company's local and wide area network infrastructure and its telecommunications system and its components, including telephones, mobile phones, facsimile machines, photocopiers, printers, personal organizers, computers and servers, as well as the applications running on and services provided by these systems including e-mail and voicemail, Internet and intranet, and file storage facilities ("IT Systems") and all oral communications, telephone conversations, information and messages or any part of a message (whether in the form of data, texts, images, speech or any other form) transferred via and/or stored on the IT Systems, including any recording and/or copies made of such communications, and any attachments to such communications ("Communications") made via the IT Systems are the property of the Company. You understand that it is your responsibility to comply with the Company's policies governing usage of the IT Systems.
- (b) You acknowledge that the Company has the right to monitor, record, or access any Communications made via the IT Systems, electronic files, or other uses or applications of the IT Systems for compliance with Company policies and for any other business-related purposes in the Company's sole discretion. You should have no expectation of privacy when using company IT Systems.

16. Salary deductions

You agree that the Company may at any time during your employment or on termination deduct from your compensation any amounts that you owe the Company including but not limited to overpayment or advances of wages or expenses, outstanding loans, relocation or other allowances/ bonuses which may be subject to repayment under this Agreement, or excess holiday to which you were not entitled.

17. Company Regulations

- (a) During your employment with the Company, you shall observe and comply with the Code of Conduct, the policies contained in the Company's intranet site, and any other policies, rules, regulations and directives of the Company as may from time to time be made or given. These policies do not form part of your contract of employment but you must read and comply with them, as amended from time to time. The Company shall have the right to alter and amend the policies, rules and regulations of the Company at any time in its absolute discretion.
- (b) You confirm that you have read and understand the provisions of the Company Code of Conduct and Business Courtesies Policy prohibiting foreign bribery and improper payments and requiring strict compliance with the United States Foreign Corrupt Practices Act ("FCPA"), and agree to fully comply with those provisions and the FCPA and the corresponding laws of any other jurisdiction where applicable to your employment by the Company.
- (c) Without limiting the generality of the foregoing, you represent and warrant that you have not, and shall not at any time during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any government official ("government official" includes any government employee, employee of government-owned or government-controlled companies, political party, candidate for public office and public international organizations); or (ii) any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business. You further represent and warrant that you will not make any facilitation payments, which are payments to induce government officials to perform routine functions they are otherwise obligated to perform.



- (d) You recognize that, in the course of your employment, the Company may release to you items (including, but not limited to, software, technology, or systems, equipment and components) subject to the Export Administration Regulations ("EAR") or the International Traffic in Arms Regulations ("ITAR"). You hereby certify that you are authorized to receive such items and that you will not export, re-export or release these items in violation of the EAR or ITAR or other applicable export control laws and regulations. In order to comply with this certification, you will not disclose/export/re-export these items to any person other than the persons in your working group as required in the performance of the job responsibilities assigned to you by the Company.

18. Related Corporations

- (a) In the course of your employment with us, you may, from time to time, perform duties for or in connection with Related Corporations of the Company.
- (b) You agree that references to the Company, 'we', 'our' or 'us' in this Agreement (including its Exhibits) are references not only to the Company but also, where the meaning of the clause allows, to any Related Corporation of the Company. This means that your duties and obligations, including in relation to confidential information, intellectual property and non-solicitation, apply not only to the Company but also to our Related Corporations.
- (c) For the purposes of this Agreement, 'Related Corporation' shall mean a corporation which is deemed to be related to the Company including:
 - i. holding company of the Company; ii. subsidiary of the Company; and/or iii. subsidiary of the holding company of the Company.

19. Miscellaneous

- (a) This Agreement supersedes any prior oral or written agreements, representations and promises of any kind, whether written, oral, express or implied, between the parties relating to your employment with the Company or any Related Corporation of the Company.
- (b) This Agreement together with its Appendices constitutes the entire Agreement relating to the terms contained herein.
- (c) This Agreement can only be modified in writing, signed by you and the Company.

20. Severability

The Company and you mutually agree that the provisions of this Agreement are severable, and if any one provision is found to be unenforceable in whole or in part, the remainder of the Agreement will remain valid and enforceable. The Company and you further agree that the court should modify any provision to make it enforceable.

21. No breach

In signing below, you confirm that you are not bound by any prior contract, undertaking, commitment or other obligation which prevents you from being employed by the Company and being able to fully and completely perform the services contemplated by this Agreement. You also confirm that in fulfilling your duties hereunder you will not be breaching any duty of confidentiality to any persons, including without limitation, your previous employers or principals.

