



Miaolin Min
miaolin_min@brown.edu
28 December 2018

This offer supersedes and replaces any prior versions

Dear Miaolin,

Thank you for your interest in Google LLC! We are delighted to offer you the exempt position of Software Engineer. If you have any questions about the contents of this letter, your recruiter will be happy to help you. We look forward to working with you!

Salary

You will receive an annual salary of \$135,000.00, which will be paid biweekly and subject to applicable payroll deductions and tax withholding. This salary is subject to periodic review.

Bonus Target

You are eligible to participate in the company discretionary bonus plan; your annual bonus target will be 15.0% of your base salary. The actual bonus amount could be larger or smaller than this amount, based on your performance, and the performance of the company. The exact bonus amount is at the sole discretion of Google. The components of your bonus are subject to periodic review.

Relocation

To assist you with some of the costs associated with your move, within thirty (30) days following your start date at Google, Google will pay you a one-time relocation bonus of \$10,500.00, less applicable deductions and tax withholding. If you do not relocate, you will be required to repay the entire amount of the relocation bonus. Following your relocation, should you terminate your employment with Google within the first twelve months of your relocation date, you will be required to repay the relocation bonus on a pro-rated basis. We encourage you to consult a tax professional for information regarding IRS reporting requirements.

Equity Compensation

Upon approval by Alphabet Inc.'s Board of Directors (the "Board"), you will receive a one-time grant of restricted stock units ("GSUs" or "Award"). This Award will entitle you to that number of GSUs determined by Google by dividing \$200,000.00 by the closing price of Alphabet's Class C stock on the trading day immediately prior to the date of grant, rounded up to the nearest full GSU. At the time of vest, the vested number of GSUs will convert to shares of Alphabet Inc. ("Alphabet") Class C stock. If the US financial markets are closed on a vesting date, shares will vest on the next trading day.

The GSUs will vest over a four-year period immediately following your start date 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 Award and all future equity awards are contingent and issued only upon approval by the Board, and are subject to the terms and conditions of applicable plan documents and award agreements. Vesting in GSUs is contingent on continued employment on the applicable vesting dates. Further details on the GSUs will be available to you shortly after your start date. Please be aware that this program and subsequent processes could be changed at any time, at the discretion of the Board.

Benefits

As a regular full-time employee you will be eligible for various benefits offered to similarly-situated Google employees in accordance with the terms of Google's policies and benefit plans. Among other things, these benefits currently include medical and dental insurance, life insurance, and a 401(k) retirement plan. You will be automatically enrolled in the pre-tax 401(k) plan at 10% into the plan's default investment fund (see the Plan's SPD for the latest information), which is a portfolio of stocks and bonds that gradually becomes more conservative as your year of retirement approaches. You will be able to change your deferral amount and fund allocation upon your hire. The eligibility requirements and other information regarding these benefits are set forth in more detailed documents that are available from Google. With the exception of the "employment at-will" policy discussed herein, Google may, from time to time in its sole discretion, modify or eliminate its policies and the benefits offered to employees.

Confidential and Proprietary Information

You are being offered employment at Google based on your personal skills and experience, and not due to your knowledge of any confidential, proprietary or trade secret information of a prior or current employer or an entity, such as a university or college. Should you accept this offer, we do not want you to make use of or disclose any such information or to retain or disclose any materials from a prior or current employer. Likewise, as an employee of Google, it is likely that you will become knowledgeable about confidential, trade secret and/or proprietary information related to the operations, products and services of Google, Alphabet, and their clients. To protect the interests of Google, Alphabet and their clients, all employees are required to read and sign the enclosed At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement as a condition of employment with Google. This agreement, which provides for arbitration of certain disputes arising out of your employment, is enclosed for your signature.

Insider Trading

Google employees are subject to Alphabet's strict policy against insider trading, which prohibits, among other things, employees, contractors and temporary workers from trading Alphabet stock during certain time periods and engaging in any derivative transactions in Alphabet stock. It will be your responsibility to educate yourself regarding Alphabet's insider trading policies and to ensure you are in full compliance. If you have any questions about Alphabet's policy against insider trading, please contact Human Resources.

Export Control

If an export control license is required in connection with your employment, this offer is further contingent upon Google's receipt of the export control license and any similar approvals. Your employment with Google will commence following receipt of such export control license and governmental approvals; and is conditioned upon your (a) maintaining your employment with Google, and (b) continued compliance with all conditions and limitations contained in such a license. If for any reason such export control license and governmental approvals cannot be obtained within six (6) months from your date of signature, this offer will automatically terminate and have no force and effect.

At-Will Employment

Please understand that this letter does not constitute a contract of employment for any specific period of time, but will create an "employment at-will" relationship. This means that the employment relationship may be terminated with or without cause and with or without notice at any time by you or Google. No individual other than the Chief Executive Officer of Google has the authority to enter into any agreement for employment for a specified period of time or to make any agreement or representation contrary to Google's policy of employment at-will. Any such agreement or representation must be in writing and must be signed by the Chief Executive Officer. Your signature at the end of this letter confirms that no promises or agreements that are contrary to our at-will relationship have been committed to you during any of your pre-employment discussions with Google, and that this letter, along with the At Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement, contain our complete agreement regarding the terms and conditions of your employment.

Next Steps

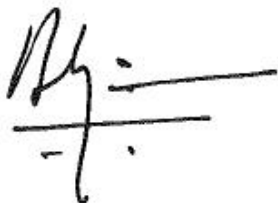
We look forward to an early acceptance of this offer. This offer will remain open for 5 (five) business days following your receipt of this letter and is contingent upon your start date no later than June, 2019. New Hire orientation is held every Monday (or Tuesday if Monday is a holiday). The number of spaces in each session is limited; please work with your recruiter to select an available start date that works for you.

Additionally, this offer and your employment are contingent upon satisfactory results from your background check and reference checks. In order for Google to comply with the Immigration Reform and Control Act, your employment with Google is contingent on your eligibility to work in the United States. Accordingly, you must provide Google with documentation of your identity and eligibility for employment in the United States; please bring such documentation on your first day. In addition, if you are working in the United States pursuant to a US visa status, please provide new or renewed evidence of your eligibility for employment before the expiration of your initial work authorization.

To indicate your acceptance of Google's offer, please electronically sign and date the offer letter copy and At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement at the URL link provided in the email. A duplicate original is enclosed for your record. You will receive an email regarding your new hire orientation 5 days prior to your start date. If you do not receive this email by the Thursday prior to your start, please send an email to newhire-orientation@google.com for information.

Miaolin, we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to be 'Sundar Pichai', written over a horizontal line.

Sundar Pichai
CEO
Google LLC

I accept this offer of employment with Google and agree to the terms and conditions outlined in this letter.

DocuSigned by:
Miaolin Min
AEECAF5950BB408...
Miaolin Min

12/28/2018
Date

GOOGLE LLC

AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION, INVENTION ASSIGNMENT AND ARBITRATION AGREEMENT

As a condition of my employment with Google LLC, its parent, subsidiaries, successors or assigns (together “Google”), and in consideration of my Google employment and receiving from Google confidential information and compensation, I agree to the terms of this At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement (this “Agreement”):

1. At-Will Employment. MY GOOGLE EMPLOYMENT IS FOR AN UNDEFINED PERIOD AND IS AT-WILL EMPLOYMENT, WHICH MEANS IT MAY END AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE. NO AGREEMENT PROVIDING OTHERWISE IS PERMITTED OR VALID UNLESS IT IS IN WRITING AND APPROVED BY A VICE PRESIDENT OR SENIOR VICE PRESIDENT IN GOOGLE’S LEGAL DEPARTMENT.

