

**ALPHABET INC.
2021 STOCK PLAN
ALPHABET RESTRICTED STOCK UNIT AGREEMENT**

This Alphabet Restricted Stock Unit Agreement (the “Agreement”) is entered into as of [DATE] (the “Grant Date”) by and between [NAME] (the “Participant”) and Alphabet Inc., a Delaware corporation (“Alphabet”, and together with its Subsidiaries, the “Company”).

I. GRANT OF AWARD

Alphabet has granted the Participant an award of Alphabet restricted stock units (the “GSUs”) pursuant to the Alphabet Inc. 2021 Stock Plan (the “Plan”). Each GSU represents the right to receive one share of Capital Stock, subject to the terms and conditions of the Plan and this Agreement, including any special terms and conditions for the jurisdiction in which the Participant resides contained in Exhibit A or any other appendix hereto (the “Appendix”). Certain details of the GSUs, specifically the number of GSUs and the vesting schedule of the GSUs (collectively, the “GSU Details”) are accessible to the Participant through the Participant’s brokerage account and the GSU Details are hereby incorporated into this Agreement by reference. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to such terms in the Plan.

II. TERMS OF GSUs

1. Vesting of GSUs.

(a) In General. Except as otherwise provided in subsection (b) below, the GSUs will vest in accordance with the vesting schedule set forth in the GSU Details, subject to the Participant’s continued employment with, or service to, the Company on each applicable vesting date. In the event the Participant ceases to be employed by, or ceases to provide services to, the Company for any reason except his or her death (as set forth in subsection (b) below), if applicable, all of the then outstanding and unvested GSUs will be forfeited effective as of the date that the Participant ceases to be employed by, or ceases to provide services to, the Company (the “Termination Date”) and the Participant will have no further rights to such unvested GSUs. Unless and until the GSUs have vested, the Participant will have no right to the delivery of any shares of Capital Stock pursuant thereto and prior to the actual delivery of the shares of Capital Stock pursuant to the GSUs, the GSUs represent an unfunded, unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

(b) Death of Participant. In the event that the Participant ceases to be employed by, or ceases to provide services to, the Company as a result of the Participant’s death, then (i) all of the then outstanding and unvested GSUs shall immediately vest as of the Termination Date, and (ii) any delivery of shares of Capital Stock to be made to the Participant under this Agreement will be made to the Participant’s designated beneficiary, provided, that, such beneficiary has been designated prior to the Participant’s death; in the absence of any such effective designation, the shares will be delivered to the administrator or executor of the Participant’s estate. Any such administrator or executor must furnish Alphabet with (A) written notice of his or her status as transferee, (B) a copy of the will and/or such evidence as the

Committee may deem necessary to establish the validity of the transfer, and (C) an agreement by the transferee to comply with all the terms and conditions of the GSUs that are or would be applicable to the Participant and to be bound by the acknowledgments made by the Participant hereunder. Delivery of the shares of Capital Stock pursuant to the GSUs will be made as soon as practicable following the Termination Date but in no event later than thirty (30) days following such date.

2. Settlement of GSUs. Settlement of vested GSUs shall occur as soon as practicable following the applicable vesting date, but in no event later than thirty (30) days following such vesting date. Alphabet will settle the vested GSUs by issuing (either in book-entry form or otherwise) to the Participant (or the Participant's beneficiary or estate, in the event of the Participant's death), one share of Capital Stock for each vested GSU, subject to satisfaction of all applicable Tax-Related Items, as described in Section 4 below.

3. Leaves of Absence. Vesting of the GSUs during any leave of absence of the Participant shall be subject to the terms and conditions of the leaves of absence policy governing such GSUs for the Participant's country, as may be amended from time to time.

4. Taxes.

(a) Liability for Tax-Related Items. The Participant acknowledges that the Participant is ultimately liable and responsible for any and all income taxes (including federal, state and local income taxes), social insurance, payroll taxes and other tax-related withholding (the "Tax-Related Items") arising in connection with the GSUs, regardless of any action the Company takes with respect to such Tax-Related Items. The Participant further acknowledges that the Company (i) does not make any representation or undertaking regarding the treatment of any Tax-Related Items in connection with any aspect of the GSUs, including the grant, vesting and settlement of the GSUs, or the subsequent sale of shares of Capital Stock acquired upon settlement of the GSUs and (ii) does not commit, and is under no obligation, to structure the terms of the GSUs or any aspect of the GSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result.

(b) Payment of Withholding Taxes. Notwithstanding any contrary provision of this Agreement, no portion of the GSUs will be settled unless and until satisfactory arrangements (as determined by the Committee) have been made by the Participant with respect to the payment of any taxes which the Company determines must be withheld with respect to such portion of the GSUs; provided, that, if the Participant fails to make satisfactory arrangements with respect to such taxes within two and one half (2.5) months following the end of the calendar year in which the applicable vesting date occurs, then the applicable portion of the GSUs shall be forfeited.

(i) Unless the Participant is a director or executive officer (within the meaning of Section 16 of the Exchange Act and the regulations thereunder) of Alphabet (each, a "Section 16 Person") at the time that the GSUs, or a portion thereof, are settled, the Committee may use any method permitted by the Plan to satisfy the federal, state and local withholding tax requirements attributable to the GSUs, or portion thereof, being settled; and

(ii) If the Participant is a Section 16 Person at the time that the GSUs, or a portion thereof, are settled, then the Committee shall, pursuant to such procedures as it may specify from time to time, withhold a number of shares of Capital Stock otherwise issuable upon settlement of the GSUs, or portion thereof, having an aggregate Fair Market Value sufficient to satisfy the federal, state and local withholding tax requirements attributable to the GSUs, or such portion thereof, but not greater than the withholding obligations, as determined by the Committee in its discretion; provided, that, the Committee hereby reserves the discretion to amend this Agreement by notice to the Participant and without obtaining the Participant's consent, to allow the Committee to use any one or more methods permitted by the Plan to satisfy the federal, state and local withholding tax requirements attributable to the GSUs, or portion thereof, being settled.

5. Rights as Stockholder. Neither the Participant nor any person claiming under or through the Participant will have any of the rights or privileges of a stockholder of Alphabet in respect of any shares of Capital Stock deliverable pursuant to the GSUs unless and until such shares of Capital Stock have been issued on the records of Alphabet or its transfer agents or registrars. After such issuance, the Participant will have all the rights as a stockholder of Alphabet with respect to such shares of Capital Stock.

6. No Special Employment Rights; No Right to Future Awards. Nothing contained in this Agreement shall confer upon the Participant any right with respect to the continuation of his or her employment by, or service to, the Company or interfere in any way with the right of the Company at any time to terminate such employment or service or to increase or decrease the compensation of the Participant from the rate in existence at the Grant Date. The grant of the GSUs is at the sole discretion of Alphabet and does not create any contractual or other right to receive future awards of GSUs, or benefits in lieu of GSUs, even if GSUs have been awarded to the Participant repeatedly in the past.

7. GSUs Not Transferable. Except to the limited extent provided in Section 1(b) above, the GSUs and the rights and privileges conferred hereby may not be transferred, assigned, pledged or hypothecated in any way by the Participant (whether by operation of law or otherwise) and may not be subject to sale under execution, attachment or similar process. Any attempt by the Participant to transfer, assign, pledge, hypothecate or otherwise transfer the GSUs, or any right or privilege conferred hereby, and any attempted sale under any execution, attachment or similar process, shall be void and unenforceable against the Company.

8. Modification; Entire Agreement; Waiver. No modification of any provision of this Agreement which reduces the Participant's rights hereunder will be valid unless the same is agreed to in writing by the parties hereto. This Agreement, including the Appendix and the GSU Details, together with the Plan, represent the entire agreement between the parties with respect to the GSUs. The failure of Alphabet to enforce at any time any provision of this Agreement will in no way be construed to be a waiver of such provision or of any other provision hereof. Alphabet reserves the right, however, to the extent Alphabet deems necessary or advisable in its sole discretion, to unilaterally alter or modify the terms of the GSUs set forth in this Agreement in order to ensure that the GSUs either qualify for exemption from, or comply with, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder ("Section 409A"); provided, however that the Company

makes no representations that the GSUs will be exempt from, or will comply with, the requirements of Section 409A.

9. Binding Agreement. Subject to the limitation on the transferability of the GSUs contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

10. Additional Conditions to Issuance of Shares of Capital Stock. Alphabet shall not be required to issue any shares of Capital Stock hereunder prior to fulfillment of all of the following conditions: (a) the completion of any registration or other qualification of such shares of Capital Stock under any federal or state law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, or under any stock exchange on which the shares of Capital Stock are listed for trading, which the Committee shall, in its absolute discretion, deem necessary or advisable; (b) the obtaining of any approval or other clearance from any federal or state governmental agency, which the Committee shall, in its absolute discretion, determine to be necessary or advisable; and (c) the lapse of such reasonable period of time not to exceed thirty (30) days following the applicable vesting date of any portion of the GSUs as the Committee may establish from time to time for reasons of administrative convenience.

11. Plan Governs. This Agreement is subject in all respects to all terms and provisions of the Plan and the Plan document is hereby incorporated into this Agreement. In the event of a conflict between one or more provisions of this Agreement and one or more provisions of the Plan, the provisions of the Plan will control.

12. Policy Against Insider Trading. By accepting the GSUs, the Participant acknowledges that (a) a copy of Alphabet's Policy Against Insider Trading (the "Trading Policy") has been made available to the Participant, (b) the Participant has had an opportunity to review the Trading Policy and (c) the Participant is bound by all the terms and conditions of the Trading Policy.

13. Committee Authority. The Committee has full discretionary authority to administer the Plan, including discretionary authority to interpret and construe any and all provisions of the Plan and this Agreement and to adopt and amend from time to time such rules and regulations for the administration of the Plan as the Committee may deem necessary or appropriate. All actions taken and all interpretations and determinations made by the Committee will be final and binding upon the Participant, the Company and all other interested persons.

14. Captions. Captions provided herein are for convenience only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement.

15. Severability. In the event that any provision in this Agreement is held to be invalid or unenforceable for any reason, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

16. Governing Law. This Agreement shall be construed and administered in accordance with the laws of the State of New York without regard to its conflict of law principles.

17. Section 409A Compliance. It is intended that the Plan and the Agreement comply with, or be exempt from the requirements of Section 409A and any related guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service. Accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith or exempt therefrom. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, the Participant shall not be considered to have terminated employment with, or service to, the Company for purposes of this Agreement until the Participant would be considered to have incurred a “separation from service” from the Company within the meaning of Section 409A. Each amount to be paid or benefit to be provided pursuant to this Agreement shall be construed as a separate identified payment for purposes of Section 409A.

18. **Employee Data Privacy Consent.**

(a) *The Company is located at 1600 Amphitheatre Parkway, Mountain View, CA 94043, U.S.A., and grants employees of the Company and its affiliates GSUs, at the Company’s sole discretion. If the Participant would like to be eligible to participate in the Plan, the Participant should review and accept the following information about the Company’s data processing practices.*

(b) **Data Collection and Usage.** *The Company collects, processes and uses the Participant’s 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 the Company, and details of all GSUs cancelled, vested, or outstanding in the Participant’s favor, which the Company receives from the Participant or the Participant’s employer. If the Company offers the Participant a grant of GSUs under the Plan, then the Company will collect the Participant’s personal data for purposes of implementing, administering and managing the Plan. The Company’s legal basis for the processing of the Participant’s personal data would be his or her consent.*

(c) **Stock Plan Administration Service Providers.** *The Company may transfer personal data to third parties which assist the Company 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 the Company. In the future, the Company may select a different service provider and share the Participant’s data with another company that serves in a similar manner. The Company’s service provider will open an account for the Participant to receive and trade shares of Capital Stock. The Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Participant’s ability to participate in the Plan.*

(d) **International Data Transfers.** *The Company and its service providers are based in the United States. If the Participant is outside the United States, the Participant should note that his or her country may have enacted data privacy laws that are different from those of the United States. The Company's legal basis for the transfer of personal data is the Participant's consent.*

(e) **Data Retention.** *The Company will use the Participant's personal data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under applicable tax and securities laws. When the Company no longer needs the personal data, the Company will remove it from its systems. If the Company keeps data longer, it would be to satisfy legal, tax or regulatory obligations and the Company's legal basis would be relevant laws or regulations.*

(f) **Voluntariness and Consequences of Consent Denial or Withdrawal.** *The Participant's participation in the Plan and grant of consent is purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant withdraws his or her consent, the Participant may not be able to participate in the Plan. This would not affect the Participant's salary from or employment with the Participant's employer; the Participant would merely forfeit the opportunities associated with the Plan.*

(g) **Data Subject Rights.** *The Participant may have a number of rights under data privacy laws in his or her country. Depending on where the Participant is based, the Participant's rights may include the right to (a) request access to or copies of personal data the Company 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 the Participant's country, and/or (g) request a list with the names and addresses of any potential recipients of personal data. To receive clarification regarding the Participant's rights or to exercise your rights, please contact gem-help@google.com.*

(h) **Additional Consents.** *Upon request of the Company or the Participant's employer, the Participant agrees to provide a separate executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Participant's employer) that the Company and/or the Participant's employer may deem necessary to obtain from the Participant for the purpose of administering the Participant's participation in the Plan in compliance with the data privacy laws in the Participant's country, either now or in the future. The Participant understands and agrees that the Participant may not be able to participate in the Plan if he or she fails to provide any such consent or agreement requested by the Company and/or the Participant's employer.*

19. **Appendix.** *Notwithstanding any provisions in this Agreement, if the Participant resides outside of the United States, certain additional general terms and conditions as set forth in the Appendix will apply to the Participant. In addition, the GSUs shall be subject to any special terms and conditions set forth in the Appendix for the jurisdiction in which the Participant resides. If the Participant relocates from the United States to a country outside the United States or relocates between the jurisdictions specified in the Appendix, the additional general and*

special terms and conditions, as applicable, will apply to the Participant, to the extent that Alphabet determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

20. Acceptance. The Participant must accept the GSUs and agree to the terms and conditions of the GSUs as set forth in the Plan and this Agreement (including the GSU Details and the Appendix), by electronically accepting this Agreement immediately following the Grant Date.