22. Waiver

Waiver of breach of any term or condition of this Agreement will not be deemed to constitute the waiver of any other breach of the same or any other term of condition herein contained.

23. Successors and Assigns



The Company will have the right to assign this Agreement to its parent, subsidiaries, subdivisions, affiliates, successors and assigns, and all covenants and agreements herein will inure to the benefit of and be enforceable by such. This Agreement is personal to you and will not be assigned by you.

24. Notice under the Agreement

- (a) Any notices required to be given under this Agreement shall be in writing and shall be validly delivered if (a) sent by personal hand delivery, or (b) sent by mail to the address of the applicable party set forth on the first page of this Agreement, or such other address as is provided by the parties in writing.
- (b) The Company and you mutually agree to make every reasonable effort and accommodation required for the timely receipt of notices required under this Agreement.

25. Choice of Law/Jurisdiction

This Agreement is governed and construed in accordance with the laws of India. You hereby expressly consent to the jurisdiction of the courts of India and waive any objection to the said venue.

Harshit Nahata, we are pleased that you are interested in Google IT Services India Private Limited and we all look forward to working with you. We believe that you will find Google IT Services India Private Limited a truly exciting and fulfilling place to work.

The Company and you acknowledge and agree that the foregoing accurately describes the relationship that you are willing to enter into with the Company and the Company and you agree that this Agreement is fair and reasonable. The Company and you acknowledge our acceptance and understanding of this Agreement by our respective signatures below.

In **Bangalore**, India
Google IT Services India Private Limited

A handwritten signature in black ink, appearing to read 'Shraddhanjali Rao', is written over a horizontal line.

By _____
Shraddhanjali Rao
Director, Market HR



AGREED AND EXECUTED

DocuSigned by:
Harshit

Harshit Nahata

September 18, 2023

Date



APPENDIX A:

COMPENSATION BREAKDOWN

GOOGLE IT Services India Private Limited

Job Offer Annexure

Effective Date: 1 July 2024

Employee Name: Harshit Nahata

Component	Annualised Calculation	INR (Rs.) a year
Basic Salary	(A) D*40%	780,000.00
HRA	(B) A*40%	312,000.00
Basket of Allowances ¹	(C) (D*60%) - B	858,000.00
Base Salary	(D) A+B+C	1,950,000.00
Estimated Annual Target Bonus ²	(E) D*15.0%	292,500.00
Base Salary + Target Bonus³	(F) D+E	2,242,500.00
Provident Fund (Employer contribution) ⁴	(G) As per the Google IT Services India Provident Fund Policy	93,600.00
Gratuity ⁵	(H) A*0.048	37,440.00
Retirals	(I) G+H	131,040.00
Estimated Cost to Company⁶	(J) F+I	2,373,540.00

¹ The Basket of Allowances currently includes Leave Travel Allowance (LTA) and special allowance. You may be eligible for some or all of these allowances. Please contact Human Resources for further details regarding the components for which you are eligible and any limits which may be applicable to you.

² The Bonus Plan is a discretionary variable compensation plan and the Company reserves the right in its absolute discretion to vary or withdraw the Plan. The estimated figure mentioned above is not a guaranteed bonus and is included only as an indicator of what your total annual bonus might be if you work for the full calendar year and achieve target performance. This figure is based on the target bonus % in your employment contract, multiplied by the Base Salary figure above. The actual bonus amount you receive could be higher or lower than this figure, or nil, in accordance with the terms of the Company's bonus plan and your contract of employment.

³ Note also that this figure above includes the target bonus and therefore the figure may be higher or lower depending on the final bonus payout.



⁴ *This figure is a guide only and the Company will make contributions to the Provident Fund Scheme in accordance with the applicable laws for the time being in force and any statutory amendments there under from time to time.*

⁵ *Googlers completing at least 4 years and 240 days (including weekends and paid holidays), are eligible for payment of Gratuity in accordance with the law and the Company's policies. The value here is an estimate of your Gratuity accrual for one year. If you do not complete the minimum service requirements, no Gratuity is payable.*

⁶ *The Estimated CTC figure includes the estimated annual bonus and therefore the actual figure may be higher or lower depending on the final bonus payout. It does not include the value of any equity awards which may be granted. The Estimated CTC is a gross figure and is subject to such statutory deductions as required by law from time to time, and deduction of employee contributions to Provident Fund.*



APPENDIX B:

GOOGLE IT Services India Private Limited

CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

As a condition of my employment with Google IT Services India Private Limited ("Company"), and in consideration of my receipt of confidential information, my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information