2. Confidential Information.

(a) **Definition of Google Confidential Information.** “Google Confidential Information” means any information in any form that relates to Google’s business and is (i) a trade secret; (ii) proprietary information that does not legally constitute a “trade secret,” but is made Google’s property by contract in the form of this Agreement; or (iii) information that is otherwise legally protectable. Examples include, but are not limited to, Google’s non-public information that relates to its actual or anticipated business, products or services, research, development, technical data, customers, customer lists, markets, software, hardware, finances, Inventions (as defined below), and user data (i.e., any information directly or indirectly collected by Google from users of its services). The foregoing are only examples of Google Confidential Information. If I am uncertain as to whether any particular information or materials constitute Google Confidential Information, I shall seek written clarification from Google’s Legal Department.

Notwithstanding the definition set forth above, Google Confidential Information does not include information that I can show by competent proof: (i) was generally known to the public at the time of disclosure, or became generally known after disclosure to me; (ii) was lawfully received by me from a third party without breach of any confidentiality obligation; (iii) was known to me prior to receipt from Google; or (d) was independently developed by me or independent third parties without breach by me or any third party of any obligation of confidentiality or non-use.

(b) **Nonuse and Nondisclosure.** During and after my Google employment, I will hold all Google Confidential Information in strict confidence and trust. I will take all reasonable precautions to prevent any unauthorized use or disclosure of Google Confidential Information, and I will not (i) use Google Confidential Information or Google Property (as defined below) for any purpose other than for the benefit of Google in the scope of my employment, or (ii) disclose Google Confidential Information to any third party without the prior written authorization of Google. I agree that all Google Confidential Information that I use or generate in connection with my employment belongs to Google (or third parties identified by Google). I understand that my violation of this Section 2 may lead to disciplinary action, up to and including termination and/or legal action. Notwithstanding my confidentiality obligations, I am permitted to disclose Google Confidential Information that is required to be disclosed by me pursuant to judicial order or other legal mandate, provided that I have given Google prompt notice of the disclosure requirement and that I fully cooperate with any efforts by Google to obtain and comply with any protective order imposed on such disclosure. Additionally, I understand that nothing in this Agreement limits any right I may have to discuss terms, wages, and working conditions of employment, as protected by applicable law.

(c) **Former Employer Information / Definition of Google Property.** I will not use or disclose in connection with my Google employment or bring onto Google’s electronic or physical property, facilities, or systems (collectively, “Google Property”) any proprietary information, trade secrets, or any non-public material belonging to any previous employer or other party unless consented to in writing by such employer or party and Google.

3. Inventions.

(a) **Definition of Inventions.** “Inventions” includes inventions, designs, developments, ideas, concepts, techniques, devices, discoveries, formulae, processes, improvements, writings, records, original works of authorship, trademarks, trade secrets, all related know-how, and any other intellectual property, whether or not patentable, registrable, or protectable under patent, copyright, trade secret or similar laws.

(b) **Assignment of Inventions.** Except as provided in Section 3(e) below, Google LLC, or its designee, will have sole and exclusive ownership of all Inventions that I created, conceived, invented, developed, reduced to practice, or otherwise contributed to, solely or jointly with others, during my Google employment (including during my off-duty hours and whether or not in the course of my Google employment) that (i) are developed with the use of Google Property or Google Confidential Information, (ii) result from work performed by me for Google, or (iii) relate to Google’s business or actual or demonstrably anticipated research and development, and any intellectual property rights in the Inventions (the “Assigned Inventions”). Without further compensation, I will promptly disclose in writing to Google any Assigned Inventions and assign to Google my rights in any Assigned Inventions. I hereby irrevocably assign, and agree to assign, to Google LLC, or its designee, my rights in all Assigned Inventions. I understand

that this assignment is intended to, and does, extend to subject matters currently in existence, those in development, as well as those not yet in existence. All works of authorship made by me (solely or jointly with others) within the scope of and during my Google employment are “works for hire” as defined in the United States Copyright Act, and Google LLC will be considered the author and owner of such copyrightable works. The decision whether or not to commercialize or market any Assigned Inventions is within Google’s sole discretion and for Google’s sole benefit, and I will not claim any consideration as a result of Google’s commercialization of any such Inventions. I agree to maintain for Google detailed and accurate written records of all Assigned Inventions that I make (solely or jointly with others) for Google.

(c) Prior Inventions. I list in Exhibit A all Inventions that I solely or jointly made before my Google employment, which belong to me and which are not assigned to Google (collectively, “Prior Inventions”). I agree that if I incorporate (or have incorporated) a Prior Invention into any Assigned Inventions, product, or service of Google, or use a Prior Invention in the scope of my employment, I hereby grant to Google a royalty-free, irrevocable, perpetual, transferable worldwide license (with the right to sublicense) to make, have made, use, import, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, to sublicense third parties with the same rights, and to otherwise exploit such Prior Invention.

(d) Securing Intellectual Property Rights. I agree to assist Google (or its designee) at Google’s expense to assign, secure, and enforce all intellectual property rights in any Assigned Inventions in any and all countries, by disclosing to Google all pertinent information and data, and signing any document that Google reasonably deems necessary. If Google is unable for any reason to obtain my signature to any document required to assign, secure, and enforce any intellectual property rights in any Assigned Inventions, then I hereby irrevocably appoint Google, its officers and agents as my agents and attorneys-in-fact to execute any documents on my behalf for this purpose. This power of attorney will be considered coupled with an interest and will be irrevocable. My obligations under this Section 3(d) will continue after my Google employment ends.

(e) Exception to Assignments. I have been notified and understand that the terms of this Agreement requiring disclosure and assignment of Inventions to Google do not apply to any invention that qualifies fully under California Labor Code Section 2870, which reads:

“(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or development of the employer.**
- (2) Result from any work performed by the employee for the employer.**

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.”

While employed, I will advise Google promptly in writing of any inventions that I believe meet the criteria in California Labor Code Section 2870 and that I have not disclosed on Exhibit A for a confidential ownership determination.

4. Conflicting Employment.

(a) Other Employment or Activities. During my Google employment, I will not engage in any other employment or other business-related activity that (i) directly relates to the business in which Google is now involved, becomes involved, or has plans to become involved, or (ii) otherwise conflicts with Google’s business interest and/or causes a disruption of its operations without seeking and receiving express written permission in advance from Google’s Ethics and Compliance team.

(b) Prior Agreements with Other Parties. My compliance with this Agreement and the performance of my duties as a Google employee will not breach any invention assignment, proprietary information, confidentiality, or similar agreement with any former employer or other party.

5. Return of Google Property and Information.

(a) Return of Google Property and Information. Upon termination of my Google employment, I will not take with me or retain any documents or materials or copies thereof containing any Google Confidential Information. I agree to return all Google Property and Google Confidential Information (original, hard and electronic copies) in my possession on or before my last day of employment and will not keep, recreate, or deliver to any other party any Google Confidential Information or Google Property. If, at the time of termination, I have Google Confidential Information stored in my personal computer or any mobile, cloud or other storage medium, I shall so advise Google. I will then work with Google to ensure that the location of all such information is fully disclosed to Google, that the information is retrieved by Google in a forensically sound manner, and that the information is permanently deleted by Google or its designee. I agree, on Google’s request, to sign a document confirming my agreement to honor my responsibilities contained in this Agreement after my departure.