EXHIBIT A
APPENDIX OF
SPECIAL TERMS AND CONDITIONS FOR
PARTICIPANTS OUTSIDE THE U.S.

ALPHABET INC.
2021 STOCK PLAN

ALPHABET RESTRICTED STOCK UNIT AGREEMENT

This Appendix, which is part of the Alphabet Restricted Stock Unit Agreement (the “Agreement”), contains additional “terms and conditions” that will apply to the Participant if he or she resides outside the United States. The terms and conditions in Part A of this Appendix apply to *all* Participants who reside outside the United States. The additional terms and conditions in Part B of this Appendix will also apply to the Participant if he or she resides in one of the countries referenced in Part B. Capitalized terms used but not defined herein shall have the same meanings assigned to them in the Plan and/or the Agreement.

Further, this Appendix includes information regarding certain other issues of which the Participant should be aware with respect to his or her participation in the Plan. The information is based on the laws in effect in the respective countries as of May 2021. Such laws are often complex and change frequently, and the information in this Appendix may be outdated when the GSUs vest and/or the Participant sells any shares of Capital Stock issued pursuant to the vesting of the GSUs.

Participant may also be subject to reporting, notification or other obligations related to foreign asset/account reporting, exchange control or other laws not described in this Appendix. Additional information regarding these obligations can be located at [go/gsutaxguide \(https://taxguides.solium.com/alphabet/\)](https://taxguides.solium.com/alphabet/). Alphabet therefore strongly recommends that the Participant not rely on the information in this Appendix as the only source of information relating to the consequences of his or her participation in the Plan.

In addition, the information contained in this Appendix is general in nature and may not apply to the Participant’s particular situation. As a result, Alphabet cannot assure the Participant of any particular result. The Participant is therefore advised to seek appropriate professional advice as to how the relevant laws in the Participant’s country may apply to his or her situation.

Finally, if the Participant is a citizen or resident of a country, or is considered a resident of a country, other than that in which he or she is currently working, or transfers residence and/or employment after the Grant Date, the information contained herein may not apply to the Participant in the same manner.

A. ALL COUNTRIES OUTSIDE THE UNITED STATES

TERMS AND CONDITIONS

The following additional terms and conditions will apply to the Participant if he or she resides in any country outside the United States.

Taxes. *The following language replaces Part II, Section 4(a), 4(b) and 4(b)(i) of the Agreement:*

The Participant acknowledges that, regardless of any action Alphabet or the Participant's employer (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant or deemed applicable to the Participant (the "Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains his or her responsibility and may exceed the amount actually withheld by Alphabet or the Employer. The Participant further acknowledges that Alphabet and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the GSUs or the underlying shares of Capital Stock, including, but not limited to, the grant, vesting or settlement of the GSUs, the issuance of shares of Capital Stock upon settlement of the GSUs, the subsequent sale of shares of Capital Stock acquired pursuant to such issuance and the receipt of any dividends and/or any dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the GSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant has become subject to tax in more than one jurisdiction, the Participant acknowledges that Alphabet and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Unless the Participant is a Section 16 Person, prior to any relevant taxable or tax withholding event, as applicable, the Participant will pay or make adequate arrangements satisfactory to Alphabet and/or the Employer to satisfy all Tax-Related Items. In this regard, the Participant authorizes Alphabet and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items by one or a combination of the following:

- (a) withholding from the Participant's wages or other cash compensation paid to him or her by Alphabet and/or the Employer; or
- (b) requiring the Participant to make a payment in a form acceptable to Alphabet in an amount equal to the withholding obligations for Tax-Related Items; or
- (c) withholding from proceeds of the sale of shares of Capital Stock acquired upon vesting/settlement of the GSUs either through a voluntary sale or through a mandatory sale arranged by Alphabet (on the Participant's behalf pursuant to this authorization without further consent); or

- (d) withholding in shares of Capital Stock to be issued upon vesting/settlement of the GSUs.

If the Participant is a Section 16 Person at the time the GSUs, or a portion thereof, are settled, or at the time of any other relevant taxable or tax withholding event under the Plan, as applicable, then Part II, Section 4(b)(ii) of the Agreement shall govern with respect to satisfaction of all Tax-Related Items.

Alphabet may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates in the Participant's country, in which case the Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the Capital Stock equivalent), or if not refunded, the Participant may seek a refund from the local tax authorities. In the event of under-withholding, the Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to Alphabet and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in shares of Capital Stock, for tax purposes, the Participant will be deemed to have been issued the full number of shares of Capital Stock subject to the vested GSUs, notwithstanding that a number of the shares of Capital Stock is held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Participant's participation in the Plan.

Finally, the Participant agrees to pay to Alphabet or the Employer any amount of Tax-Related Items that Alphabet or the Employer may be required to withhold or account for as a result of his or her participation in the Plan that cannot be satisfied by the means previously described. Alphabet may refuse to issue or deliver the shares of Capital Stock or the proceeds of the sale of shares of Capital Stock, if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

Nature of Grant. In accepting the GSUs, the Participant acknowledges, understands and agrees that:

- (a) the Plan is established voluntarily by Alphabet, it is discretionary in nature and it may be modified, amended, suspended or terminated by Alphabet at any time, to the extent permitted by the Plan;
- (b) the GSU grant is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of GSUs, or benefits in lieu of GSUs, even if GSUs have been granted in the past;
- (c) all decisions with respect to future GSU grants, if any, will be at the sole discretion of Alphabet;
- (d) the GSU grant and the Participant's participation in the Plan shall not create a right to employment or other service relationship with Alphabet;
- (e) the GSU grant and the Participant's participation in the Plan shall not be interpreted as forming or amending an employment or service contract with Alphabet or the Employer, and shall not interfere with the ability of Alphabet, the Employer or any Subsidiary or affiliate of Alphabet, as applicable, to terminate

the Participant's employment or service relationship (if any);

- (f) the Participant is voluntarily participating in the Plan;
- (g) the GSUs and the shares of Capital Stock subject to the GSUs, and the income from and value of same, are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to Alphabet or the Employer, and which is outside the scope of the Participant's employment or service contract, if any;
- (h) the GSUs and the shares of Capital Stock subject to the GSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (i) unless otherwise agreed with Alphabet in writing, the GSUs and the shares of Capital Stock subject to the GSUs, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of a Subsidiary or affiliate of Alphabet;
- (j) the GSUs and the shares of Capital Stock subject to the GSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, leave-related payments, holiday top-up, pension or retirement or welfare benefits or similar mandatory payments;
- (k) the future value of the underlying shares of Capital Stock is unknown, indeterminable and cannot be predicted with certainty;
- (l) no claim or entitlement to compensation or damages shall arise from forfeiture of the GSUs resulting from termination of the Participant's employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any);
- (m) for purposes of the GSUs, the Participant's employment or service relationship will be considered terminated as of the date he or she is no longer actively providing services to Alphabet, the Employer or any of the other Subsidiaries or affiliates of Alphabet (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any) and such date will not be extended by any notice period (*e.g.*, the Participant's period of employment would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the Participant's GSU grant (including

whether the Participant may still be considered to be providing services while on a leave of absence);

- (n) unless otherwise provided in the Plan or by Alphabet in its discretion, the GSUs and the benefits evidenced by this Agreement do not create any entitlement to have the GSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Capital Stock; and
- (o) neither Alphabet, the Employer nor any Subsidiary or affiliate of Alphabet shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the GSUs or of any amounts due to the Participant pursuant to the vesting of the GSUs or the subsequent sale of any shares of Capital Stock acquired upon settlement.

No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or his or her acquisition or sale of the underlying shares of Capital Stock. The Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

Insider Trading Restrictions / Market Abuse Laws. The Participant acknowledges that, depending on the Participant's country, the broker's country or the country where Alphabet's shares are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to accept, acquire, sell or otherwise dispose of shares of Capital Stock, rights to acquire shares of Capital Stock (e.g., GSUs) or rights linked to the value of shares of Capital Stock during such times as the Participant is considered to have "inside information" regarding the Company as defined by or determined under the laws or regulations in the applicable jurisdictions. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before he or she possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party and (ii) "tipping" third parties or causing them otherwise to buy or sell securities, where third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to the Trading Policy described in Part II, Section 12 of the Agreement. The Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions and that he or she should speak to his or her personal legal advisor regarding this matter.

Foreign Asset / Account Reporting Requirements, Exchange Controls and Tax Requirements. The Participant's country may have certain foreign asset and/or account reporting requirements and exchange controls which may affect the Participant's ability to acquire or hold shares of Capital Stock under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares of Capital Stock) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such accounts, assets or transactions to the tax or other authorities in the Participant's country. The Participant also may be required to repatriate sale proceeds or other funds received as a result of the Participant's participation in the Plan to the Participant's country through a designated bank or broker and/or within a certain time after receipt. In

addition, the Participant may be subject to tax payment and/or reporting obligations in connection with any income realized under the Plan and/or from the sale of shares of Capital Stock. The Participant acknowledges that it is the Participant's responsibility to be compliant with all such requirements, and the Participant should consult his or her personal legal and tax advisors, as applicable, to ensure his or her compliance.

Issuance of Shares. If advisable due to local law requirements, the Committee, in its sole and absolute discretion, may require the immediate forced sale of the shares of Capital Stock issuable upon vesting of the GSUs. Alternatively, unless otherwise set forth in this Appendix, the Committee, in its sole and absolute discretion, may determine to pay out the GSUs in cash equal to the Fair Market Value of the shares of Capital Stock underlying the GSUs.

Imposition of Other Requirements. Alphabet reserves the right to impose other requirements on the Participant's participation in the Plan, on the GSUs and on any shares of Capital Stock acquired under the Plan, to the extent Alphabet determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

Language. The Participant acknowledges and represents that he or she is proficient in the English language, or has consulted with an advisor who is proficient in the English language, so that the Participant understands the terms of the Plan and this Agreement and any other documents related to the Plan. If the Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different from the English version, the English version will control.

Notice of Venue. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this grant or the Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of Santa Clara County, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this grant is made and/or to be performed.

Electronic Delivery and Participation. Alphabet may, in its sole discretion, decide to deliver any documents related to current or future participation by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by Alphabet or another third party designated by Alphabet.

B. COUNTRY-SPECIFIC ADDITIONAL TERMS AND CONDITIONS

ARGENTINA

There are no country-specific provisions.

AUSTRALIA

Securities Law Information. This offer is being made under Division 1A, Part 7.12 of the *Corporations Act 2001 (Cth)*.

If the Participant offers shares of Capital Stock for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. The Participant should obtain legal advice on his or her disclosure obligations prior to making any such offer.

AUSTRIA

There are no country-specific provisions.

BELGIUM

There are no country-specific provisions.

BRAZIL

Compliance with Law. By accepting the GSUs, the Participant acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the GSUs and the sale of shares of Capital Stock acquired under the Plan.