- (a) Definition of Company Confidential Information. I understand that "Company Confidential Information" means information (including any and all combinations of individual items of information) that the Company has or will develop, acquire, create, compile, discover or own, that has value in or to the Company's business which is not generally known and which the Company wishes to maintain as confidential. Company Confidential Information includes both information disclosed by the Company to me, and information developed or learned by me during the course of my employment with the Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research, or development of the Company, or the Company's technical data, trade secrets or know-how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with which I may become acquainted during the term of my employment), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information will not include any such information which I can establish (i) was publicly known or made generally available prior to the time of disclosure by the Company to me; (ii) becomes publicly known or made generally available after disclosure by the Company to me through no wrongful action or omission by me; or (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by the Company as shown by my then-contemporaneous written records.
- (b) Non-use and Non-disclosure. I agree that during and after my employment with the Company, I will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information, and I will not (i) use the Company Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of my employment, or (ii) disclose the Company Confidential Information to any third party without the prior written authorization of the Chief Executive Officer or the Board of Directors of the Company. Prior to disclosure when compelled by applicable law; I will provide prior written notice to the Chief Executive Officer and General Counsel of Google LLC (as applicable). I agree that I obtain no title to any Company Confidential Information, and that as between the Company and me, the Company retains all Company Confidential Information as its sole property. I understand that my unauthorized use or disclosure of Company Confidential Information or violation of any Company policies regarding the protection of Company Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this Section 1(b) will continue after termination of my employment.
- (c) Former Employer Information. I agree that I will not, during my employment with the Company, improperly use, disclose, or induce the Company to use any proprietary information or trade secrets



of any former or concurrent employer or other person or entity with which I have an obligation to keep in confidence. I further agree that I will not bring onto the premises of the Company or transfer onto the Company's Electronic Media Equipment or Electronic Media Systems (each as defined below) any unpublished document, proprietary information, or trade secrets belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity (except in the case of another Google entity).

- (d) Third Party Information. I recognize that the Company has received and in the future will receive from third parties associated with the Company, e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("Associated Third Parties"), their confidential or proprietary information ("Associated Third Party Confidential Information") subject to a duty on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all times during my employment with the Company and thereafter, to hold in the strictest confidence, and not to use or to disclose to any person, firm or corporation any Associated Third Party Confidential Information, except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree to comply with any and all Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company.
- (e) User Data. User Data consists of information directly or indirectly collected by Google from users of its services. User Data includes individual log files related to any user session or use of Google services or log files in the aggregate. User Data also includes personally identifiable information, which is information that can be directly associated with a specific person or entity, such as a name, address, telephone number, e-mail address, or information about activities that can be directly linked to a user, such as an IP address or cookie information. I agree to treat User Data as Company Confidential Information under this Agreement and to access, use and disclose User Data only as authorized by and in accordance with this Agreement and Company policies.

2. Inventions

- (a) Assignment of Inventions. As between the Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, ideas, concepts, trademarks, and trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of the Company (including during my off-duty hours), or with the use of the Company's equipment, supplies, facilities, or Company Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing, except as provided in Section 2(e) below (collectively, "Inventions"), are the sole property of the Company. I also agree to promptly make full written disclosure to the Company of any Inventions and to deliver to the Company or its designee all of my right, title and interest in and to the Inventions. I also hereby irrevocably assign fully to the Company or its designee all of my right, title and interest in and to Inventions, except as prohibited by the laws of India and as otherwise set forth in Section 2(e) below. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, I agree that such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. I further acknowledge and agree that I shall waive



any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act and Indian Copyright Act, 1957. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company’s sole discretion and for the Company’s sole benefit, and that no royalty or other consideration will be due to me as a result of the Company’s efforts to commercialize or market any such Inventions.

- (b) Pre-Existing Materials. I will not incorporate any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment with the Company (“Prior Inventions”) into any Invention or otherwise utilize any such Prior Invention in the course of my employment with the Company. If I incorporate any such material owned by me or in which I have any interest prior to, or separate from, my employment with the Company, I hereby grant to Google LLC a nonexclusive, royalty-free, fully-paid, irrevocable, perpetual, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by any third party into any Invention or otherwise utilize any such Prior Invention in the course of my employment with the Company without Google LLC’s prior written permission. I have attached hereto as Exhibit A, a list describing all Prior Inventions or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included on Exhibit A, they will not materially affect my ability to perform all obligations under this Agreement.
- (c) Maintenance of Records. I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. The records are and will be available to and remain the sole property of the Company at all times.
- (d) Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company’s expense, in every proper way to secure the Company’s rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company will deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and testifying in a suit or other proceeding relating to such Inventions and any rights relating thereto. I further agree that my obligations under this Section 2(d) will continue after the termination of this Agreement. If the Company is unable because of my unavailability, mental or physical incapacity or for any other reason to secure my signature with respect to any Inventions including, without limitation, to apply for or to pursue any application for any United States or foreign patents or mask work or copyright registrations covering such Inventions assigned to the Company or its designee in Section 2(a), then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any papers, oaths and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney will be considered coupled with an interest, and will be



irrevocable.