(b) **Compliance.** I have no reasonable expectation of privacy in any Google Property or in any other documents, equipment, or systems used to conduct the business of Google. Google may audit and search any Google Property or such documents, equipment, or systems without further notice to me for any business-related purpose at Google's reasonable discretion. I will provide Google with access to any documents, equipment, or systems used to conduct the business of Google immediately upon request. I consent to Google taking reasonable steps to prevent unauthorized access to Google Property and Google information. I understand that I am not permitted to add or use any unauthorized websites, software, applications, or any applications that I do not have a license or authorization for use to or on any Google Property. It is my responsibility to comply with Google's policies governing use of Google Property.

6. Notification. I consent to Google notifying third parties, including without limitation actual or potential employers, about my obligations under this Agreement.

7. Non-Solicitation of Employees. During my Google employment and for twelve (12) months immediately following the end of my Google employment for any reason, whether voluntary or involuntary, with or without cause, I will not directly or indirectly solicit any of Google's employees to leave their employment.

8. Export Statement of Assurance. In the scope of my Google employment, Google may release to me items (including software, technology, systems, equipment, and components) subject to the Export Administration Regulations ("EAR") or the International Traffic in Arms Regulations ("ITAR"). I certify that I will not export, re-export, or release these items in violation of the EAR or ITAR and I will not disclose, export, or re-export these items to any person other than as required in the scope of my Google employment. If I have any question regarding this Section 8, I immediately will contact Google's Legal Services Department before taking any actions.

9. Employee Handbook. I understand that Google's Employee Handbook consists of policies listed in a table of contents on Google's "employee handbook, guidelines and company policies" internal website, and that those policies incorporate by reference supplemental policies. I understand that as a Google employee, Google's Employee Handbook applies to me. I agree to read, understand, and comply with Google's Employee Handbook, including supplemental policies, as they may be revised from time to time.

10. Use of Images. During my employment, Google or its agents may obtain images of me for later use in materials. My name may or may not be included along with such images. I grant Google permission for such use of my images, both during and after my employment, and I understand that I will not receive any royalties or other compensation for this use.

11. Protected Activity / DTSA Notification. For purposes of this Agreement, "Protected Activity" means filing a claim, charge or complaint, or otherwise disclosing relevant information to or communicating, cooperating, or participating with, any state, federal, or other governmental administrative body or agency, including, but not limited to, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, U.S. Department of Labor, the National Labor Relations Board, and the Office of Federal Contract Compliance Programs but does not include the disclosure of any Google attorney-client privileged communications. I understand that nothing in this Agreement prohibits me from engaging in any Protected Activity. I understand that I am not required to obtain prior authorization from Google or to inform Google prior to engaging in any Protected Activity.

In addition, notwithstanding my confidentiality obligations set forth in Section 2 of this Agreement, I understand that, pursuant to the Defend Trade Secrets Act of 2016, I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, provided such filing is made under seal. I understand that in the event it is determined that the disclosure of Google trade secrets was not done in good faith pursuant to the above, I will be subject to substantial damages, including punitive damages and attorneys' fees.

12. Arbitration and Equitable Relief

(a) **Arbitration.** IN CONSIDERATION OF MY EMPLOYMENT WITH GOOGLE AND ITS PROMISE TO ARBITRATE ALL DISPUTES I AGREE THAT, EXCEPT AS PROVIDED IN SECTION (b) BELOW, ANY AND ALL, PAST, PRESENT OR FUTURE, CONTROVERSIES, CLAIMS, OR DISPUTES THAT GOOGLE MAY HAVE AGAINST ME, OR THAT I MAY HAVE AGAINST GOOGLE OR ANY GOOGLE EMPLOYEE, OFFICER, DIRECTOR, AGENT, SHAREHOLDER OR BENEFIT PLAN, IN THEIR CAPACITY AS SUCH OR OTHERWISE (OR THE SUCCESSORS AND ASSIGNS OF ANY OF THEM), INCLUDING BUT NOT LIMITED TO DISPUTES ARISING OUT OF, RELATING TO, OR RESULTING FROM MY EMPLOYMENT OR THE TERMINATION OF MY GOOGLE EMPLOYMENT ("COLLECTIVELY, "DISPUTES"), WILL BE SUBJECT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT (9 U.S.C. §1 ET SEQ.) OR, IF FOR ANY REASON THE FEDERAL ARBITRATION ACT DOES NOT APPLY, THE LAW OF ARBITRABILITY OF THE STATE IN WHICH I WORK OR LAST WORKED FOR GOOGLE. DISPUTES INCLUDE, BUT ARE NOT LIMITED TO, ANY STATUTORY CLAIMS ARISING UNDER OR RELATING TO ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, 42 U.S.C. §1981, REHABILITATION ACT, CIVIL RIGHTS ACTS OF 1866, 1871 AND 1991, PREGNANCY DISCRIMINATION ACT, EQUAL

PAY ACT, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE FAIR CREDIT REPORTING ACT, THE FAMILY AND MEDICAL LEAVE ACT, THE FAIR LABOR STANDARDS ACT, CLAIMS OF RETALIATION, HARASSMENT, DISCRIMINATION, OR WRONGFUL TERMINATION, AND ANY OTHER CONTRACTUAL, TORT OR STATUTORY CLAIMS, TO THE FULLEST EXTENT ALLOWED BY LAW. I UNDERSTAND THAT, EXCEPT AS PROVIDED BELOW, GOOGLE AND I WAIVE ANY RIGHT TO A JUDGE OR JURY TRIAL ON ANY DISPUTE.

THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS ARBITRATION PROVISION INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS ARBITRATION PROVISION IS VOID OR VOIDABLE; PROVIDED, HOWEVER, THAT ANY CLAIM THAT THE CLASS ACTION WAIVER, COLLECTIVE ACTION WAIVER, OR REPRESENTATIVE ACTION WAIVER IN SECTION (c) BELOW, OR ANY PORTION OF THEM, IS UNENFORCEABLE, INAPPLICABLE, UNCONSCIONABLE, OR VOID OR VOIDABLE, WILL BE DETERMINED ONLY BY A COURT OF COMPETENT JURISDICTION AND NOT BY AN ARBITRATOR.

(b) Disputes Not Covered. THIS ARBITRATION PROVISION DOES NOT PROHIBIT THE FILING OF OR PURSUIT OF RELIEF THROUGH THE FOLLOWING: (1) A COURT ACTION FOR TEMPORARY EQUITABLE RELIEF IN AID OF ARBITRATION, WHERE SUCH AN ACTION IS OTHERWISE AVAILABLE BY LAW, (2) AN ADMINISTRATIVE CHARGE TO ANY FEDERAL, STATE OR LOCAL EQUAL EMPLOYMENT OPPORTUNITY OR FAIR EMPLOYMENT PRACTICES AGENCY, (3) AN ADMINISTRATIVE CHARGE TO THE NATIONAL LABOR RELATIONS BOARD, OR (4) ANY OTHER CHARGE FILED WITH OR COMMUNICATION TO A FEDERAL, STATE OR LOCAL GOVERNMENT OFFICE, OFFICIAL OR AGENCY (FOR NUMBERS (2) THROUGH (4) COLLECTIVELY, "A GOVERNMENT COMPLAINT").