Labor Law Acknowledgment. By accepting the GSUs, the Participant agrees that he or she is (i) making an investment decision, and (ii) the value of the underlying shares of Capital Stock is not fixed and may increase or decrease over the vesting period without compensation to the Participant. The Participant further agrees that, for all legal purposes, (i) the GSUs and underlying shares of Capital Stock are the result of commercial transactions unrelated to the Participant's employment; (ii) the GSUs and underlying shares of Capital Stock are not a part of the terms and conditions of the Participant's employment; and (iii) the income from the GSUs, if any, is not part of the Participant's remuneration from employment.

CANADA

The following provision replaces Section (j) of Part A, "Nature of Grant" of this Appendix:

Except to the extent explicitly required under local employment standards legislation, the GSUs and the shares of Capital Stock subject to the GSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, leave-related payments, holiday top-up, pension or retirement or welfare benefits or similar mandatory payments.

The following provision replaces Section (l) of Part A, “Nature of Grant” of this Appendix:

Except to the extent explicitly required under local employment standards legislation, no claim or entitlement to compensation or damages shall arise from forfeiture of the GSUs resulting from termination of the Participant’s employment.

The following provision replaces Section (m) of Part A, “Nature of Grant” of this Appendix:

For purposes of the GSUs, except to the extent expressly provided in this Agreement or expressly required by applicable legislation, the Participant's employment or other service relationship will be considered terminated (regardless of the reason for such termination) and his or her right to vest in the GSUs under the Plan, if any, will terminate as of the date that is the earliest of (1) the date Participant is no longer employed by or providing services to the Company, Alphabet and any Subsidiary or affiliate of Alphabet; (2) the date Participant receives written notice of termination of employment; or (3) the date written notice of termination of is delivered to the Participant's last known address (together, the “Termination Date”). Except to the extent explicitly required by applicable legislation, the Termination Date will exclude of any notice period or period of pay in lieu of such notice required under statute, contract, common/civil law or otherwise. The Participant will not earn or be entitled to any pro-rated vesting for that portion of time before the date on which his or her right to vest terminates, nor will Participant be entitled to any compensation for lost vesting.

In case of any dispute as to whether termination of employment has occurred that cannot be reasonably determined under the terms of this Agreement and the Plan, the Committee will have sole discretion, subject to applicable legislation, to determine whether such termination of employment has occurred and the effective date of such termination. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Participant’s right to vest in the GSUs under the Plan, if any, will terminate effective as of the last day of his or her minimum statutory notice period, but Participant will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of his or her statutory notice period, nor will Participant be entitled to any compensation for lost vesting.

GSUs Settled in Shares Only. Notwithstanding any discretion contained in the Plan, GSUs granted to Participants in Canada shall be paid in shares of Capital Stock only and do not provide any right for the Participant to receive a cash payment.

The following provisions apply if the Participant resides in Quebec:

Employee Data Privacy. The Participant hereby authorizes the Company and the Company’s representatives to discuss with and obtain all relevant information from all personnel, professional or otherwise, involved in the administration and operation of the Plan. The Participant further authorizes Alphabet and any Subsidiary or affiliate of Alphabet to discuss and disclose the Participant's participation in the Plan with their advisors. The Participant further authorizes Alphabet and any Subsidiary or affiliate of Alphabet to record such information in his or her employee file.

Securities Law Information. The Participant is permitted to sell shares of Capital Stock

acquired through the designated broker under the Plan, if any, provided the resale of shares of Capital Stock acquired under the Plan takes place outside Canada through the facilities of a stock exchange on which the shares of Capital Stock are listed. The shares of Capital Stock are currently listed on the Nasdaq Global Select Market, which is located outside of Canada, and the shares of Capital Stock may be sold through this exchange.

CHILE

Securities Law Information. The offer of the GSUs is effective as of the Grant Date. The offer of GSUs is made subject to general ruling n° 345 of the Chilean Commission for the Financial Market (the “CMF”). The offer refers to securities not registered at the Securities Registry or at the Foreign Securities Registry of the CMF, and, therefore, such securities are not subject to oversight of the CMF. Given that the GSUs are not registered in Chile, the Company is not required to provide public information about the GSUs or the shares of Capital Stock in Chile. Unless the GSUs and/or the shares of Capital Stock are registered with the CMF, a public offering of such securities cannot be made in Chile, unless the offer complies with the conditions set forth in general ruling n° 345.

La oferta de los GSUs se inicia en el “Grant Date”, como se define en este contrato. Esta oferta de GSUs se acoge a las disposiciones de la Norma de Carácter General N° 345 de la Comisión para el Mercado Financiero de Chile (“CMF”). Esta oferta versa sobre valores no inscritos en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la CMF, por lo que tales valores no están sujetos a la fiscalización de ésta. Por tratarse los GSUs de valores no inscritos en Chile, no existe la obligación por parte del emisor de entregar en Chile información pública respecto de los mismos o de las acciones. Estos GSUs y acciones no podrán ser objeto de oferta pública en Chile mientras no sean inscritos con la CMF, salvo que se cumpla con la normativa establecida en la Norma de Carácter General N° 345.

CHINA (PRC)

The following provisions will apply if the Participant is a PRC citizen or is otherwise determined by Alphabet to be subject to the requirements imposed by the State Administration of Foreign Exchange (“SAFE”):

Exchange Control Restrictions:

(a) SAFE Approval. Notwithstanding anything to the contrary in the Agreement, Alphabet retains the discretion to suspend vesting of the GSUs, the sale of shares of Capital Stock acquired upon vesting of the GSUs or the remittance of any funds received under the Plan unless and until Alphabet receives all necessary approvals from SAFE or its local counterpart (and such approvals remain valid) under the Implementing Rules of the Measures for Administration of Foreign Exchange of Individuals to offer equity awards in the PRC.

If vesting is suspended, once SAFE approval has been received and provided the Participant is employed by, or provides services to, the Company, the Participant will receive a vesting credit for that portion of the GSUs that would have vested prior to obtaining SAFE approval, if applicable, and the remaining portion of the GSUs will vest in accordance with the schedule set forth in the Grant Details. If the Participant's employment or service with the Company

terminates prior to the receipt of SAFE approval, any unvested GSUs will be forfeited.

(b) Mandatory Sale Upon Termination of Employment. Notwithstanding anything to the contrary in the Plan or Agreement, due to exchange control laws in China, the Participant agrees that any shares of Capital Stock acquired by the Participant under the Plan and held by the Participant at the time of his or her termination of employment with Alphabet or the Employer will be sold on his or her behalf pursuant to this authorization, as soon as administratively practicable following the termination of his or her employment. Alphabet is under no obligation to arrange for such sale at any particular price. The Participant will receive the sale proceeds, less any broker's fees or commissions and subject to satisfaction of any Tax-Related Items.

(c) Broker Account. Any shares of Capital Stock issued to the Participant upon vesting of the GSUs must be maintained in an account with Morgan Stanley LLC, Charles Schwab & Co., Inc. or such other broker as may be designated by Alphabet until the shares of Capital Stock are sold through that broker.

(d) Repatriation. The Participant understands and agrees that, due to local exchange control requirements, he or she is required to repatriate to the PRC all proceeds he or she receives from participation in the Plan, including any cash dividends and the cash proceeds from the sale of the shares of Capital Stock acquired upon the vesting of the GSUs. The Participant further understands that, under PRC law, such repatriation of his or her cash proceeds will be effectuated through a special exchange control account established by Alphabet, the Employer or another Subsidiary or affiliate of Alphabet in China, and the Participant hereby consents and agrees that any proceeds he or she may receive as a result of participation in the Plan will be transferred to such special account prior to being delivered to him or her. Unless Alphabet in its sole discretion decides otherwise, the proceeds will be paid to the Participant in local currency. The Company is under no obligation to secure any particular exchange conversion rate and the Company may face delays in converting the proceeds into local currency due to exchange control restrictions in China. The Participant agrees that neither Alphabet nor any Subsidiary or affiliate can be held liable for any delay in delivering the proceeds to the Participant. The Participant agrees to bear any currency fluctuation risk between the time the shares of Capital Stock are sold and the time the sale proceeds are distributed through any such special exchange account.

(e) Other. The Participant further agrees to comply with any other requirements that may be imposed by Alphabet in the future in order to facilitate compliance with exchange control requirements in China and to sign any agreements, forms and/or consents that may be reasonably requested by the Company (or Alphabet's designated broker) to effectuate any of the remittances, transfers, conversions or other processes affecting the proceeds.

COLOMBIA

Labor Law Acknowledgement. The Participant acknowledges that pursuant to Article 128 of the Colombia Labor Code, the Plan and related benefits do not constitute a component of "salary" for any purposes. The Plan and related benefits will not be included and / or considered for purposes of calculating any and all labor benefits, such as legal / fringe benefits, vacation, indemnities, payroll taxes, social insurance contributions (except as required by Article 30 of Law 1393/2010) and / or any other labor related amount which may be payable.

Securities Law Information. The shares of Capital Stock are not and will not be registered with the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and therefore the shares of Capital Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia.

CROATIA

There are no country-specific provisions.

CZECH REPUBLIC

There are no country-specific provisions.

DENMARK

Stock Option Act. The Participant acknowledges that he or she received the Employer Statement (attached immediately below) in Danish which sets forth the terms of the GSUs.

Please be aware that as set forth in Section 1 of the Act on Stock Options in employment relations (the “Stock Option Act”), the Stock Option Act only applies to “employees” as that term is defined in Section 2 of the Act. If the Participant is a member of the registered management of Alphabet’s Subsidiary or affiliate in Denmark or otherwise does not satisfy the definition of employee, the Participant will not be subject to the Stock Option Act and the Employer Statement will not apply to him or her.

Please note the Stock Option Act has been revised as of January 1, 2019. The termination provisions under the Plan will apply for any grants made after January 1, 2019. The relevant termination provisions are detailed in Part II Sections 1(a) and (b) of the Agreement and the Employer Statement.

ALPHABET INC.
ARBEJDSGIVERERKLÆRING
ALPHABET-AKTIER (*RESTRICTED STOCK UNITS*)
TILDELT FRA OG MED 1. JANUAR 2019

I henhold til § 3, stk. 1, i lov om brug af køberet eller tegningsret mv. i ansættelsesforhold ("Aktieoptionsloven") er du berettiget til i en særskilt skriftlig erklæring at modtage følgende oplysninger om Alphabet Inc.'s ("Alphabets") 2021-aktieordning (*2021 Stock Plan*) ("Ordningen").

Denne erklæring indeholder generelt kun de oplysninger, der er nævnt i Aktieoptionsloven, medens de øvrige kriterier og betingelser for din tildeling af betingede Alphabet-aktier ("GSUer") er nærmere beskrevet i Ordningen og i GSU-Aftalen (*Alphabet Restricted Stock Unit Agreement*) ("Aftalen"), som du har fået adgang til. I tilfælde af uoverensstemmelser mellem en bestemmelse i denne Arbejdsgivererklæring og bestemmelserne i Ordningen eller Aftalen har denne Arbejdsgivererklæring forrang.

1. Tidspunkt for tildeling af GSUer

Tidspunktet for tildelingen af dine GSUer er den dag, hvor Udvalget (*Committee*) (som defineret i Ordningen) godkendte din tildeling og besluttede, at den skulle træde i kraft. Tidspunktet fremgår af Aftalen.

2. Kriterier eller betingelser for tildeling af retten til senere at få tildelt aktier

Tildelingen af GSUer i henhold til Ordningen sker alene efter Udvalgets skøn. Medarbejdere og konsulenter i Alphabet og i dets Datterselskaber (*Subsidiaries*) (som defineret i Ordningen, og sammen med Alphabet kaldet "Selskabet") og medlemmer af Alphabets bestyrelse er kvalificerede til at deltage i Ordningen. Tildelingen af GSUer har til hensigt ved hjælp af incitamenter og belønninger at fastholde disse kvalificerede medarbejdere i Alphabet og dets Datterselskaber og give dem en direkte interesse i at medvirke til Selskabets langsigtede vækst, overskud og økonomiske fremgang. Alphabet kan frit vælge ikke fremover at tildele dig nogen GSUer. I henhold til bestemmelserne i Ordningen og Aftalen har du ikke nogen ret til eller noget krav på fremover at få tildelt GSUer.