- (e) Exception to Assignments. I understand that the provisions of this Agreement requiring disclosure and assignment of Inventions to the Company do not apply to any invention that I have developed entirely on my own time without using any of the Company's property (including, but not limited, to the Company's Electronic Media Systems), equipment (including, but not limited, to the Company's Electronic Media Equipment), supplies, facilities, trade secret information or Company Confidential Information, except for those inventions that either (i) relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company or (ii) result from any work or services that I performed for the Company. I will advise the Company promptly in writing of any inventions that I believe meet the foregoing criteria and not otherwise disclosed on Exhibit A for an ownership determination in confidence.

3. Return of Company Materials

- (a) Definition of Electronic Media Equipment and Electronic Media Systems. I understand that "Electronic Media Equipment" includes, but is not limited to, computers, external storage devices, thumb drives, handheld electronic devices, telephone equipment, and other electronic media devices. I understand that "Electronic Media Systems" includes, but is not limited to, computer servers, messaging and email systems or accounts, and web-based services (including cloud-based information storage accounts), whether provided for my use directly by the company or by third-party providers on behalf of the Company.
- (b) Return of Company Property. I understand that anything that I created or worked on for the Company while working for the Company belongs solely to the Company and that I cannot remove, retain, or use such information without the Company's express written permission. Accordingly, upon separation from employment with the Company or upon the Company's request at any other time, I will immediately deliver to the Company and will not keep in my possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, all Company equipment including all Company Electronic Media Equipment, all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to Section 2(c).
- (c) Return of Company Information on Company Electronic Media Equipment. In connection with my obligation to return information to the Company, I agree that I will not copy, delete, or alter any information, including personal information voluntarily created or stored, contained upon my Company Electronic Media Equipment before I return the information to the Company.
- (d) Return of Company Information on Personal Electronic Media Equipment. In addition, if I have used any personal Electronic Media Equipment or personal Electronic Media Systems to create, receive, store, review, prepare or transmit any Company information, including but not limited to, Company Confidential Information, I agree to make a prompt and reasonable search for such information in good faith, including reviewing any personal Electronic Media Equipment or personal Electronic Media Systems to locate such information and if I locate such information I agree to notify the Company of that fact and then provide the Company with a computer-useable copy of all such Company information from those equipment and systems; and I agree to cooperate reasonably with the Company to verify that the necessary copying is completed, and, upon confirmation of compliance by the Company, I agree to delete and expunge all Company information.
- (e) Compliance. I understand and agree that I have no reasonable expectation of privacy in any property, including, but not limited to, documents, Electronic Media Equipment or Electronic Media Systems, that is used to conduct the business of the Company. As such, I also understand and agree that the



Company has the right to audit and search all such property, without further notice to me, to ensure that the Company is licensed to use the software on the Company's property in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized or non-compliant applications to any Company property, including, but not limited to, Company Electronic Media Equipment or Company Electronic Media Systems, and that I will refrain from copying unlicensed software onto such Company property or using non-licensed software or web sites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents, Electronic Media Equipment and Electronic Media Systems to which I will have access in connection with my employment.

4. Notifications Post Termination

In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement. I also agree to keep the Company advised of my home and business address for a period of one (1) year after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

5. Code of Conduct

I acknowledge that I have read the Company's Code of Conduct, which is available on the Company's public website under "Investor Relations". I agree to adhere to the terms of the Code of Conduct, as amended from time to time, and to report any violations of the Code.

6. Injunctive Relief

I agree that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in Sections 1 and 2 herein. Accordingly, I agree that if I breach any of such Sections, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of the Agreement.

7. General Provisions

- (a) Governing Law; Venue. This Agreement shall be deemed to be a contract made under, and shall be governed and construed in accordance with, the laws of India. I hereby expressly consent to the jurisdiction of the courts of India and waive any objection to said venue.
- (b) Entire Agreement. This Agreement, together with its Exhibits, and my employment contract from the Company set forth the entire agreement and understanding between the Company and me relating to the subject matter herein and supersedes all prior discussions or representations between us including, but not limited to, any representations made during my interview(s) or relocation negotiations, whether written or oral. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by an authorized signatory of the Company and me. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.
- (c) Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
- (d) Successors and Assigns. This Agreement will be binding upon my heirs, executors, assigns, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.
- (e) Waiver. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.