THE FOLLOWING CLAIMS ARE NOT COVERED BY THIS ARBITRATION PROVISION: CLAIMS FOR WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS; CLAIMS THAT AS A MATTER OF LAW CANNOT BE SUBJECT TO ARBITRATION; CLAIMS COVERED BY (AND DEFINED IN) THE FRANKEN AMENDMENT, FIRST ENACTED IN SECTION 8116 OF THE DEFENSE APPROPRIATIONS ACT OF 2010, OR ANY SIMILAR FEDERAL STATUTE, REGULATION OR EXECUTIVE ORDER RESTRICTING THE USE OF ARBITRATION AGREEMENTS (INCLUDING BUT NOT LIMITED TO EXECUTIVE ORDER 13673), IF AND ONLY IF SUCH STATUTE, REGULATION OR EXECUTIVE ORDER IS EFFECTIVE AND APPLICABLE TO MY EMPLOYMENT AND THIS ARBITRATION PROVISION; AND CLAIMS UNDER AN EMPLOYEE BENEFIT OR PENSION PLAN THAT SPECIFIES A DIFFERENT ARBITRATION PROCEDURE.

(c) Individual Dispute Resolution. TO THE MAXIMUM EXTENT PERMITTED BY LAW, I HEREBY WAIVE ANY RIGHT TO BRING ON BEHALF OF PERSONS OTHER THAN MYSELF, OR TO OTHERWISE PARTICIPATE WITH OTHER PERSONS IN, ANY CLASS OR COLLECTIVE ACTION. IF AND WHEN APPLICABLE LAW PERMITS WAIVER OF REPRESENTATIVE CLAIMS UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT (OR ANY SIMILAR LAW), I WAIVE THE RIGHT TO BRING ANY SUCH CLAIM. IF A COURT ADJUDICATING A CASE INVOLVING GOOGLE AND I WERE TO DETERMINE THAT THERE IS AN UNWAIVABLE RIGHT TO BRING A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION, ANY SUCH ACTION SHALL BE BROUGHT ONLY IN COURT, AND NOT IN ARBITRATION.

THIS ARBITRATION PROVISION DOES NOT APPLY TO ANY CIVIL LAWSUIT THAT WAS FILED BY GOOGLE OR FILED BY ME AGAINST GOOGLE (WHETHER INDIVIDUALLY OR AS A MEMBER OF A CLASS) (COLLECTIVELY, "PENDING CLAIM(S)") PRIOR TO MY EXECUTION OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF I WAS SUBJECT TO AN AGREEMENT TO ARBITRATE CLAIMS WITH GOOGLE PRIOR TO THE COMMENCEMENT OF ANY PENDING CLAIM AND THE PENDING CLAIM WAS COVERED BY THE PRIOR AGREEMENT TO ARBITRATE, THAT PREVIOUS AGREEMENT TO ARBITRATE WILL CONTINUE TO APPLY TO ANY PENDING CLAIM, INCLUDING WITHOUT LIMITATION ANY APPLICABLE AND ENFORCEABLE CLASS, COLLECTIVE OR REPRESENTATIVE ACTION WAIVER.

(d) Arbitration Procedure. GOOGLE AND I AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY JAMS, PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE "[JAMS RULES](http://www.jamsadr.com/rules-employment-arbitration)"), WHICH ARE AVAILABLE ON THE "RULES/CLAUSES" PAGE OF JAMS' PUBLIC WEBSITE (<http://www.jamsadr.com/rules-employment-arbitration>) AND NO OTHER RULES. THE ARBITRATOR WILL HAVE THE POWER TO DECIDE MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, MOTIONS TO DISMISS OR TO STRIKE, AND DEMURRERS PRIOR TO ANY ARBITRATION HEARING. THE ARBITRATOR WILL HAVE THE POWER TO AWARD ANY INDIVIDUAL REMEDIES AVAILABLE UNDER APPLICABLE LAW, INCLUDING INJUNCTIVE RELIEF. GOOGLE AND I WILL BEAR EACH OF OUR OWN COSTS AND FEES, EXCEPT THAT THE ARBITRATOR WILL APPLY COST AND FEE-SHIFTING LAW TO THE BENEFIT OF THE PREVAILING PARTY, BASED ON THE DISPUTE(S) ASSERTED. THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. GOOGLE WILL PAY FOR ANY FEES CHARGED BY THE ARBITRATOR OR JAMS, EXCEPT

THAT I WILL PAY ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION THAT I INITIATE, UP TO THE AMOUNT THAT I WOULD HAVE PAID HAD I FILED A COMPLAINT IN THE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH I WORK OR LAST WORKED FOR GOOGLE. THE ARBITRATOR SHALL APPLY THE SUBSTANTIVE LAW (AND THE LAW OF REMEDIES, IF APPLICABLE) OF THE STATE IN WHICH THE CLAIM AROSE, OR FEDERAL LAW, OR BOTH, AS APPLICABLE TO THE CLAIM(S) ASSERTED. THE ARBITRATOR IS WITHOUT JURISDICTION TO APPLY ANY DIFFERENT SUBSTANTIVE LAW OR LAW OF REMEDIES. THE FEDERAL RULES OF EVIDENCE SHALL APPLY. THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO DISREGARD OR REFUSE TO ENFORCE ANY LAWFUL GOOGLE POLICY, AND THE ARBITRATOR WILL NOT ORDER OR REQUIRE GOOGLE TO ADOPT A POLICY NOT OTHERWISE REQUIRED BY LAW. THE DECISION OF THE ARBITRATOR WILL BE IN WRITING AND CONTAIN FINDINGS OF FACT AND CONCLUSIONS OF LAW. I AGREE THAT ANY ARBITRATION UNDER THIS ARBITRATION PROVISION WILL BE HELD IN THE COUNTY IN WHICH GOOGLE EMPLOYS OR LAST EMPLOYED ME.

(e) Exclusive Remedy. EXCEPT AS PROVIDED BY LAW, THE JAMS RULES, OR THIS ARBITRATION PROVISION, ARBITRATION WILL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN ME AND GOOGLE.

(f) Governing Law. NOTWITHSTANDING SECTION 13(a) BELOW, THIS ARBITRATION PROVISION IS ENTERED PURSUANT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 ET SEQ.), OR IF FOR ANY REASON THE FEDERAL ARBITRATION ACT DOES NOT APPLY, THE LAW OF ARBITRABILITY OF THE STATE IN WHICH I WORK OR LAST WORKED FOR GOOGLE.

(g) Entire Agreement. EXCEPT AS PROVIDED IN SECTION (c) ABOVE REGARDING PENDING CLAIMS, THIS ARBITRATION PROVISION CONSTITUTES THE ENTIRE AGREEMENT BETWEEN GOOGLE AND ME WITH RESPECT TO THE SUBJECT MATTER IN THIS ARBITRATION PROVISION AND SUPERSEDES ALL PRIOR ARBITRATION AGREEMENTS, WRITTEN OR ORAL.

13. General Provisions

(a) Governing Law. This Agreement will be governed by the laws of the State of California.

(b) Entire Agreement. This Agreement, together with its Exhibit, and any executed written offer letter between Google and me, are the entire agreement between Google and me with respect to the subject matter in such documents and supersede all prior written and oral agreements or discussions. If there are conflicts between this Agreement and the offer letter, this Agreement will control. Except as provided in Section 1 of this Agreement, no change to this Agreement, other than amendments to Sections 3 and 4 relating to personal open source projects in a format prepared by Google, will be effective unless in writing signed by a Senior Vice President of Google LLC and me.