3. Modningstidspunkt eller -periode

Dine GSUer modnes over en periode ("modningsperioden"), forudsat at du vedbliver at være ansat i eller arbejde for Selskabet, medmindre GSUerne af de i Aftalen anførte årsager og med forbehold for pkt. 5 i denne Arbejdsgivererklæring modnes eller bortfalder på et tidligere tidspunkt. De nærmere modningsbetingelser, som gælder for dine GSUer, vil fremgå af GSU-oplysningerne, som tilgås over din formidlingskonto, og som er indarbejdet i Aftalen ved henvisning.

4. Udnyttelseskurs

Der skal ikke betales nogen udnyttelseskurs, når dine GSUer modnes, og når der udstedes aktier til dig.

5. Din retsstilling i forbindelse med fratræden

Ved din fratræden vil dine GSUer blive behandlet i overensstemmelse med ophørsbestemmelserne i Aftalen, der er opsummeret nedenfor.

Såfremt du ophører med at være ansat i eller levere ydelser til Selskabet af alle andre årsager end dødsfald, vil alle udestående og ikke-modnede GSUer bortfalde med virkning fra den dato, hvor du ikke længere er ansat i eller leverer ydelser til Selskabet ("Ophørsdatoen"). Du vil ikke have yderligere rettigheder til de pågældende ikke-modnede GSUer. Hvis ikke GSUerne er modnet, har du ingen ret til at få udleveret aktier (Capital Stock) i henhold til GSUerne, og forud for den faktiske udlevering af aktier (Capital Stock) i henhold til GSUerne repræsenterer GSUerne en ufinansieret og ikke-sikret forpligtelse for Selskabet, som eventuelt vil blive afregnet med Selskabets generelle aktiver.

Såfremt du ophører med at være ansat i eller levere ydelser til Selskabet, fordi du afgår ved døden, vil eventuelle udestående og ikke-modnede GSUer omgående modne med virkning fra Ophørsdatoen. Dog gælder det, at hvis du er *director* eller *officer* (som defineret i § 16 i den amerikanske fondsbørslov (*U.S. Securities Exchange Act of 1934*) og de hertil hørende bekendtgørelser) i Alphabet Inc., vil der ikke ske en sådan fremskyndelse af modningen, og de på det tidspunkt udestående og ikke-modnede GSUer vil bortfalde med virkning fra Ophørsdatoen.

6. Økonomiske aspekter ved at deltage i Ordningen

Tildelingen af GSUer har ingen umiddelbare økonomiske konsekvenser for dig. Værdien af GSUerne indgår ikke i beregningen af feriepenge, pensionsbidrag eller øvrige lovpligtige, vederlagsafhængige ydelser.

Aktier er finansielle instrumenter. Den fremtidige værdi af Alphabets aktier kendes ikke og kan ikke forudsiges med sikkerhed.

Alphabet Inc.

Mountain View, Californien, USA

FINLAND

There are no country-specific provisions.

FRANCE

Consent to Receive Information in English. By accepting the GSUs, the Participant confirms having read and understood the Plan and Agreement, including all terms and conditions included therein, which were provided in the English language. The Participant accepts the terms of those documents accordingly.

En acceptant ces GSUs, le Titulaire de l'GSU confirme avoir lu et compris le Plan et le Contrat y relatifs, incluant tous leurs termes et conditions, qui ont été transmis en langue anglaise. Le Titulaire de l'GSU accepte les dispositions de ces documents en connaissance de cause.

GERMANY

There are no country-specific provisions.

GHANA

There are no country-specific provisions.

GREECE

There are no country-specific provisions.

HONG KONG

GSUs Settled in Shares Only. Notwithstanding any discretion contained in the Plan, GSUs granted to Participants in Hong Kong shall be paid in shares of Capital Stock only and do not provide any right for the Participant to receive a cash payment.

Sale of Shares. If the GSUs vest within six months of the Grant Date, the Participant agrees that he or she will not dispose of the shares of Capital Stock acquired prior to the six-month anniversary of the Grant Date. The Participant understands that any shares of Capital Stock acquired at vesting are accepted as a personal investment.

Securities Law Information. ***WARNING:** The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Participant is advised to exercise caution in relation to the offer. If the Participant is in any doubt about any of the contents of this document, the Participant should obtain independent professional advice. The GSUs and any shares of Capital Stock issued at vesting of the GSUs do not constitute a public offering of securities under Hong Kong law and are available only to employees and consultants of the Company. The Agreement, including this Appendix, the Plan and other incidental communication materials distributed in connection with the GSUs (i) have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong, and (ii) are intended only for the personal use of the Participant and may not be distributed to any other person.*

Nature of Scheme. Alphabet specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

HUNGARY

There are no country-specific provisions.

ICELAND

There are no country-specific provisions.

INDIA

There are no country-specific provisions.

INDONESIA

Language Consent and Notification. By accepting the GSUs, the Participant (i) confirms having read and understood the documents relating to this grant (*i.e.*, the Notice, the Plan and the Agreement) which were provided in the English language, (ii) accepts the terms of those documents accordingly, and (iii) agrees not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

Persetujuan dan Pemberitahuan Bahasa. Dengan menerima pemberian Unit Saham Terbatas (GSUs) ini, Peserta (i) memberikan konfirmasi bahwa dirinya telah membaca dan memahami dokumen-dokumen berkaitan dengan pemberian ini (yaitu, Pemberitahuan Pemberian, Perjanjian Penghargaan dan Program) yang disediakan dalam Bahasa Inggris, (ii) menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) setuju untuk tidak mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 Tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan ataupun Peraturan Presiden sebagai pelaksanaannya (ketika diterbitkan).

IRELAND

There are no country-specific provisions.

ISRAEL

Capital Gains Track Consent. By accepting the GSUs, the Participant understands and agrees that the GSUs are granted subject to and in accordance with the terms and conditions of the Alphabet Inc. 2021 Stock Plan Israeli Subplan (the “Israeli Subplan”) under the 102 Capital Gains Track (as defined in the Israeli Subplan), the Trust Agreement between Alphabet and the trustee appointed by Alphabet or the Employer (the “Trustee”), the Agreement and the Plan. In the event of any inconsistencies between the Israeli Subplan, the Agreement and/or the Plan, the Participant understands that the Israeli Subplan will govern the GSUs granted to the Participant in Israel.

The Participant hereby declares that:

- (a) The Participant understands the provisions of Section 102 and the applicable track of the GSUs.
- (b) The shares of Capital Stock issued upon vesting of the GSUs will be registered in the name of the Trustee as required under Section 102, for the benefit of the Participant, unless otherwise approved in writing by the Israeli Tax Authority. Subject to the provisions of Section 102, the Participant hereby confirms that the Participant shall not sell and/or transfer the GSUs, or any shares of Capital Stock or additional rights associated with the grants of the GSUs, before the end of the twenty-four month period from the Grant Date or other minimum period required under the 102 Capital Gains Track (the “Holding Period”). In the event that the Participant elects to sell or release the shares or additional rights, as the case may be, prior to the expiration of the Holding Period, the sanctions under Section 102 shall apply to, and shall be borne solely by, the Participant. The shares of Capital Stock shall not be sold or released from the control of the Trustee unless Alphabet, the Employer and the Trustee are satisfied that the full amount of Tax-Related Items due have been paid or will be paid in relation thereto.
- (c) The Participant understands that the grant of the GSUs is conditioned upon the receipt of all required approvals from the Israeli Tax Authority.

IMPORTANT: If the Participant has not already executed a Section 102 Capital Gains Track Consent (“Consent”) in connection with grants made under the Israeli Subplan, the Participant must print, sign and deliver the Consent separately provided by ESOP Management & Trust Services Ltd. within 45 days of the relevant Grant Date, to ESOP Management & Trust Services Ltd., at the address stipulated in the Consent. If the trustee does not receive the signed Consent within 45 days, the GSUs may not qualify for favorable tax treatment.

Securities Law Exemption. An exemption from the requirement to file a prospectus with respect to the Plan has been granted to Alphabet by the Israeli Securities Authority. Copies of the Plan and Form S-8 registration statement for the Plan filed with the United States Securities and Exchange Commission are available free of charge upon request at the Participant’s local HR department.

ITALY

Plan Document Acknowledgment. By accepting the GSUs, the Participant acknowledges that he or she has received a copy of the Plan and the Agreement and has reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix.

The Participant further acknowledges that he or she has read, understands and specifically and expressly accepts the following sections of the Agreement: Part II, Section 1, “Vesting of GSUs”; Part II, Section 4, “Taxes”; Part II, Section 7, “GSUs Not Transferable”; Part II, Section 16, “Governing Law”; the “Taxes”, “Nature of Grant”, “Language” and “Imposition of Other Requirements” provisions in Part A of this Appendix.

JAPAN

There are no country-specific provisions.

KENYA

There are no country-specific provisions.

KOREA

There are no country-specific provisions.

LITHUANIA

There are no country-specific provisions.

MALAYSIA

There are no country-specific provisions.

MEXICO

The following provision supplements Part A, “Nature of Grant” of this Appendix:

No Entitlement or Claims for Compensation. By accepting the GSUs, the Participant understands and agrees that any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment.

Policy Statement. The invitation that Alphabet is making under the Plan is unilateral and discretionary and, therefore, Alphabet reserves the absolute right to amend it and discontinue it at any time without any liability.

Alphabet, with registered offices at 1600 Amphitheatre Parkway, Mountain View, CA 94043, U.S.A., is solely responsible for the administration of the Plan and participation in the Plan and, in Participant’s case, the acquisition of shares of Capital Stock does not, in any way, establish an employment relationship between the Participant and Alphabet since the Participant is participating in the Plan on a wholly commercial basis and his or her sole Employer is a Mexican Subsidiary or affiliate of Alphabet, nor does it establish any rights between the Participant and the Employer.

Plan Document Acknowledgment. By accepting the GSUs, the Participant acknowledges that he or she has received copies of the Plan and the Agreement, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

In addition, by signing the Agreement, the Participant further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in Part A, “Nature of Grant” in this Appendix, in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by Alphabet on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) Alphabet and its Subsidiaries and affiliates are not responsible for any decrease in the value of the shares of Capital Stock underlying the GSUs.

Finally, the Participant hereby declares that he or she does not reserve any action or right to bring any claim against Alphabet for any compensation or damages as a result of participation in the Plan and therefore grants a full and broad release to the Employer and Alphabet and its Subsidiaries and affiliates with respect to any claim that may arise under the Plan.

Spanish Translation

Reconocimiento de la Ley Laboral. Estas disposiciones complementan la Parte A, « Nature of Grant » del Acuerdo:

Por medio de la aceptación de la las Unidades de Acción Restringida, quien tiene la opción manifiesta que entiende y acuerda que cualquier modificación del Plan o su terminación no constituye un cambio o desmejora en los términos y condiciones de empleo.

Declaración de Política. La invitación por parte de Alphabet bajo el Plan es unilateral y discrecional y, por lo tanto, Alphabet se reserva el derecho absoluto de modificar y discontinuar el mismo en cualquier momento, sin ninguna responsabilidad.

Alphabet, con oficinas registradas ubicadas en 1600 Amphitheatre Parkway, Mountain View, CA 94043, EE.UU., es la única responsable por la administración del Plan y de la participación en el mismo y, en el caso del que tiene las Unidades de Acción Restringida, la adquisición de Acciones no establece de forma alguna, una relación de trabajo entre el que tiene la opción y Alphabet, ya que la participación en el Plan por parte del que tiene las Unidades de Acción Restringida es completamente commercial y su único patrón es una Subsidiaria o afiliada Mexicana de Alphabet, así como tampoco establece ningún derecho entre el que tiene la opción y el patrón.

Reconocimiento del Plan de Documentos. Por medio de la aceptación de las Unidades de Acción Restringida, el que tiene la opción reconoce que ha recibido copias del Plan, que el mismo ha sido revisado al igual que la totalidad del Acuerdo y, que ha entendido y aceptado las disposiciones contenidas en el Plan y en el Acuerdo.

Adicionalmente, al firmar el Acuerdo, el que tiene las Unidades de Acción Restringida reconoce que ha leído, y que aprueba específica y expresamente los términos y condiciones contenidos en la Parte A, « Nature of Grant » del Acuerdo, sección en la cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido;

(ii) el Plan y la participación en el mismo es ofrecida por la Compañía de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) la Compañía, así como sus Subsidiarias o filiales no son responsables por cualquier detrimento en el valor de las Acciones en relación con las Unidades de Acción Restringida.