(f) Survivorship. The rights and obligations of the parties to this Agreement will survive termination of my employment with the Company.

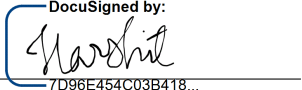
Signature of Employee: 
Name of Employee: Harshit Nahata
Date: September 18, 2023



Exhibit A

GOOGLE IT Services India Private Limited

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

Title	Date	Identifying Number or Brief Description

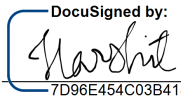
I have no inventions or improvements

No inventions or improvements

No _____

Additional Sheets Attached

Signature of Employee:

DocuSigned by:

7D96E454C03B418...

Print Name of Employee: Harshit Nahata

Date: September 18, 2023



APPENDIX C:

GOOGLE EMPLOYEE PRIVACY POLICY

Who needs to read this policy

All Googlers and those working at, or employed by, Google affiliates that do not have separate employee privacy policies.

Purpose

At Google, we recognize that privacy is important. This policy describes how Google collects and uses Employee Data. The policy also applies to Google affiliates but excludes those affiliates that have separate employee privacy policies. For ease of reference, Google and the affiliates covered by this privacy policy are referred to as "Google" (and our staff are referred to as "Googlers") throughout this policy. For purposes of this policy, Employee Data means any information that identifies a Googler or that can be used to identify a Googler in the context of employment.

This policy applies regardless of the format, media or source of the Employee Data. It applies both to Employee Data provided by the Googler and information generated as a result of being recruited by, applying to, and working at Google, including, but not limited to the following:

Recruitment information, for example:

- application and interview records;
- resumes or CVs;
- references;
- background check information.

Personal details, for example:

- contact info (home address, telephone number and personal email address);
- bank (direct deposit) details;
- government identification numbers, such as social security numbers;
- emergency contacts and family composition;
- demographic information.

Performance, Compensation & Benefits information, for example:

- performance ratings, evaluations, and assessments;
- equity awards or stock;
- pension and other insurance documentation;
- payroll details;
- vacation records;
- working time records.

Working at Google, for example:

- survey data;
- disciplinary investigations/meetings/records and grievances;
- security records, such as badging records and security recordings;
- logs records;



- your use of Google equipment, accounts and systems, including google.com apps, etc.

Details

Here are some additional details about the Employee Data Google may collect and how we may use it:

- Employee Data will be collected and used for employment-related or legal purposes, such as (1) recruitment and staffing; (2) compensation, benefit programs and payroll; (3) performance assessment, management and training; (4) talent management and succession planning; (5) employee surveys (6) legal compliance and risk management; (7) workplace management, including Google business-related travel; (8) to protect Google, its users, customers, workforce, equipment and facilities and the public against injury, theft, legal liability, fraud, or abuse; (9) to identify, report on and investigate violations of company policies and/or applicable laws and regulations, (10) to administer background checks in countries where permitted; (11) for business management and planning, including business re-organizations and job eliminations, business transfers and potential divestments; (12) making decisions about your employment; (13) monitoring of product and tool usage, including to identify training needs, solicit feedback and using data to drive the adoption of new versions of products and tools and (14) for other reasonable business-related or legal purposes including, without limitation, testing of Google or a trusted partner's products and services (e.g., Dogfooding).
- In some circumstances, Google may collect sensitive Employee Data, such as information related to confidential medical facts, racial or ethnic origins, trade union membership, political or religious beliefs, or sexual orientation. We will only process sensitive Employee Data in the limited circumstances where permitted by law. For example, we may process medical or health information to administer sick pay, manage workplace accidents, to assess fitness for work, for insurance purposes and to comply with health and safety obligations. Also, we may have access to information about your sexual orientation if, for example, you register a domestic partner of the same or opposite gender for dependent benefits. Google may also use sensitive Employee Data as part of our commitments to diversity and inclusion at Google.
- Your privacy matters, and Google takes appropriate steps to ensure that Employee Data is processed and stored securely. Google restricts collection of and access to Employee Data to those Google entities or Google affiliated units and employees of Google who may need to collect or access such data to carry out their assigned employment-related functions. This may include collection or access as necessary for business-related and legal purposes. It is important to note, however, that nothing in this policy limits any rights a Googler may have (in their personal capacity) to share contact information and/or otherwise communicate about pay, hours, or other terms and conditions of working at Google with fellow employees or non-employees (including government agencies or officials).
- Your Employee Data may be made available to other Google affiliates beyond your direct employer, for example if you are working with or seconded to another Google affiliate, or where an affiliate is acting as a service provider. From time to time, we may also need to disclose Employee Data beyond Google and its affiliates. Such disclosures may be made where appropriate for business-related and legal purposes. This may include, for example, disclosure to insurers, legal advisers, payroll providers, background check agencies, and/or government agencies for the purpose of complying with mandatory reporting requirements.
- Google requires that any third parties, including Temps, Vendors and Contractors, to whom it discloses Employee Data to process on Google's behalf (1) use that information only as directed by Google, (2) protect that information in accordance with applicable data protection regulations and (3) refrain from any further disclosures not authorized by Google.
- Google will take reasonable steps to ensure that Employee Data is relevant to its intended use, accurate, complete, and current. In addition, Google takes reasonable precautions to protect Employee Data from loss, misuse and unauthorized access, disclosure, alteration and destruction.