(c) Severability. If one or more of the provisions in this Agreement are deemed void, 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 Google. Google may assign this Agreement to anyone at any time without my consent. There are no intended third-party beneficiaries to this Agreement.

(e) Waiver. Waiver by Google of a breach of any provision of this Agreement will not waive its right to take action based on any other breach.

(f) Survivorship. The rights and obligations of the parties to this Agreement will survive the end of my Google employment.

(g) Injunctive Relief. I understand that in the event of a breach or threatened breach of this Agreement by me, Google may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. I also understand that, in the event of a breach of this Agreement by me, Google may pursue any and all available legal remedies, including monetary damages.

Signature of Employee:  AEECAF5950BB408...

Exhibit A

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

I understand that listing a project or an invention here does not mean that Google is granting me permission to continue working on the project or invention. This is only a listing of inventions or original works of authorship done prior to employment.

Title	Date	Identifying Number or Brief Description
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☒ No inventions or improvements

☐ Yes they are listed above

☐ Additional Sheets Attached

Signature of Employee:  AECEAF5950BB408...

Print Name of Employee: Miaolin Min

Date: 12/28/2018

The Labor Commissioner's Office

**EMPLOYERS MUST PROVIDE THIS INFORMATION TO NEW WORKERS
WHEN HIRED AND TO OTHER WORKERS WHO ASK FOR IT**

**RIGHTS OF VICTIMS OF DOMESTIC VIOLENCE,
SEXUAL ASSAULT AND STALKING**

Your Right to Take Time Off:

- You have the right to take time off from work to get help to protect you and your children's health, safety or welfare. You can take time off to get a restraining order or other court order.
- If your company has 25 or more workers, you can take time off from work to get medical attention or services from a domestic violence shelter, program or rape crisis center, psychological counseling, or receive safety planning related to domestic violence, sexual assault, or stalking.
- You may use available vacation, personal leave, accrued paid sick leave or compensatory time off for your leave unless you are covered by a union agreement that says something different. Even if you don't have paid leave, you still have the right to time off.
- In general, you don't have to give your employer proof to use leave for these reasons.
- If you can, you should tell your employer before you take time off. Even if you cannot tell your employer before, your employer cannot discipline you if you give proof explaining the reason for your absence within a reasonable time. Proof can be a police report, court order or doctor's or counselor's note or similar document.

Your Right to Reasonable Accommodation:

- You have the right to ask your employer for help or changes in your workplace to make sure you are safe at work. Your employer must work with you to see what changes can be made. Changes in the workplace may include putting in locks, changing your shift or phone number, transferring or reassigning you, or help with keeping a record of what happened to you. Your employer can ask you for a signed statement certifying that your request is for a proper purpose, and may also request proof showing your need for an accommodation. Your employer cannot tell your coworkers or anyone else about your request.

Your Right to Be Free from Retaliation and Discrimination:

Your employer cannot treat you differently or fire you because:

- You are a victim of domestic violence, sexual assault, or stalking.
- You asked for leave time to get help.
- You asked your employer for help or changes in the workplace to make sure you are safe at work.

You can file a complaint with the Labor Commissioner's Office against your employer if he/she retaliates or discriminates against you.

For more information, contact the California Labor Commissioner's Office. We can help you by phone at 213-897-6595, or you can find a local office on our website: www.dir.ca.gov/dlse/DistrictOffices.htm. If you do not speak English, we will provide an interpreter in your language at no cost to you. This Notice explains rights contained in California Labor Code sections 230 and 230.1. Employers may use this Notice or one substantially similar in content and clarity.



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.

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. So please, take a read through our Code of Conduct, which can be found at <http://investor.google.com/corporate/code-of-conduct.html> and let us know as soon as possible whether you think a current situation might create a conflict of interest if you accept a job at Google by emailing code-of-conduct@google.com.

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



Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 08/31/2019

► **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation (*Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.*)

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)
Address (Street Number and Name)		Apt. Number	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number □□□□ - □□ - □□□□	Employee's E-mail Address		Employee's Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes)

<input type="checkbox"/> 1. A citizen of the United States	QR Code - Section 1 Do Not Write In This Space
<input type="checkbox"/> 2. A noncitizen national of the United States (<i>See instructions</i>)	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number, _____)	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field (<i>See instructions</i>) <i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9:</i> <i>An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i> 1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ 3. Foreign Passport Number: _____ Country of Issuance: _____	

Signature of Employee	Today's Date (mm/dd/yyyy)
-----------------------	---------------------------

Preparer and/or Translator Certification (check one):

☐ I did not use a preparer or translator. ☐ A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
 (*Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.*)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code



Employer Completes Next Page





Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 08/31/2019

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
-------------------------------------	-------------------------	-------------------------	------	--------------------------------

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)
Document Title		<div align="center">Additional Information</div> <div align="right">QR Code Instructions 2 & 3 Do Not Write</div>		
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy) _____ (See instructions for exemptions)

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative		
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative	Employer's Business or Organization Name		
Employer's Business or Organization Address (Street Number and Name)	City or Town	State	ZIP Code	

Section 3. Reverification and Rehires *(To be completed and signed by employer or authorized representative.)*

A. New Name (if applicable)			B. Date of Rehire (if applicable)
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
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I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
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LISTS OF ACCEPTABLE DOCUMENTS**All documents must be UNEXPIRED**

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		Certificate of report issued by the Department of State (Forms DS-350, FS-15, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph		3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card		4. Native American tribal document
5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement is not expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form		5. U.S. Military card or draft record		5. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card		6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Marine Card		7. Employment authorization document issued by the Department of Homeland Security
		8. Native American tribal document		
		9. Driver's license issued by a Canadian government authority		
		For persons under age 18 who are unable to present a document listed above:		
		10. School record or report card		
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		
6. Passport from Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI				

Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.



Benefits at a Glance

The quick benefits, perks, and policies guide to being a Googler in the U.S.

We want Googlers and their families to live happier and healthier lives, both in and out of work. And we're not just talking about today—we take a long-term approach to help you be your best.

Our benefits are based on data and centered around the user. Your benefits are thoughtfully designed to give you control over your health and well-being and generous enough to make it easy for you to take good care of yourself (now and in the future).

While our philosophy is consistent everywhere, we consider local norms, regulations, and your full rewards package when designing regional benefits. We regularly review what we offer to make sure Googlers' needs are met, and where we can, we try new things and challenge the status quo.

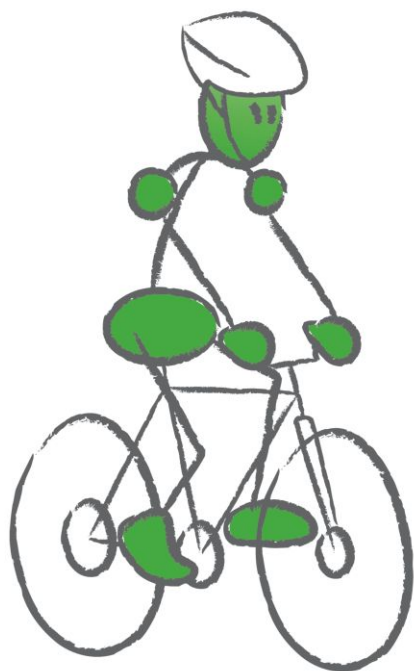
Read on for a quick guide to all Google benefits.