Finalmente, por medio de la presente quien tiene las Unidades de Acción Restringida declara que no se reserva ninguna acción o derecho para interponer una demanda en contra de la Compañía por compensación, daño o perjuicio alguno como resultado de la participación en el Plan y en consecuencia, otorga el más amplio finiquito a su patrón, así como a Alphabet, a sus Subsidiarias o filiales con respecto a cualquier demanda que pudiera originarse en virtud del Plan.

Securities Law Information. Any GSUs offered under the Plan and the shares of Capital Stock underlying the GSUs have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan and any other document relating to any GSUs may not be publicly distributed in Mexico. These materials are addressed to the Participant only because of his or her existing relationship with the Company and its Subsidiaries and affiliates and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees and consultant of the Company or one of its Subsidiaries and affiliates, made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

NETHERLANDS

There are no country-specific provisions.

NEW ZEALAND

Securities Law Information. *Warning: This is an offer of rights to receive shares of Capital Stock upon vesting of GSUs subject to the terms of the Plan and this Agreement. GSUs give the Participant a stake in the ownership of the Company. The Participant may receive a return if dividends are paid on the shares of Capital Stock.*

If the Company runs into financial difficulties and is wound up, the Participant will be paid only after all creditors have been paid. The Participant may lose some or all of his or her investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, the Participant may not be given all the information usually required. The Participant will also have fewer other legal protections for this investment.

The Participant should ask questions, read all documents carefully, and seek independent financial advice before committing to participate in the Plan.

In addition, the Participant is hereby notified that the documents listed below are available for review on the Company's "Investor Relations" website at <https://abc.xyz/investor/> and/or goto/morganstanley or go/schwabeac:

- (i) this Agreement which together with the Plan sets forth the terms and conditions of participation in the Plan;
- (ii) a copy of the Company's most recent annual report (*i.e.*, Form 10-K);
- (iii) a copy of the Company's most recent published financial statements;
- (iv) a copy of the Plan; and
- (v) a copy of the Plan Prospectus.

A copy of the above documents will be sent to you free of charge on written request to Stock Admin at the Company at stock-admin@google.com.

As noted above, the Participant is advised to carefully read the materials provided before making a decision whether to participate in the Plan. The Participant is also encouraged to contact his or her tax advisor for specific information concerning the Participant's personal tax situation with regard to Plan participation.

NIGERIA

There are no country-specific provisions.

NORWAY

There are no country-specific provisions.

PERU

The following provision supplements Part A, "Nature of Grant" of this Appendix:

Labor Law Acknowledgment. In accepting the GSUs, the Participant acknowledges and agrees that the GSUs are granted *ex gratia* for the purpose of rewarding the Participant as set forth in the Plan.

Securities Law Information. The grant of the GSUs is considered a private offering in Peru; therefore, neither the grant of the GSUs, nor the issuance of shares of Capital Stock at vesting of the GSUs, is subject to securities registration in Peru. For more information concerning this offer, please refer to the Plan, this Agreement, the Plan Prospectus and any other grant documents made available to the Participant by Alphabet. For more information regarding Alphabet, please refer to Alphabet's most recent annual report on Form 10-K and quarterly report on Form 10-Q available at www.sec.gov.

PHILIPPINES

Securities Law Information. The offer of GSUs is being made pursuant to an exemption from registration under the Philippines Securities Regulation Code approved by the Philippines Securities and Exchange Commission.

The Participant should be aware of the risks of participating in the Plan, which include (without limitation) the risk of fluctuation in the price of the shares of Capital Stock on the Nasdaq Global Select Market and the risk of currency fluctuations between the United States Dollar and the Participant's local currency. In this regard, the Participant should note that the value of any shares of Capital Stock the Participant may acquire under the Plan may decrease after the shares are issued, and fluctuations in foreign exchange rates between the Participant's local currency and the United States Dollar may affect the value of the GSUs or any amounts due to the Participant pursuant to the vesting of the GSUs or the subsequent sale of any shares of Capital Stock acquired upon vesting. The Company is not making any representations, projections or assurances about the value of the shares of Capital Stock now or in the future.

For further information on risk factors impacting the Company's business that may affect the value of the shares of Capital Stock, the Participant should refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at www.sec.gov/, as well as on the Company's website at <http://google.client.shareholder.com/investorkit.cfm>. In addition, the Participant may receive, free of charge, a copy of Alphabet's Annual Report, Quarterly Reports or any other reports, proxy statements or communications distributed to Alphabet's stockholders on request to Stock Admin at the Company at stock-admin@google.com.

The Participant understands and agrees that any sale of shares of Capital Stock acquired under the Plan must take place outside the Philippines, which will be the case if the shares of Capital Stock are sold on the Nasdaq Global Select Market on which the shares are currently listed.

Securities Law Restriction. Notwithstanding anything to the contrary in the Agreement, Alphabet retains the discretion to suspend vesting of the GSUs unless and until Alphabet receives all necessary approvals from the Philippines Securities and Exchange Commission to offer equity awards in the Philippines.

If vesting is suspended, once approval has been received and provided the Participant is employed by the Company, the Participant will receive a vesting credit for that portion of the GSUs that would have vested prior to obtaining approval from the Philippines Securities and Exchange Commission, if applicable, and the remaining portion of the GSUs will vest in accordance with the schedule set forth in the Grant Details. If the Participant's employment with the Company terminates prior to the receipt of all necessary approvals from the Philippines Securities and Exchange Commission, any unvested GSUs will be forfeited.

POLAND

There are no country-specific provisions.

PORTUGAL

Language Consent. The Participant hereby expressly declares that he or she has full knowledge of the English language and has read, understood and fully accepts and agrees to the terms and conditions established in the Plan and the Agreement.

Conhecimento da Língua. *O Participant, pelo presente instrumento, declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e livremente aceitou e concordou com os termos e condições estabelecidas no Plano e do Contrato.*

ROMANIA

There are no country-specific provisions.

RUSSIA

U.S. Securities Transaction. The Participant understands that the GSUs shall be valid and this Agreement shall be concluded and become effective only when acceptance of this Agreement is received electronically or otherwise by Alphabet in the United States.

Securities Law Information. The Agreement, including this Appendix, the Plan and all other materials that the Participant may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. The issuance of securities pursuant to the Plan has not and will not be registered in Russia; hence, the securities described in any Plan-related documents may not be used for offering or public circulation in Russia. In no event will shares of Capital Stock be delivered to the Participant in Russia; instead, all shares of Capital Stock acquired upon vesting of the GSUs will be maintained on the Participant's behalf in the United States.

SAUDI ARABIA

Securities Law Information. This Agreement and related Plan documents may not be distributed in Saudi Arabia except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or completeness of the Agreement, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of the Agreement. Prospective acquirers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If the Participant does not understand the contents of the Agreement, the Participant should consult an authorized financial adviser.

SENEGAL

There are no country-specific provisions.

SINGAPORE

The following provisions may apply if the Participant is subject to the Singapore exit tax with respect to the GSUs (the "GSU Exit Tax") upon termination of employment or departure from Singapore, as determined by Alphabet in its sole discretion:

Acceleration of GSUs. Unless otherwise determined by Alphabet, in the event the GSU Exit Tax exceeds 10% of the Participant's annual base salary (excluding bonus payments and other incentive payments) earned during the prior calendar year (or such other thresholds as may be determined by Alphabet in the future), vesting of all or a portion of the Participant's outstanding and unvested ordinary GSUs will be accelerated to cover such GSU Exit Tax liability; provided, however, that if multiple grants of GSUs are outstanding and unvested, only vesting of the most recently granted ordinary GSUs will be accelerated, unless the acceleration of such GSUs is not sufficient to cover the GSU Exit Tax, in which case vesting of the next most recently granted ordinary GSUs will be accelerated, until such GSU Exit Tax liability can be covered. Ordinary GSU grants do not include any foundation GSU grants.

As a condition of receiving and vesting in the GSUs, the Participant agrees that the foregoing shall also apply to any other outstanding previously granted GSUs which may be subject to the GSU Exit Tax. The Participant further agrees and understands that, at the discretion of Alphabet, Alphabet may require the Participant to reimburse Alphabet for the amount of the GSU Exit Tax liability in the event he or she terminates employment with Alphabet and its Subsidiaries prior to the originally scheduled vesting of his or her GSUs. Additionally, the Participant agrees that the Committee, in its sole discretion, may amend, modify or cancel this provision with respect to any outstanding or future GSU grants.

The Participant should consult with his or her personal legal and tax advisors regarding the application of the GSU Exit Tax to his or her personal situation.

Securities Law Information. The GSU grant is being made in reliance on Section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"), under which it is exempt from the prospectus and registration requirements under the SFA. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. The Participant hereby acknowledges that the GSUs are subject to Section 257 of the SFA and the Participant will not be able to sell, or offer for sale, shares of Capital Stock acquired at vesting of the GSUs in Singapore, unless such sale or offer is made (i) after six months from the Grant Date of the GSUs or (ii) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than Section 280) of the SFA.

SLOVAK REPUBLIC

There are no country-specific provisions.

SOUTH AFRICA

The following provision supplements Part A, "Taxes" of this Appendix:

Taxes. By accepting the GSUs, the Participant agrees to notify the Employer of the amount of any gain realized at vesting of the GSUs. If the Participant fails to advise the Employer of the gain realized at vesting of the GSUs, he or she may be liable for a fine. The Participant will be responsible for paying the difference between the actual tax liability and the amount withheld.

Securities Law Acknowledgement. In compliance with South African Securities Law, the Participant acknowledges that he or she has been notified that the documents listed below are available for your review online as follows:

1. Alphabet's most recent Annual Report (Form 10-K) –
<http://google.client.shareholder.com/investorkit.cfm>

2. Alphabet's most recent Plan Prospectus - go/stockadmin

The Participant acknowledges that he or she may have copies of the above documents provided to him or her, at no charge, on request to Stock Admin at Google at stock-admin@google.com.

SPAIN

Taxes. By accepting the GSUs, the Participant agrees that the amount of any payment on account payable by the Employer with respect to the vesting of the GSUs will be transferred to the Participant and withheld by Alphabet or the Employer.

The following provision supplements Part A, “Nature of Grant” of this Appendix:

Nature of Grant. By accepting the GSUs, the Participant acknowledges that he or she consents to participation in the Plan and has received a copy of the Plan. The Participant further acknowledges having read and specifically accepts the conditions referred to in Part II, Section 1. “Vesting of GSUs” and Part A, “Nature of Grant” of this Appendix.

The Participant understands that Alphabet has unilaterally, gratuitously and in its sole discretion decided to grant GSUs under the Plan to individuals who may be employees or consultants of Alphabet or its Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind Alphabet or any of its Subsidiaries or affiliates on an ongoing basis. Consequently, the Participant understands that the GSUs are granted on the assumption and condition that the GSUs or the shares of Capital Stock acquired upon vesting shall not become a part of any employment contract (either with Alphabet or any of its Subsidiaries or affiliates) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Participant understands that this grant would not be made to the Participant but for the assumptions and conditions referred to above; thus, the Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the GSUs shall be null and void.

Further, the Participant understands that vesting of the GSUs are subject to the Participant being employed by or otherwise providing services to the Company on the relevant vesting date, such that if the Participant's employment terminates for any reason, except death, the GSUs will cease vesting immediately effective on the date of cessation of active employment by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause (*i.e.*, subject to a “*despido improcedente*”), disciplinary dismissal without cause, individual or collective dismissal for disciplinary or objective reasons with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer and under Article 10.3 of the Royal Decree 1382/1985.

Securities Law Information. No “offer of securities to the public,” as defined under Spanish law, has taken place or will take place in the Spanish territory in connection with the GSUs. The

Agreement has not been, nor will it be, registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

SWEDEN

The following provisions supplement Part II, Section 4 of the Agreement:

Taxes. Without limiting Alphabet’s and the Employer’s authority to satisfy their withholding obligations for Tax-Related Items as set forth in Part II, Section 4 of the Agreement and the “Taxes” section of Part A of this Appendix, the Participant authorizes the Company and/or the Employer to withhold shares of Capital Stock or to sell shares of Capital Stock otherwise deliverable to the Participant upon vesting/settlement of GSUs to satisfy Tax-Related Items, regardless of whether Alphabet and/or the Employer have an obligation to withhold such Tax-Related Items.

SWITZERLAND

Securities Law Information. Neither this document nor any other materials relating to the GSUs (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services (“FinSA”), (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Company or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority FINMA.

TAIWAN

There are no country-specific provisions.

THAILAND

There are no country-specific provisions.