- Your Employee Data will be kept for as long as it is needed for the purposes above. Your employment record will generally be maintained for the period of your employment. When you leave Google, we will keep your employment record including as needed to protect us from legal claims and to satisfy our legal and compliance obligations. The retention period may depend on the local law in the country in which you were employed.
- In certain countries, Googlers have the right to request access, or request correction, amendment or deletion of certain Employee Data that Google holds and uses in relation to them. You should let Google know if Employee Data in your employee records is inaccurate or incomplete; Google will correct, amend, or delete inaccurate or incomplete information in countries where legally obliged to do so, in accordance with the requirements of applicable law. Accordingly, there may be circumstances where we are not able to comply with your request. In some countries, exceptions to your right to access may include the following: (1) confidential or proprietary Employee Data, such as that involved in talent planning or business re-organizations; (2) where disclosure would violate the privacy rights of other persons; (3) ongoing investigations of malfeasance or wrong-doing, where disclosure would compromise the investigation; and (4) where disclosure would prejudice the interests of Google because of litigation or potential litigation in which Google or a Google affiliate is involved.
- Google operates globally and therefore may process Employee Data outside the country or region where the data is originally collected or where you are located, including in countries where you may have fewer rights in respect of your information than you do in your country of residence. Employee Data may be processed by Google LLC in the United States or Google affiliates and service providers acting on Google's behalf outside of your country of employment.
- You should direct questions or concerns about the handling of your Employee Data to peopleops-help@google.com who will investigate the concern promptly. Where applicable, if you wish to exercise your right of access, please email hrdatarequest@google.com
- Depending on your country of residence or employment, you may also raise any questions or concerns you have regarding your personal information with your local data protection authority.



Hello! We are delighted to offer you a position with Google, and we hope you'll decide to join us. As you're thinking about starting your job with us, we want to remind you of a few things that may not be at the top of your mind.

Google provides workplace adjustments/accommodations to employees with disabilities. For more information, please reach out to candidate-help@google.com.

Please be mindful of any agreements you may have with your former employer about non-competition, trade secrets, or confidential information. This also includes non-solicitation obligations.

Please also consider whether your personal investments or business relationships are consistent with the conflict of interest provisions of Google's Code of Conduct.

A. Non-Competition Obligations, Prior Employers' Trade Secrets and Confidential Information

You need to ensure that you are not prevented from accepting an offer or working for Google due to any restrictions (e.g., non-competition agreement, confidential information obligations, or other restrictive provisions). Read through any documents you may have signed with your current or prior employers to see if such clauses exist. If you accept an offer of employment, we expect you to be clear with us about any areas or projects in which you should not work for some period of time or indefinitely if you are prohibited due to confidential information obligations or, non-competition provisions.

If you have any questions about anything you might be asked to do in your new job and how it might impact your obligations to a previous or current employer, please let your recruiter know as soon as possible. We will try to change assignments or otherwise address any such issues before they become a problem for you. Your obligations regarding confidential and trade secret information don't end when your employment with your previous employer ends.

If you decide to accept an offer with us, please take reasonable steps to ensure that you are not continuing to be exposed to confidential or trade secret information at your current employer. We don't want your company to wonder if you were viewing or hearing information with plans of sharing with Google. This applies even if you haven't formally accepted or shared your decision with your employer.

Don't take materials in any format from your previous employer unless they are completely personal in nature. This includes electronic or hardcopy documents. It includes lists of contacts, clients, and suppliers, if that information isn't otherwise publicly available or commonly known. Sending emails or documents to a personal email account with the intent of then forwarding them on to your new Google email address or copying them/downloading them onto your Google machines is simply not okay with us, and we feel confident that your previous employer won't like it either! Also, don't destroy any documents or files belonging to your previous employer unless you have their agreement to do so.