Health and wellness

Googlers are our greatest asset. We are committed to benefits and programs that make it as easy as possible to keep them happy and healthy.

Medical, dental, and vision coverage begin on Day 1 at Google.



Medical Insurance

Comprehensive coverage with low premiums for Googlers and families. Choose from gHIP (our high deductible health plan with a Health Savings Account), a PPO (for in- and out-of-network coverage), EPO (in-network coverage only), or an HMO (CA only). We also offer onsite concierges to help you navigate the healthcare system. (See page 9 for cost details).

Dental Insurance

A PPO that includes 100% coverage for preventive and diagnostic services like semi-annual exams, x-rays, and cleanings, 60% coverage for major benefits like extractions and root canals (argh!).

Vision Insurance

Exams, contacts, lenses and frames are generously covered with low copays.

Flexible Spending Accounts

Setting aside pre-tax dollars to pay for medical or dependent care.

Health Savings Account

Googlers on the consumer-driven health plan (called gHIP) are eligible to receive contributions from Google to their HSA and contribute tax free dollars themselves.

Ways to Find Care

Try our tools to find and compare doctors and prices, video chat with a doctor 24/7, in-home doctor visits (CA only), and get a free second opinion from expert physicians.

Free Google Food

Wholesome lunch is provided on-site daily in the large majority of offices (with breakfast and dinner in some locations). Free snacks and beverages are in the micro-kitchens 24/7.

Wellness Centers

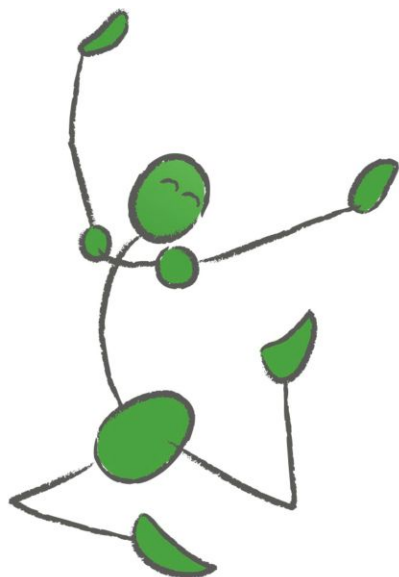
On-site physicians and/or nurses in Mountain View, New York, Los Angeles, Kirkland, Seattle, and San Francisco to help with your health needs.

Fitness Centers

On-site facilities in Northern California, Los Angeles, Kirkland, Seattle, Cambridge, and New York complete with group exercise classes, personal training, recreational sports and more. Many locations offer various on-site fitness or sports programs.

Health and wellness, cont'd

Google isn't just a company—we're a community, and we take care of one another. Our health & wellness programs include services and offerings that provide you and yours with peace of mind and support in difficult times.



On-site Massage

Subsidized on-site chair and/or table massage as a thank you for your hard work and to help you rejuvenate.

Life Insurance

Basic coverage at 3 times your annual base salary including commissions, to a maximum of \$2,500,000. Also, our Survivor Income Benefit provides spouses/partners with 50% of your income up to 10 years (maximum \$12,500 per month) and children up to \$1,000 per month. Supplemental coverage for you and your family is available for purchase.

Short- & Long-term Disability

Short-term Disability provides benefits up to 180 calendar days. Disability beyond this limit may be eligible for Long-term Disability coverage, paid up to 60% of your monthly earnings (maximum \$15,000 per month).

Accident Insurance

Coverage for personal accidents with a lump sum of up to 3 times your annual salary, to a maximum of \$2,500,000.

Counseling Services

Free 24/7 access to info and confidential counseling services for Googlers and their family. Counselors are also available onsite in Mountain View, San Francisco, New York, Los Angeles, Chicago, Kirkland, and Seattle.

Travel Insurance

Google's global business travel assistance program is designed to keep Googlers safe when away from home on business or vacation. In addition, Googlers and their accompanying families are covered for international personal travel, 365 days a year (beach trip anyone?).

Group Legal Insurance

Googlers can opt into a prepaid legal insurance program, useful for common matters like preparation of wills, trusts, and documents.

Other Insurance

Googlers have access to voluntary insurance plans covering things like veterinary care for pets and auto/home insurance.

Financial security

From a retirement plan to help maximizing their dollars, Googlers have lots of support for becoming fiscally fit, no matter what stage of life they are at.



Google 401(k)

Save for retirement, and Google will match up to the greater of (a) 100% of your contributions up to \$3,000 or (b) 50% of your contributions up to the maximum of \$9,000 per calendar year. Every dollar of the match is fully vested.

Deferred Compensation Plan (DCP)

Googlers can defer part of their bonus compensation on a pre-tax basis so it has the potential to grow tax-deferred.

Vanguard Concierge

We have an onsite Vanguard Concierge to help you navigate the Google 401(k) plan and DCP. The Vanguard Concierge teaches retirement courses, and is also available 1:1 to answer your questions.

529 College Savings Plan

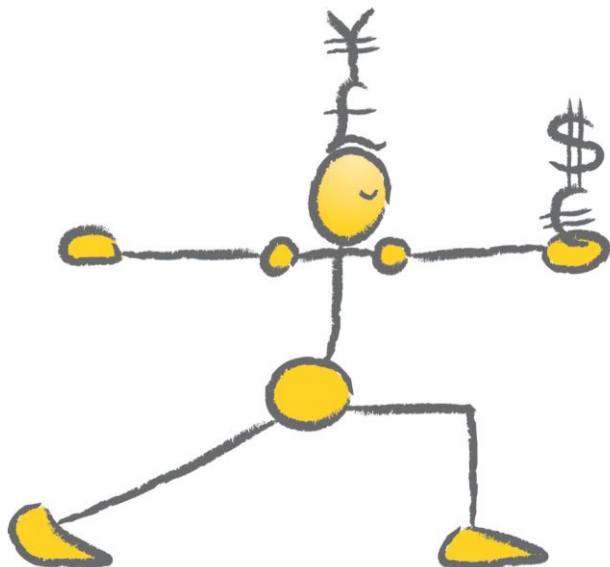
A post-tax savings plan that provides an easy way to save for post-secondary education for you or others. Assets grow and can be withdrawn tax-free.

Are You Fiscally Fit? (RUff)

RUff provides free financial classes, articles, and videos to help you keep financially healthy.

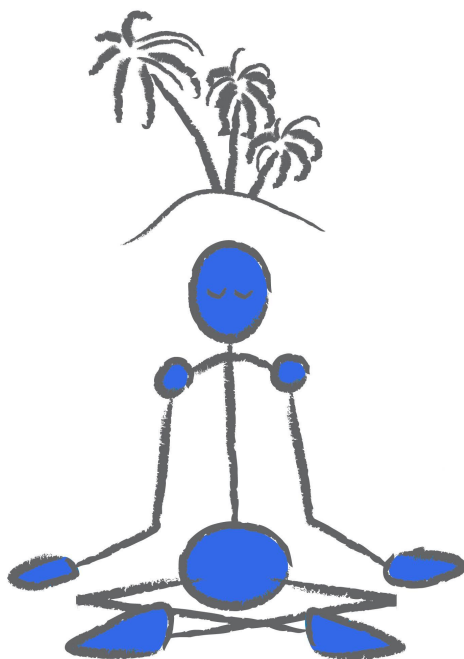
Financial Perks and Discounts

We offer a variety of ways to help you save, including discounted loans and banking fees, along with investment and personal finance help.