TURKEY

Securities Law Information. The Participant understands and agrees that he or she is not permitted to sell any shares of Capital Stock acquired under the Plan in Turkey. The shares of Capital Stock are currently listed on the Nasdaq Global Select Market, which is located outside of Turkey, and the shares of Capital Stock may be sold through this exchange.

UGANDA

There are no country-specific provisions.

UKRAINE

There are no country-specific provisions.

UNITED ARAB EMIRATES

Securities Law Information. This Appendix, the Agreement, the Plan and any other documents the Participant may receive in connection with his or her participation in the Plan are intended only for distribution to select employees and consultants of Google FZ LLC (“Google Dubai”) located at Office No. 220, Second Floor, Building No. 09, Dubai Internet City, Dubai, United Arab Emirates (“UAE”) and must not be delivered to, or relied on, by any other person.

The GSUs to which this Agreement relates are granted under the Plan only to employees and consultants of Google Dubai who meet the eligibility requirements in the Plan and is intended to provide such individuals with an incentive to contribute to the success of the Company.

Any securities (*i.e.*, shares of Capital Stock) acquired at vesting of the GSUs may be subject to restrictions on their resale. Prospective acquirers of the securities offered should conduct their own due diligence with respect to the securities. If the Participant does not understand the contents of this statement, the Plan or the Agreement, including this Appendix, he or she should consult an authorized financial advisor.

The Participant should be aware that neither the UAE Central Bank, nor the Emirates Securities and Commodities Authority, nor any other licensing authority or government agency in the UAE has responsibility for reviewing or verifying any documents in connection with this statement, the Plan or the Agreement. Neither the Ministry of the Economy nor the Dubai Department of Economic Development have approved this statement, the Plan or the Agreement or taken any steps to verify the information set out in these documents and have no responsibility for such documents. Further, the information contained in these documents is not intended to lead to the issue of any securities within the territory of the UAE.

UNITED KINGDOM

The following provisions supplement Part II, Section 4 of the Agreement:

Taxes. Without limitation to Part II, Section 4 of the Agreement or the “Taxes” section of Part A of this Appendix, the Participant agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by Alphabet or the Employer or by Her Majesty's Revenue and Customs (“HMRC”) (or any other tax authority or any other relevant authority). The Participant also agrees to indemnify and keep indemnified Alphabet and the Employer against any Tax-Related Items that they are required to pay or withhold on the Participant's behalf or have paid or will pay to HMRC (or any other tax authority or other relevant authority) on the Participant's behalf.

Notwithstanding the foregoing, if the Participant is a director or executive officer (within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the Participant may not be able to indemnify Alphabet or the Employer for the amount of any Tax-Related Items not collected from or paid by the Participant as it may be considered a loan. In this case, the amount of any income tax not collected within 90 days after the end of the U.K. tax year in which the event giving rise to the Tax-Related Item(s) occurs may constitute an additional benefit to the Participant on which additional income tax and national insurance contributions may be payable. The Participant acknowledges that he or she will be responsible for paying and reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing Alphabet or the Employer, as applicable, for the value of any employee national insurance contributions due on this additional benefit, which

Alphabet or the Employer may recover from the Participant by any of the means referred to in the “Taxes” section of Part A of this Appendix.

VIETNAM

GSUs Settled in Cash Only. Notwithstanding anything to the contrary in the Agreement, GSUs granted to Vietnamese citizen Participants working in Vietnam shall be settled in cash only. The Participant will have no entitlement to receive shares of Capital Stock in connection with his or her vested GSUs. Instead, on the settlement date, the Participant will receive in cash the value of the underlying shares of Capital Stock at vesting, less any Tax-Related Items and broker’s fees or commissions, which will be remitted to the Participant via local payroll.

* * *

Alphabet Inc. Amended and Restated 2021 Stock Plan

1. Purpose of the Plan

This Plan is intended to promote the interests of the Company and its stockholders by providing the employees and consultants of the Company and members of the Board of Directors with incentives and rewards to encourage them to continue in the service of the Company and with a proprietary interest in pursuing the long-term growth, profitability and financial success of the Company.

2. Definitions

As used in the Plan or in any instrument governing the terms of any Incentive Award, the following definitions apply to the terms indicated below:

- (a) “Alphabet” means Alphabet Inc., a Delaware corporation.
- (b) “Award” means any cash-based or stock-based award granted by the Committee to members of the Board of Directors who are not employees of the Company in accordance with Section 3(b) below. Stock-based Awards may be in the form of any of the following, in each case in respect of Capital Stock: (a) Options, (b) stock appreciation rights, (c) restricted shares, (d) restricted stock units, (e) dividend equivalent rights and (f) other equity-based or equity-related Awards (including, without limitation, the grant or offer for sale of unrestricted shares of Capital Stock) that the Committee determines to be consistent with the purposes of the Plan and the interests of the Company. Cash-based awards may be in the form of (i) retainers, (ii) meeting-based fees or (iii) any other cash award that the Committee determines to be consistent with the purposes of the Plan and the interests of the Company.
- (c) “Board of Directors” means the Board of Directors of Alphabet.
- (d) “Capital Stock” means Alphabet’s Class C capital stock, \$0.001 par value per share, or any other security into which such capital stock shall be changed as contemplated by the adjustment provisions of Section 9 of the Plan.
- (e) “Cash Incentive Award” means an award granted pursuant to Section 8 of the Plan.
- (f) “Code” means the Internal Revenue Code of 1986, as amended from time to time, and all regulations, interpretations and administrative guidance issued thereunder.
- (g) “Committee” means the Leadership Development, Inclusion and Compensation Committee of the Board of Directors or such other committee, as the Board of Directors shall appoint from time to time to administer the Plan and to otherwise exercise and perform the authority and functions assigned to the Committee under the terms of the Plan.
- (h) “Company” means Alphabet and all of its Subsidiaries, collectively.
- (i) “Deferred Compensation Plan” means any plan, agreement or arrangement maintained by the Company from time to time that provides opportunities for deferral of compensation.
- (j) “Exchange Act” means the Securities Exchange Act of 1934, as amended.
- (k) “Fair Market Value” means, with respect to a share of Capital Stock, as of the applicable date of determination (i) the closing sales price on the date of determination or, if not so reported for such day, the immediately preceding business day of a share of Capital Stock as reported on the principal securities exchange on which shares of Capital Stock are then listed or admitted to trading, (ii) if not so reported, the closing bid price on the date of determination or, if not so reported for such day, on the immediately preceding business day as reported on the NASDAQ Stock Market or (iii) if not so reported, as furnished by any member of the Financial Industry Regulatory Authority, Inc. selected by the Committee. In the event that the price of a share of Capital Stock shall not be so reported, the Fair Market Value of a share of Capital Stock shall be determined by the Committee in its sole discretion. Notwithstanding the preceding, for federal, state and local income tax reporting purposes and for such other purposes as the Committee deems appropriate, the Fair Market Value shall be determined by the Committee in accordance with uniform and nondiscriminatory standards adopted by it from time to time.
- (l) “Incentive Award” means one or more Awards, Stock Incentive Awards and Cash Incentive Awards, collectively.

- (m) “ISO” means any Option, or portion thereof, awarded to a Participant pursuant to the Plan which is designated by the Committee as an incentive stock option and also meets the applicable requirements of an incentive stock option pursuant to Section 422 of the Code.
- (n) “Option” means a stock option to purchase shares of Capital Stock granted to a Participant pursuant to Section 6 of the Plan.
- (o) “Other Stock-Based Award” means an award granted to a Participant pursuant to Section 7 of the Plan.
- (p) “Participant” means an employee or consultant of the Company or a member of the Board of Directors who is eligible to participate in the Plan pursuant to the terms and conditions hereof and to whom one or more Incentive Awards have been granted pursuant to the Plan and have not been fully settled or cancelled and, following the death of any such Person, his successors, heirs, executors and administrators, as the case may be.
- (q) “Person” means a “person” as such term is used in Section 13(d) and 14(d) of the Exchange Act, including any “group” within the meaning of Section 13(d)(3) under the Exchange Act.
- (r) “Permitted Transferee” means a member of the Participant’s immediate family (child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships), any person sharing the Participant’s household (other than a tenant or employee), a trust in which these persons have more than 50% of the beneficial interest, a foundation in which these persons (or the Participant) control the management of assets, and any other entity in which these persons (or the Participant) own more than 50% of the voting interests.
- (s) “Plan” means this Alphabet Inc. 2021 Stock Plan, as it may be further amended from time to time.
- (t) “Securities Act” means the Securities Act of 1933, as amended.
- (u) “Stock Incentive Award” means an Option or Other Stock-Based Award granted pursuant to the terms of the Plan.
- (v) “Subsidiary” means any “subsidiary” within the meaning of Rule 405 under the Securities Act.

3. Stock Subject to the Plan and Limitations on Non-Employee Director Awards

(a) Stock Subject to the Plan

The maximum number of shares of Capital Stock that may be covered by Incentive Awards granted under the Plan shall not exceed 64,010,002 shares in the aggregate.

The shares referred to in the preceding sentences of this paragraph shall be subject to adjustment as provided in Section 9 and the following provisions of this Section 3. Shares of Capital Stock issued under the Plan may be either authorized and unissued shares or treasury shares, or both, at the sole discretion of the Committee.

For purposes of the preceding paragraph, shares of Capital Stock covered by Incentive Awards shall only be counted as used to the extent they are actually issued and delivered to a Participant (or such Participant’s permitted transferees as described in the Plan) pursuant to the Plan. For purposes of clarification, in accordance with the preceding sentence if an Incentive Award is settled for cash or if shares of Capital Stock are withheld to pay the exercise price of an Option or to satisfy any tax withholding requirement in connection with an Incentive Award, only the shares issued (if any), net of the shares withheld, will be deemed delivered for purposes of determining the number of shares of Capital Stock that are available for delivery under the Plan. In addition, shares of Capital Stock related to Incentive Awards that expire, are forfeited or cancelled or terminated for any reason without the issuance of shares shall not be treated as issued pursuant to the Plan. In addition, if shares of Capital Stock owned by a Participant (or such Participant’s permitted transferees as described in the Plan) are tendered (either actually or through attestation) to the Company in payment of any obligation in connection with an Incentive Award, the number of shares tendered shall be added to the number of shares of Capital Stock that are available for delivery under the Plan. Shares of Capital Stock covered by Incentive Awards granted pursuant to the Plan in connection with the conversion, replacement, or adjustment of outstanding equity-based awards to reflect a merger or acquisition (within the meaning of NASDAQ Listing Rule 5635(c) and Interpretive Material 5635-1) shall not count as used under the Plan for purposes of this Section 3.

(b) Non-Employee Director Awards

In order to retain and compensate the non-employee members of the Board of Directors for their services, and to strengthen the alignment of their interests with those of the stockholders of the Company, the Plan permits the grant of cash-based and stock-based Awards to any non-employee member of the Board of Directors. Aggregate Awards granted to any non-employee member of the Board of Directors in respect of any calendar year, solely with respect to his or her service as a non-employee member of the Board of Directors, may not exceed \$1,500,000 based on the aggregate value of cash-based Awards and the Fair Market Value of any stock-based Awards, in each case determined as of the date of grant. The Board of Directors will reassess this cap at least once every five years. Non-employee members of the Board of Directors shall not be eligible to receive any Incentive Awards other than Awards.

(c) Successor to the 2012 Plan

The Plan is intended as the successor to the Alphabet Inc. Amended and Restated 2012 Stock Plan (the 2012 Plan). Following June 2, 2021, the date of the approval of the Plan by our stockholders (the Approval Date), no additional awards may be granted under the 2012 Plan. In addition, from and after the Approval Date, all outstanding awards granted under the 2012 Plan will remain subject to the terms of the 2012 Plan; provided, however, that any shares of Capital Stock subject to awards under the 2012 Plan that are outstanding as of the Approval Date that terminate by reason of expiration, forfeiture, cancellation, or otherwise, without the issuance of such shares, that are settled in cash, or that are tendered (either actually or through attestation) to the Company in payment of any obligation in connection with an award will become available for issuance of Incentive Awards under the Plan (as further described in Section 3(a) herein).

4. Administration of the Plan

The Plan shall be administered by a Committee of the Board of Directors consisting of two or more persons, each of whom qualifies as a “non-employee director” (within the meaning of Rule 16b-3 promulgated under Section 16 of the Exchange Act), and as “independent” within the meaning of any applicable stock exchange listing rules or similar regulatory authority. The Committee shall, consistent with the terms of the Plan, from time to time designate those employees and consultants of the Company and members of the Board of Directors who shall be granted Incentive Awards under the Plan and the amount, type and other terms and conditions of such Incentive Awards. All of the powers and responsibilities of the Committee under the Plan may be delegated by the Committee to any subcommittee thereof. In addition, the Committee may from time to time authorize a subcommittee consisting of one or more members of the Board of Directors (including members who are employees of the Company) or employees of the Company to grant Incentive Awards, subject to such restrictions and limitation as the Committee may specify and to the requirements of Delaware General Corporation Law Section 157.