If you're subject to a non-solicitation provision, please read it carefully and follow it for the period required. Please advise any former co-workers who contact you that you're unable to pass along their information.

If you have any questions or concerns regarding any of this information, please reach out to your recruiter.

B. Conflicts of Interest

Google's Code of Conduct cautions its employees to avoid conflict of interest situations. A conflict of interest occurs when, because of your role at Google, you are in a position to influence a decision or situation that may result in personal gain for you or your friends or family at the expense of the company or our users. A conflict of interest can occur under a variety of situations, including:

- If a Googler also works for or invests in a company that is a Google customer, supplier, partner, or competitor.
- If a Googler's close friend or family member has, or works for a company that has, a business relationship with Google and the Googler's job puts him or her in a position to influence that relationship.

The key to resolving any potential conflict of interest is disclosure and generally the earlier the disclosure the better. Please take a read through our Code of Conduct, which can be found by clicking "About Google" and looking on the "Investor Relations" page of the site. Let your recruiter know as soon as possible whether you think a current situation might create a



conflict of interest if you accept a job at Google.

C. Community Guidelines

At Google, we think of our values as how we conduct ourselves in the pursuit of our mission. Values are not to be led by some and followed by others; they are to be owned personally by each of us and collectively by all of us. They are at heart, a balance of trust extended and responsibility accepted. We call them the three Google values which can be found in the website under "Community Guidelines": (1) Respect the user; (2) Respect the opportunity; and (3) Respect each other. When you join Google, you agree to abide by and to conduct yourself according to the three Google values and Google's Code of Conduct (how we work day to day within our values).

Thanks, and again, we look forward to welcoming you to Google!
Google People Operations



Harshit Nahata

First Floor, A-2/5, Krishna Nagar, Delhi - 110051

18 September 2023

Re: Restricted Stock Units of Alphabet Inc.

Dear Harshit Nahata,

As discussed, we intend to recommend to the Board of Directors of Alphabet Inc. (the "Board") that you be eligible to receive a one-time grant of restricted stock units ("GSUs" or "Awards") payable in shares of Alphabet Inc. ("Alphabet") Class C stock.

This Award will entitle you to that number of GSUs determined by dividing **32,500.00** USD by the average closing price of Alphabet's Class C stock for the calendar month prior to the date of grant, rounded up to the nearest full GSU.

At the time of vest of the Award, the vested number of GSUs will convert to shares of Alphabet Class C stock. If the US financial markets are closed on a vesting date, shares will vest on the next trading day.

Provided you are eligible for such grant, Alphabet intends to grant Awards to you within the sixty-day period following your first day of employment. The Awards will vest (assuming your continued employment with Alphabet or a subsidiary of Alphabet, hereinafter referred to as the "Employer") over a four-year period following the date of grant according to the applicable vesting schedule. The number of GSUs granted and the vesting schedule details will be provided in the grant materials that you should receive shortly after the grant. This one-time grant is subject to approval of the Board and subject to the terms of the relevant Alphabet stock plan as referenced in your grant agreement (the "Plan"). In addition, the grant will be made only if permissible under the laws of the country in which you reside. Alphabet reserves the absolute right in its sole discretion to suspend, modify, cancel or terminate the Plan at any time without compensation to you.

You acknowledge and agree that if Alphabet grants Awards to you, your acceptance of the grant will be voluntary and that the benefits under the Plan will not be part of your employment contract with your Employer, your salary or other remuneration for any purposes, including for purposes of computing payment during the notice period, payment in lieu of notice, severance pay or other termination compensation or indemnity (if any). If Awards are granted to you, the benefits under the Plan will be available to you only during the course of your employment with your Employer, and the vesting of any Awards will cease upon the date of termination of employment for any reason, in accordance with the terms and conditions of the Plan and your grant materials. You further acknowledge and agree that, if Alphabet grants any Awards to you:

- i. The grant of the Awards is discretionary and occasional and does not create any contractual or other right to receive future grants of Awards, or benefits in lieu of Awards, even if Awards have been granted repeatedly in the past;
- ii. all determinations with respect to any future grants, including, but not limited to, the times when



Awards will be granted, the number of shares subject to each Award and the time or times when each Awards will vest, will be at the sole discretion of Alphabet; and

iii. the future value of the underlying shares is unknown and cannot be predicted with certainty.