Time away

We all need time to relax and rejuvenate on leave each year. We also recognize that vacation days are not the only time Googlers may need to take time away from the office, and we have a range of supportive leave options.



Holidays and Vacation

In addition to 12 holidays in 2018, Googlers receive vacation days based on their tenure. You start with 0 days and earn time as you go. You get 15 days in your first year, 20 days/year in Year 4/5, and 25 days/year beyond that. Plus, you can borrow up to 40 hours if needed.

Sick Time

Sick time is discretionary and taken on the honor system as you need it to recuperate.

Starting a family

We offer maternity, paternity and adoption leave and childcare leave options. See the 'supporting families' section for more details.

Volunteer

Giving back to the community is a core part of Google's culture and values. Googlers can use 20 hours/year of work time to volunteer and use their skills and experience to help nonprofits year-round.

Bereavement Leave

In the sad event of a family member passing away, Googlers can take paid bereavement leave.

Jury Duty

Summoned to your civic duty? You receive your regular pay while serving on jury duty.

Military Leave

Google grants Military Leave to eligible employees in the uniformed services as designated by the President in time of war or emergency.

Supporting families

Google supports families of all sorts and sizes. Parents have support through enhanced leave options, and new Googler moms and dads receive money to help feed their newly-expanded family in those first few weeks following the arrival of their baby (or Googlet, as we call them!).



Childcare

Parents looking for full-time childcare have a free premium membership to Care.com to search for caregivers and access to internal resources such as nanny-share matching with other Googlers. Parents in all locations have 10 subsidized days of either in-home or in-center backup childcare.

Maternity Leave

New Google birth moms receive 18 weeks of paid leave at approx. 100% of their take-home pay. They're also eligible for up to 4 additional weeks of leave before their due date.

Maternity Concierge

We have an onsite Anthem maternity concierge who can help with questions related to your health insurance, including questions about breast pump coverage, private hospital rooms, finding a provider, claims/billing info and more.

Parental Leave

Dads, same-sex spouses, domestic partners, and parents via adoption and surrogacy may take up to 12 weeks of paid leave at approximately 100% of their take-home pay to bond with their new child.

Adoption Assistance

Google reimburses up to \$25,000 towards agency fees or legal expenses related to the adoption of a child.

Surrogacy Assistance

Google reimburses up to \$25,000 of surrogacy fees, and the option to speak with a surrogacy specialist to answer question or locate vetted surrogacy services.

Fertility Assistance

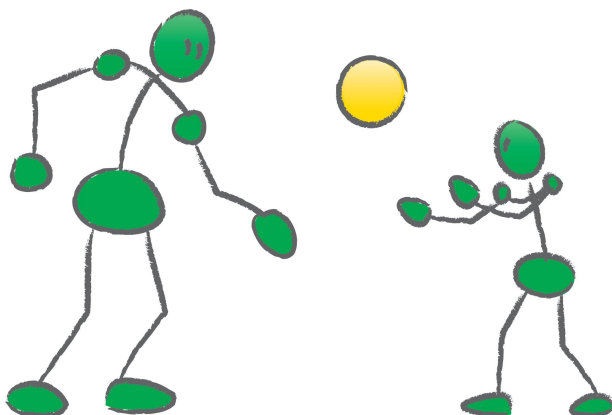
Google offers a generous fertility program, including multiple bundles of fertility treatments (including elective egg freezing), fertility consultations, and access to high-quality providers.

Baby Bonding Bucks

Google offers \$500 towards the cost of take-out or delivery meals, house cleaning, or diaper services after the arrival of a new baby so new parents can put their feet up instead of having to cook or clean.

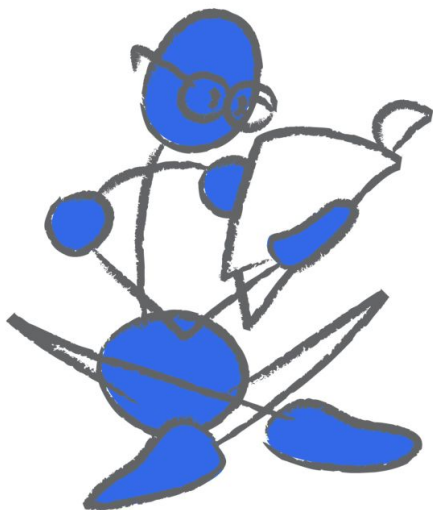
LGBT Benefits

Google supports its LGBT employees in many ways, including coverage of same-sex domestic partners or spouses on our health insurance, offering FMLA equivalent leave, and offering a transgender specialist and coverage of reassignment surgeries.



Learning

Google is highly supportive of educational initiatives – we believe in professional growth and development for all employees. All Googlers should have the opportunity to expand their minds, grow, and get better and better at what they do. It's all part of keeping Google unique and innovative.



Language Learning Programs

Google offers language lessons at no cost if speaking another language is for critical business needs or is essential to help transferring Googlers settle into a new country. For personal-interest language lessons, Google is pleased to offer access to corporate discounted rates.

Education Reimbursement

We want to support your growth, both personally and professionally, so Google reimburses a portion of your education-related expenses. We'll reimburse 2/3 up your local cap if the course is related to your current role, and 1/3 up to 10% of your local cap for personal interest courses (cooking classes, music lessons, etc.).

Grow

Develop your technical, people management, and leadership skills through a wealth of learning formats, including live classes, videos, and mentoring programs.

g2g – Googlers to Googlers

g2g provides opportunities for Googlers to teach, share and learn from each other. Got a special skill or area of expertise you'd like to share with your peers? Or maybe you'd like to learn to teach an official course? You can do both with g2g!

Other Googley programs and perks

Googlers have a range of money saving options and rewards right at their fingertips – from transportation benefits to peer bonuses.



Google Stock Units (GSUs)

Googlers may be granted GSUs which entitle the holder to a share of Google stock when the unit vests.

Referrals

We know good people know more good people, so we offer generous referral bonuses when you successfully introduce candidates to Google.

Peer Bonus

If you do something exceptional, managers can nominate you for spot bonuses of various sizes and types. Sometimes, it's your peers who know your work best. That's why they can thank you via our kudos program or even nominate you for a peer bonus that includes a small cash award.

Gift Matching

Philanthropy is one of Google's core values. Google offers 1 to 1 matching on charitable donations up to USD 6,000 per donor per year.

GoogleServe

An annual event where Googlers around the world join together in community service projects, helping deepen Google's connections with local communities while having fun.

Employee Discounts

Discounts on software, hardware, automobile purchases, travel, museums, and much, much more.

Commuter Benefits

Set aside pre-tax dollars for work-related transportation expenses like mass transit and parking. Commuters in Mountain View also have access to Google's shuttle transit system and a fleet of cars and bikes.

Accessibility

Resources like CART transcription, interpreters and assistive technologies make work and events at Google as inclusive as possible.

Other Events

Mingle with other Googlers at a bunch of events throughout the year, like our TGIF gathering every Thursday. Yeah, we know -- Thursday doesn't start with F, but it's close enough.



Cost of Health Care Benefits

We want our Googlers to be healthy and happy, so we offer comprehensive medical, dental, and vision coverage with low premiums and free preventive care. Google's benefits package allows you to enroll in one of the health insurance plans listed below. Your benefits are effective on your date of hire.