The Committee shall have full discretionary authority to administer the Plan, including discretionary authority to interpret and construe any and all provisions of the Plan and the terms of any Incentive Award (and any agreement evidencing the grant of any Incentive Award) granted thereunder and to adopt and amend from time to time such rules and regulations for the administration of the Plan as the Committee may deem necessary or appropriate. The Committee shall have the authority, in its discretion, to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations related to sub-plans established for the purpose of satisfying applicable foreign laws and/or qualifying for preferred tax treatment under applicable foreign tax laws. For purposes of clarity, the Committee may exercise all discretion granted to it under the Plan in a non-uniform manner among Participants.

Without limiting the generality of the foregoing paragraph, the Committee shall determine whether an authorized leave of absence, or absence in military or government service, shall constitute termination of employment, provided that a Participant who is an employee will not be deemed to cease employment in the case of any leave of absence approved by the Company. Unless the Committee provides otherwise in the agreement evidencing the grant of an Incentive Award, vesting of Incentive Awards granted hereunder will be suspended during any unpaid leave of absence and will resume on the date the Participant returns to work on a regular schedule as determined by the Company, it being understood that no vesting credit will be awarded for the time vesting has been suspended during such leave of absence. For purposes of ISOs, no such leave may exceed ninety (90) days, unless reemployment upon expiration of such leave is guaranteed by

statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then three months following the 91st day of such leave, any ISO held by the Participant will cease to be treated as an ISO and will be treated for tax purposes as a non-qualified Option. The provisions of this paragraph shall be administered and interpreted in a manner that does not give rise to any tax under Section 409A of the Code.

The employment of a Participant with the Company shall be deemed to have terminated for all purposes of the Plan if such Participant is employed by or provides services to a Person that is a Subsidiary of the Company and such Person ceases to be a Subsidiary of the Company, unless the Committee determines otherwise. The Committee may, without limitation and in its discretion, in connection with any such determination, provide for the accelerated vesting of any Incentive Award upon or after such cessation, subject to such terms and conditions as the Committee shall specify. The employment of a Participant with the Company shall not be deemed to have terminated for any purpose of the Plan if such Participant is employed by a Person that is part of the Company, and such Participant's employment is subsequently transferred to any other Person that is part of the Company, unless and to the extent the Committee specifies otherwise in writing in the instrument evidencing the grant of an Incentive Award or otherwise. A Participant who ceases to be an employee of the Company but continues, or simultaneously commences, services as a consultant or director of the Company shall not be deemed to have had a termination of employment for purposes of the Plan, unless the Committee determines otherwise. Decisions of the Committee shall be final, binding and conclusive on all parties. All discretion granted to the Committee pursuant to this paragraph must be exercised in a manner that would not cause any tax to become due under Section 409A of the Code.

On or after the date of grant of an Incentive Award under the Plan, the Committee may (i) accelerate the date on which any such Incentive Award becomes vested, exercisable or transferable, as the case may be, (ii) extend the term of any such Incentive Award, including, without limitation, extending the period following a termination of a Participant's employment during which any such Incentive Award may remain outstanding, (iii) waive any conditions to the vesting, exercisability or transferability, as the case may be, of any such Incentive Award or (iv) provide for the payment of dividends or dividend equivalents with respect to any such Incentive Award; provided that the Committee shall not have any such authority to the extent that the grant of such authority would cause any tax to become due under Section 409A of the Code.

The Company shall pay any amount payable with respect to an Incentive Award in accordance with the terms of such Incentive Award, provided that the Committee may, in its discretion, defer the payment of amounts payable with respect to an Incentive Award subject to and in accordance with the terms of a Deferred Compensation Plan.

5. Eligibility

The Persons who shall be eligible to be selected by the Committee from time to time to receive Incentive Awards pursuant to the Plan shall be those Persons (a) who are employees and consultants of, or who render services directly or indirectly to, the Company or (b) who are members of the Board of Directors. Each Incentive Award granted under the Plan shall be evidenced by an instrument in writing in form and substance approved by the Committee.

6. Options

The Committee may from time to time grant Options, subject to the following terms and conditions:

(a) Exercise Price

The exercise price per share of Capital Stock covered by any Option shall be not less than 100% of the Fair Market Value of a share of Capital Stock on the date on which such Option is granted.

(b) Term and Exercise of Options

- (i) Each Option shall become vested and exercisable on such date or dates, during such period and for such number of shares of Capital Stock as shall be determined by the Committee on or after the date such Option is granted and set forth in the agreement evidencing the grant of such Option; provided, however that no Option shall be exercisable after the expiration of ten (10) years from the date such Option is granted; and provided,

further, that each Option shall be subject to earlier termination, expiration or cancellation as provided in the Plan or in the agreement evidencing the grant of such Option.

- (ii) Each Option may be exercised in whole or in part; provided, however, that no partial exercise of an Option shall be for an aggregate exercise price of less than \$1,000. The partial exercise of an Option shall not cause the expiration, termination or cancellation of the remaining portion thereof.
- (iii) An Option shall be exercised by such methods and procedures as the Committee determines from time to time, including, without limitation, through net physical settlement or other method of cashless exercise.
- (iv) Options may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of a Participant, only by the Participant; provided, however, that the Committee may permit in its sole discretion Options (other than ISOs) to be transferable to a Permitted Transferee.

(c) Effect of Termination of Employment or Other Relationship

The agreement evidencing the grant of each Option shall specify the consequences with respect to such Option of the termination of the employment or other service between the Company and the Participant holding the Option.

(d) Additional Terms for ISOs

Each Option that is intended to qualify as an ISO shall be designated as such in the agreement evidencing its grant, and each agreement evidencing the grant of an Option that does not include any such designation shall be deemed to be a non-qualified Option. ISOs may only be granted to Persons who are employees of the Company. The aggregate Fair Market Value (determined as of the date of grant of the ISOs) of the number of shares of Capital Stock with respect to which ISOs are exercisable for the first time by any Participant during any calendar year under all plans of the Company shall not exceed \$100,000, or such other maximum amount as is then applicable under Section 422 of the Code. Any Option or a portion thereof that is designated as an ISO that for any reason fails to meet the requirements of an ISO shall be treated hereunder as a non-qualified Option. No ISO may be granted to a Person who, at the time of the proposed grant, owns (or is deemed to own under the Code) stock possessing more than ten percent (10%) of the total combined voting power of all classes of common stock of the Company unless (i) the exercise price of such ISO is at least one hundred ten percent (110%) of the Fair Market Value of a share of Capital Stock at the time such ISO is granted and (ii) such ISO is not exercisable after the expiration of five years from the date it is granted. The maximum number of shares of Capital Stock that may be covered by Incentive Awards granted under the Plan that are intended to be ISOs shall not exceed 64,010,002 (Sixty-Four Million Ten Thousand Two) shares of Capital Stock in the aggregate.

(e) Repricing

Notwithstanding anything to the contrary herein, Alphabet may not reprice any Option without the approval of the stockholders of Alphabet. For this purpose, “reprice” means (i) any of the following or any other action that has the same effect: (A) lowering the exercise price of an Option after it is granted, (B) any other action that is treated as a repricing under U.S. generally accepted accounting principles (“GAAP”) or (C) cancelling an Option at a time when its exercise price exceeds the Fair Market Value of the underlying Capital Stock, in exchange for another Option, restricted stock or other equity, unless the cancellation and exchange occurs in connection with a merger, acquisition, spin-off or other similar corporate transaction; and (ii) any other action that is considered to be a repricing under formal or informal guidance issued by the NASDAQ Stock Market.

7. Other Stock-Based Awards

The Committee may grant equity-based or equity-related awards not otherwise described herein in such amounts and subject to such terms and conditions (including any performance conditions) as the Committee shall determine. Without limiting the generality of the preceding sentence, each such Other Stock-Based Award may (a) involve the transfer of actual shares of Capital Stock to Participants, either at the time of grant or thereafter, or payment in cash or otherwise of

amounts based on the value of shares of Capital Stock, (b) be subject to performance-based and/or service-based conditions, (c) be in the form of stock appreciation rights, phantom stock, restricted stock, restricted stock units, performance shares, deferred share units or share-denominated performance units and (d) be designed to comply with applicable laws of jurisdictions other than the United States; provided that each Other Stock-Based Award shall be denominated in, or shall have a value determined by reference to, a number of shares of Capital Stock that is specified at the time of the grant of such award.

8. Cash Incentive Awards

The Committee may grant Cash Incentive Awards, subject to terms and conditions determined by the Committee in its sole discretion, provided that such terms and conditions are consistent with the terms and conditions of the Plan. Cash Incentive Awards may be settled in cash or in other property, including shares of Capital Stock, provided that the term “Cash Incentive Award” shall exclude any Stock Incentive Award.

9. Adjustments Upon Certain Changes

Subject to any action by the stockholders of Alphabet required by law, applicable tax rules or the rules of any exchange on which shares of common stock of Alphabet (for the avoidance of doubt, references to common stock of Alphabet in this Plan shall include Capital Stock) are listed for trading:

(a) Shares Available for Grants

In the event of any change in the number or type of shares of common stock of Alphabet outstanding by reason of any stock dividend or split, recapitalization, merger, consolidation, combination or exchange of shares or similar corporate change, or any change in the type and number of shares of common stock of Alphabet outstanding by reason of any other event or transaction, the Committee shall make appropriate adjustments in the type and maximum aggregate number of shares with respect to which the Committee may grant Incentive Awards, and the maximum aggregate number of shares with respect to which the Committee may grant Incentive Awards that are intended to be ISOs.

(b) Increase or Decrease in Issued Shares Without Consideration

In the event of any increase or decrease in the number or type of issued shares of common stock of Alphabet resulting from a subdivision or consolidation of shares of common stock of Alphabet or the payment of a stock dividend (but only on the shares of common stock of Alphabet), or any other increase or decrease in the number of such shares effected without receipt or payment of consideration by the Company, the Committee shall appropriately adjust the type or number of shares subject to each outstanding Incentive Award and the exercise price per share, if any, of shares subject to each such Incentive Award.

(c) Certain Mergers

In the event of any merger, consolidation or similar transaction as a result of which the holders of shares of Capital Stock receive consideration consisting exclusively of securities of the surviving corporation in such transaction, the Committee shall appropriately adjust each Incentive Award outstanding on the date of such merger or consolidation so that it pertains and applies to the securities which a holder of the number of shares of Capital Stock subject to such Incentive Award would have received in such merger or consolidation.

(d) Certain Other Transactions

In the event of (i) a dissolution or liquidation of Alphabet, (ii) a sale of all or substantially all of the Company’s assets (on a consolidated basis) or (iii) a merger, consolidation or similar transaction involving Alphabet in which the holders of shares of Capital Stock receive securities and/or other property, including cash, other than shares of the surviving corporation in such transaction, the Committee shall, in its sole discretion, have the power to:

(A) cancel, effective immediately prior to the occurrence of such event, each Incentive Award (whether or not then exercisable or vested), and, in full consideration of such cancellation, pay to the Participant to whom such Incentive Award was granted an amount in cash, for each share of Capital Stock subject to such Incentive Award, equal to the value, as determined by the Committee, of such share of Capital Stock, provided that with respect to the shares of Capital Stock subject to any outstanding Option, such value shall be equal to the excess of (1) the value, as determined by the Committee, of the property (including cash) received by the holder of a share of Capital Stock as a result of such event over (2) the exercise price of a share of Capital Stock subject to such Option; or

(B) provide for the exchange of each Incentive Award (whether or not then exercisable or vested) for an Incentive Award with respect to (1) some or all of the property which a holder of the number of shares of Capital Stock subject to such Incentive Award would have received in such transaction or (2) securities of the acquirer or surviving corporation, and, incident thereto, make an equitable adjustment as determined by the Committee in the exercise price per share, if any, of stock subject to the Incentive Award, or the number of shares or amount of property subject to the Incentive Award or provide for a payment (in cash or other property) to the Participant to whom such Incentive Award was granted in partial consideration for the exchange of the Incentive Award.