If Alphabet grants any Awards to you, you will be responsible for complying with any applicable legal requirements and Alphabet policies, including Alphabet's Policy Against Insider Trading, in connection with your participation in the Plan and for any taxes or social insurance contributions arising from the grant, vesting or exercise of your Awards, sale of shares or dividends on shares (regardless of any tax withholding and/or reporting obligations of your Employer), and you agree that it is your responsibility to seek advice from your personal accountant or tax advisor at your own expense regarding the tax implications of any Awards granted to you.

You understand that, in order for Alphabet to administer the grant of Awards and any future participation in the Plan, Alphabet and your Employer must collect, process and transfer certain of your personal data. By signing this letter, you agree to the collection, processing and transfer of your personal data, as described in the attached Appendix D.

You agree to execute any necessary or appropriate additional agreements, documents or instruments in connection with such grant of Awards (if any).

This letter and any Award grant made to you will be governed under U.S. federal and California state law (but not including the choice of law rules thereof). The federal and/or state courts of the State of California, County of Santa Clara, will have exclusive jurisdiction to adjudicate any dispute arising out of this letter or any Award grant made to you.

By

A handwritten signature in black ink, appearing to read 'Fiona Cicconi', is written over a horizontal line.

Fiona Cicconi
Senior Vice President People Operations and Chief People Officer
Google LLC and Alphabet Inc.

ACKNOWLEDGED AND AGREED:

DocuSigned by:
A handwritten signature in black ink, appearing to read 'Harshit', is written over a horizontal line.
7D96E454C03B418...

Harshit Nahata

September 18, 2023

Date



APPENDIX D

By signing the letter to which this Appendix D is attached, you agree to the additional terms and conditions set forth in this Appendix D.

1. Alphabet is located at 1600 Amphitheatre Parkway, Mountain View, CA 94043, U.S.A., and grants employees of Alphabet and its affiliates Awards, at Alphabet's sole discretion. If you would like to be eligible to participate in the Plan, please review the following information about Alphabet's data processing practices and declare your consent.
2. **Data Collection and Usage.** Alphabet collects, processes and uses your personal data, including, name, home address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any shares of stock or directorships held in Alphabet, and details of all Awards cancelled, vested, or outstanding in your favor, which Alphabet receives from you or your Employer. If Alphabet offers you a grant of Awards under the Plan, then Alphabet will collect your personal data for purposes of implementing, administering and managing the Plan. Alphabet's legal basis for the processing of your personal data would be your consent.
3. **Stock Plan Administration Service Providers.** Alphabet may transfer personal data to third parties which assist Alphabet with the implementation, administration and management of the Plan, including Charles Schwab & Co., Inc., Morgan Stanley Smith Barney, LLC, and/or such other third parties as may be selected by Alphabet. In the future, Alphabet may select a different service provider and share your data with another company that serves in a similar manner. Alphabet's service provider will open an account for you to receive and trade shares of Alphabet. You will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to your ability to participate in the Plan.
4. **International Data Transfers.** Alphabet and its service providers are based in the United States. If you are outside the United States, you should note that your country may have enacted data privacy laws that are different from those of the United States. Alphabet's legal basis for the transfer of your personal data is your consent.
5. **Data Retention.** Alphabet will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under applicable tax and securities laws. When Alphabet no longer needs your personal data, Alphabet will remove it from its systems. If Alphabet keeps data longer, it would be to satisfy legal, tax or regulatory obligations and Alphabet's legal basis would be relevant laws or regulations.
6. **Voluntariness and Consequences of Consent Denial or Withdrawal.** Your participation in the Plan and your grant of consent is purely voluntary. You may deny or withdraw your consent at any time. If you do not consent, or if you withdraw your consent, you may not be able to participate in the Plan. This would not affect your salary from or employment with your Employer; you would merely forfeit the opportunities associated with the Plan.
7. **Data Subject Rights.** You may have a number of rights under data privacy laws in your country. Depending on where you are based, your rights may include the right to (a) request access to or copies of personal data Alphabet processes, (b) rectification of incorrect data, (c) deletion of data, (d) restrictions on processing, (e) portability of data, (f) lodge complaints with competent authorities in your country, and/or (g) request a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding your rights or to exercise your rights, please contact gem-help@google.com.



8. Additional Consents. Upon request of Alphabet or your Employer, you agree to provide a separate executed data privacy consent form (or any other agreements or consents that may be required by Alphabet and/or your Employer) that Alphabet and/or your Employer may deem necessary to obtain from you for the purpose of administering your participation in the Plan in compliance with the data privacy laws in your country, either now or in the future. You understand and agree that you may not be able to participate in the Plan if you fail to provide any such consent or agreement requested by Alphabet and/or your Employer.