Cost of Benefits Per Bi-Weekly Pay Period in 2018:

	Employee only	Employee + Spouse/Domestic Partner	Employee + Child(ren)	Employee + Family
Anthem/Aetna gHIP	\$0	\$70.70	\$62.28	\$106.71
Anthem/Aetna PPO	\$44.29	\$102.66	\$90.44	\$150.57
Anthem/Aetna EPO	\$49.81	\$116.78	\$102.87	\$170.89
Kaiser HMO (Ca only)	\$32.81	\$72.39	\$66.72	\$113.62
gHIP Select with Stanford Health Care	\$0	\$64.34	\$56.68	\$97.11
Dental	\$4.20	\$9.45	\$9.92	\$15.96
Vision	\$1.55	\$2.78	\$2.83	\$4.82

Once you start working at Google, you'll have access to the health plan Summary Plan Description (SPD), which includes information about what services are covered, along with more information about Google's great benefits and perks. In the meantime, if you have any questions about specific coverage or benefits, please feel free to ask your recruiter.

Need further information?

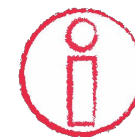
Full details of all the benefits, perks, and policies mentioned in this document can be found at go/benefits.

Note: In certain roles, there may be occasions where you need to work on a Google paid holiday. In these cases, you'll receive payment for hours worked plus holiday pay. For your specific policy, please check with your manager or HRBP.

If you have further questions, please email benefits@google.com

This document is provided only as a summary of your benefits.

Google is a growing and changing organization and reserves the right to amend or discontinue benefits at any time.



Shortly after starting with Google, you'll automatically receive a notification from gBenefits, our online platform where you can view our personalized Google benefits and perks information in one secure place. The system facilitates your enrollment selections for many of your benefits and allows you to view, change and administer your benefits in real time.

Also, once you're here, you can find detailed information on all of Google's benefits on our internal site (go/benefits).





What is a restricted stock unit (“GSU”)?

A GSU is an award which entitles the holder to Alphabet Inc. (“Alphabet”) Class C capital stock when the GSU award vests. One vested GSU equals one share of Alphabet Class C stock.

How does the value of my new hire GSU award convert into GSUs, and when does it vest?

Your USD-denominated new hire GSU award will be converted into a number of GSUs by taking the USD-denominated value (“intended value”) divided by the closing price of Alphabet Class C capital stock on the day immediate prior to the grant date (“conversion price”), rounded up to the nearest full GSU.

Your grant agreement (which will be issued after start) and/or your brokerage account will describe your new hire GSU award’s vesting schedule. The value of the portion of your new hire GSU award that vests on a vesting date (“vested value”) will depend on the number of GSUs vesting as of the vesting date and the Alphabet Class C capital stock (ticker: GOOG) share price on the trading day immediately preceding the vesting date (“GOOG share price at vest”).

EXAMPLE

Intended Value		Conversion Price		Number of GSUs Granted
\$20,000	÷	\$200	=	100 GSUs



Number of GSUs Granted		Amount Vesting		Number of GSUs Vesting		GOOG Share Price at Vest		Vested Value
100 GSUs	X	25%	=	25 GSUs	X	\$300	=	\$7,500

Is a GSU the same as restricted stock?

Similar – but different. GSUs are not shares of stock, even though GSUs convert to shares of stock upon vesting. As long as GSUs are unvested, holders are not entitled to any dividends or other shareholder rights.

What are the tax implications?

Tax implications may vary depending on numerous factors (such as location or filing status), so please make certain to consult your tax advisor. Neither Google nor Alphabet can offer you tax advice. In general, for US residents, the vested value is taxed as ordinary income at vest and is subject to all applicable taxes and withholdings.

For US and Canada residents, Google will withhold shares from the vested shares to cover the applicable taxes and withholdings. If the number of shares withheld is not a round number, you may opt to retain a fractional share or have the value of the share(s) over withheld refunded in cash through payroll. Once your GSUs vest and convert to shares, you are free to sell those shares (subject to any blackout periods or other securities laws), or to continue holding them. Upon the sale of these shares, any further appreciation after vesting is taxed at capital gains rates.



Congratulations on being offered a job at Google! As a condition of your employment with Google, you are required to sign the Employment Agreement (At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement). We've tried to anticipate your questions in the FAQs below, but if you need a little extra assistance, reach out to your recruiter or offerletters-us@google.com.

THE EXHIBIT A

What is the Exhibit A?

The Exhibit A is a listing of inventions or original works of authorship done prior to employment. Please know that listing a project or an invention on the Exhibit A does not mean that Google is granting you permission to continue working on the project or invention.

Where can I get more clarification on what to list on my Exhibit A?

Please review the section "Inventions Retained and Licensed" in your At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement. In most cases, this is section 3(c).

Can you help me fill out my Exhibit A or tell me what I should put on it? Can I show you a draft of my Exhibit A list so you can review it?

Unfortunately, no. The Exhibit A is a tool for you to tell Google what inventions, discoveries, original works of authorship, developments, improvements, and trade secrets you personally have any right, title or interest to. After considering the language in your agreement (section 3(c)), it is up to you to decide what to list and how detailed your list should be. We recommend consulting with your own legal counsel if you have specific questions about how to list your items.

Should I only list things that I think relate to Google's business?

If you aren't sure if Google's business relates to the item, consider listing the item to be on the safe side so it is clear what items you own that you do not wish to assign to Google.

I'm listed as an inventor on a patent at my previous company. Should I list that?

The Exhibit A is for you to list any items to which you personally have any right, title or interest.

Does listing an item on the Exhibit A give me permission to continue working on it, such as on my own time outside of work?

No. The Exhibit A is just a mechanism for you to list inventions or original works of authorship done prior to your employment. Listing an item does not grant you permission to continue working on it, even if it is on your own time outside of work. If you wish to continue working on an idea or invention see the "CONFLICTS OF INTEREST" section below.

I don't have anything to list on my Exhibit A, do I still have to sign it?

If you are certain you do not have anything to list, you may leave the table blank but you will need to check "no inventions or improvements" on the exhibit.

I need to attach more pages to the my Exhibit A. How do I do that?

If you do not have enough space to include all of your inventions, you may email offerletters-us@google.com with an attached file instead.

What do I do if I forgot to list an invention that belongs to me on Exhibit A?

You should contact offerletters-us@google.com who will work with Legal to determine whether it is appropriate to have you amend your employment agreement due to inadvertence on your part.

I've completed my Exhibit A and there is a project I want to continue working on in my spare time while at Google. Whom do I notify?

Please see the "CONFLICTS OF INTEREST" section below.

CONFLICTS OF INTEREST

Google permits its employees to work outside the company. However, outside work, including self-employment and managing an outside business, must not create a conflict of interest under our [Code of Conduct](#). A conflict can occur due to the nature of the outside business (e.g., working for a competitor) or because the outside work overlaps with what the employee does at Google.

If you have questions about potential conflict situations, you should raise them with your recruiter so they can flag it to the appropriate team at Google.

WORKING WITH GOOGLE'S LEGAL DEPARTMENT

Google's Legal Department exclusively represents Google's interests and provides legal advice and counsel only to Google and its employees in their capacity as agents for Google. Thus, even though you've been offered a job at Google, when you have questions about your individual interests as they relate to Google, you'll need your own attorney for advice and counsel.