(e) Other Changes

In the event of any change in the capitalization of Alphabet or corporate change other than those specifically referred to in paragraphs 9(b), (c) or (d), including without limitation, any extraordinary cash dividend, spin-off, split-off, sale of a Subsidiary or business unit or similar transaction, the Committee may make such adjustments in the issuer, number and class of shares subject to Stock Incentive Awards outstanding on the date on which such change occurs, such as, for example, a rollover of Stock Incentive Awards, and in such other terms of such Incentive Award, as the Committee may consider appropriate.

(f) Cash Incentive Awards

In the event of any transaction or event described in this Section 9, including, without limitation, any corporate change referred to in paragraph (e) hereof, the Committee may, in its sole discretion, make such adjustments of any Cash Incentive Award, as the Committee may consider appropriate in respect of such transaction or event.

(g) No Other Rights

Except as expressly provided in the Plan, no Participant shall have any rights by reason of any subdivision or consolidation of shares of stock of any class, the payment of any dividend, any increase or decrease in the number of shares of stock of any class or any dissolution, liquidation, merger or consolidation of Alphabet or any other corporation. Except as expressly provided in the Plan, no issuance by Alphabet of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of shares or amount of other property subject to, or the terms related to, any Incentive Award.

(h) Savings Clause

No provision of this Section 9 shall be given effect to the extent that such provision would cause any tax to become due under Section 409A of the Code.

10. Rights Under the Plan

No Person shall have any rights as a stockholder with respect to any shares of Capital Stock covered by or relating to any Incentive Award until the date of the issuance of such shares on the books and records of Alphabet. Except as otherwise expressly provided in Section 9 hereof, no adjustment of any Incentive Award shall be made for dividends or other rights for which the record date occurs prior to the date of such issuance. Nothing in this Section 10 is intended, or should be construed, to limit the authority of the Committee to cause the Company to make payments based on the dividends that

would be payable with respect to any share of Capital Stock if it were issued or outstanding, or from granting rights related to such dividends.

The Company shall not have any obligation to establish any separate fund or trust or other segregation of assets to provide for payments under the Plan. To the extent any person acquires any rights to receive payments hereunder from the Company, such rights shall be no greater than those of an unsecured creditor.

11. No Special Employment Rights; No Right to Incentive Award

- (a) Nothing contained in the Plan or any agreement evidence the grant of any Incentive Award shall confer upon any Participant any right with respect to the continuation of his employment by or service to the Company or interfere in any way with the right of the Company at any time to terminate such employment or service or to increase or decrease the compensation of the Participant from the rate in existence at the time of the grant of an Incentive Award.
- (b) No person shall have any claim or right to receive an Incentive Award hereunder. The Committee's granting of an Incentive Award to a Participant at any time shall neither require the Committee to grant an Incentive Award to such Participant or any other Participant or other person at any time nor preclude the Committee from making subsequent grants to such Participant or any other Participant or other person.

12. Securities Matters

- (a) Alphabet shall be under no obligation to effect the registration pursuant to the Securities Act of any shares of Capital Stock to be issued hereunder or to effect similar compliance under any state or local laws. Notwithstanding anything herein to the contrary, Alphabet shall not be obligated to cause to be issued any shares of Capital Stock pursuant to the Plan unless and until Alphabet is advised by its counsel that the issuance of such shares is in compliance with all applicable laws, regulations of governmental authority and the requirements of any securities exchange on which shares of Capital Stock are traded. The Committee may require, as a condition to the issuance of shares of Capital Stock pursuant to the terms hereof, that the recipient of such shares make such covenants, agreements and representations, and that any certificates representing such shares bear such legends, as the Committee deems necessary or desirable.
- (b) The exercise of any Option granted hereunder shall only be effective at such time as counsel to Alphabet shall have determined that the issuance of shares of Capital Stock pursuant to such exercise is in compliance with all applicable laws, regulations of governmental authority and the requirements of any securities exchange on which shares of Capital Stock are traded. Alphabet may, in its sole discretion, defer the effectiveness of an exercise of an Option hereunder or the issuance of shares of Capital Stock pursuant to any Incentive Award pending or to ensure compliance under federal, state or local securities laws. Alphabet shall inform the Participant in writing of its decision to defer the effectiveness of the exercise of an Option or the issuance of shares of Capital Stock pursuant to any Incentive Award. During the period that the effectiveness of the exercise of an Option has been deferred, the Participant may, by written notice, withdraw such exercise and obtain the refund of any amount paid with respect thereto.

13. Withholding Taxes

(a) Cash Remittance

Whenever shares of Capital Stock are to be issued upon the exercise of an Option or the grant or vesting of an Incentive Award, and whenever any amount shall become payable in respect of any Incentive Award, Alphabet shall have the right to require the Participant to remit to Alphabet in cash an amount sufficient to satisfy federal, state and local withholding tax requirements, if any, attributable to such exercise, grant, vesting or payment prior to issuance of such shares or the effectiveness of the lapse of such restrictions or making of such payment. In addition, upon the exercise or settlement of any Incentive Award in cash, or the making of any other payment with respect to any Incentive Award (other than in shares of Capital Stock), Alphabet shall have the right to withhold

from any payment required to be made pursuant thereto an amount sufficient to satisfy the federal, state and local withholding tax requirements, if any, attributable to such exercise, settlement or payment.

(b) Stock Remittance

At the election of the Participant, subject to the approval of the Committee, when shares of Capital Stock are to be issued upon the exercise, grant or vesting of an Incentive Award, the Participant may tender to Alphabet a number of shares of Capital Stock that have been owned by the Participant for at least six months (or such other period as the Committee may determine) having a Fair Market Value at the tender date determined by the Committee to be sufficient to satisfy withholding tax requirements, if any, attributable to such exercise, grant or vesting, but in no event exceeding the maximum statutory tax rates of the Participant's applicable jurisdiction (or such other rate as would not trigger a negative accounting impact), as determined by Alphabet in its sole discretion. Such election shall satisfy the Participant's obligations under Section 13(a) hereof, if any.

(c) Stock Withholding

When shares of Capital Stock are to be issued to a Participant upon the exercise, grant or vesting of an Incentive Award, Alphabet shall have the authority to withhold a number of such shares having a Fair Market Value at the date of the applicable taxable event determined by the Committee to be sufficient to satisfy withholding tax requirements, if any, attributable to such exercise, grant or vesting, but in no event exceeding the maximum statutory tax rates of the Participant's applicable jurisdiction (or such other rate as would not trigger a negative accounting impact), as determined by Alphabet in its sole discretion.

14. Amendment or Termination of the Plan

The Board of Directors may at any time suspend or discontinue the Plan or revise or amend it in any respect whatsoever; provided, however, that to the extent that any applicable law, tax requirement, or rule of a stock exchange requires stockholder approval in order for any such revision or amendment to be effective, such revision or amendment shall not be effective without such approval. The preceding sentence shall not restrict the Committee's ability to exercise its discretionary authority hereunder pursuant to Section 4 hereof, which discretion may be exercised without amendment to the Plan. No provision of this Section 14 shall be given effect to the extent that such provision would cause any tax to become due under Section 409A of the Code. Except as expressly provided in the Plan, no action hereunder may, without the consent of a Participant, reduce the Participant's rights under any previously granted and outstanding Incentive Award. Nothing in the Plan shall limit the right of the Company to pay compensation of any kind outside the terms of the Plan.

15. No Obligation to Exercise

The grant to a Participant of an Incentive Award shall impose no obligation upon such Participant to exercise such Incentive Award.

16. Transfers Upon Death

Upon the death of a Participant, outstanding Incentive Awards granted to such Participant may be exercised by the Participant's designated beneficiary, provided that such beneficiary has been designated prior to the Participant's death, to the extent permitted by the Committee (a "Permitted Designation"). Each such Permitted Designation shall revoke all prior designations by the Participant and shall be effective only if given in a form and manner acceptable to the Committee. In the absence of any such effective Permitted Designation, such Incentive Awards may be exercised only by the executors or administrators of the Participant's estate or by any person or persons who shall have acquired such right to exercise by will or by the laws of descent and distribution. No transfer by will or the laws of descent and distribution of any Incentive Award, or the right to exercise any Incentive Award, shall be effective to bind Alphabet unless the Committee shall have been furnished with (a) written notice thereof and with a copy of the will and/or such evidence as the Committee may deem necessary to establish the validity of the transfer and (b) an agreement by the transferee to comply with all the terms and conditions of the Incentive Award that are or would have been applicable to the Participant and to be bound by the acknowledgements made by the Participant in connection with the grant of the Incentive Award.

17. Expenses and Receipts

The expenses of the Plan shall be paid by the Company. Any proceeds received by Alphabet in connection with any Incentive Award will be used for general corporate purposes.

18. Governing Law

The Plan and the rights of all persons under the Plan shall be construed and administered in accordance with the laws of the State of New York without regard to its conflict of law principles.

19. Effective Date and Term of Plan

The Plan was approved by the Board of Directors on April 14, 2021, approved by the stockholders of Alphabet on June 2, 2021, and amended by the Board of Directors on April 20, 2022, and approved by the stockholders of Alphabet on June 1, 2022. No grants of Incentive Awards may be made under the Plan after June 2, 2031.

PROSPECTUS

Description of

ALPHABET INC. 2021 STOCK PLAN

Dated June 3, 2021

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933, as amended (the “Securities Act”).

Neither the U.S. Securities and Exchange Commission nor any U.S. state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

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INTRODUCTION

The following questions and answers give a summary of the main features of the Alphabet Inc. 2021 Stock Plan, referred to as the “Plan.” Please read this prospectus carefully. Alphabet Inc. is referred to in this prospectus as “Alphabet,” “we,” “us” and “our.”

1. What is the Plan?

The Plan was originally adopted by the Board of Directors of Alphabet on April 14, 2021, and approved by Alphabet stockholders on June 2, 2021.

The Plan permits us to issue shares of Class C capital stock of Alphabet (“Shares”) (or the cash equivalent thereof in the case of performance units and certain other stock-based awards) to eligible members of the Board and employees and consultants of Alphabet or of any subsidiary of Alphabet.

2. What awards can be granted under the Plan?

Awards can be granted by means of stock options, other stock-based awards, including stock appreciation rights, phantom stock, restricted stock, restricted stock units, performance shares, deferred share units or share-denominated performance units, and cash incentive awards (collectively, “Awards”).

An individual who has received an Award under the Plan is referred to in this prospectus as a “Participant.”

3. What is the purpose of the Plan?

This Plan is intended to promote the interests of Alphabet and its subsidiaries (the “Company”) and stockholders by providing the employees and consultants of the Company and members of the Board with incentives and rewards to encourage them to continue in the service of the Company and with a proprietary interest in pursuing the long-term growth, profitability and financial success of the Company.

4. How many Shares are available under the Plan?

As of June 2, 2021, a total of 60,010,002 Shares were reserved for issuance pursuant to the Plan.

The Shares issued under the Plan may be either authorized and unissued Shares or treasury Shares, or both. Shares covered by Awards shall only be counted as used to the extent they are actually issued and delivered to a Participant pursuant to the Plan.

5. What should I know about this prospectus?

This prospectus describes the main features of the Plan as of June 2, 2021. However, this prospectus does not contain all of the terms and conditions of the official Plan document. Accordingly, if there is any difference between the terms and conditions of the Plan as described in this prospectus and the provisions of the Plan document, the Plan document will govern.

6. When will the Plan terminate?

The Board may at any time suspend or discontinue the Plan. No incentive stock options may be granted under the Plan after April 14, 2031.

ADMINISTRATION AND ELIGIBILITY

1. Who administers the Plan?

A committee of the Board consisting of two or more persons, each of whom qualifies as a “non-employee director” (within the meaning of Rule 16b-3 promulgated under Section 16 of the Securities Exchange Act of 1934 (the “Exchange Act”)) and as “independent” within the meaning of any applicable stock exchange listing rules or similar regulatory authority administers the Plan and controls its operation. The members of the Committee are designated, and serve until replaced, by the Board in its sole discretion. In each case, the Board or the committee administering the Plan is referred to as the “Committee”.

The Committee has full discretionary authority to administer the Plan, including discretionary authority to interpret and construe any and all provisions of the Plan and the terms of any Award (and any agreement evidencing the grant of any Award) granted thereunder and to adopt and amend from time to time such rules and regulations for the administration of the Plan as the Committee may deem necessary or appropriate. The Committee shall have the authority, in its discretion, to prescribe, amend and rescind rules

and regulations relating to the Plan. The Committee that administers the Plan acts as manager of the Plan, not as trustee or in any other fiduciary capacity with respect thereto.

Further information about the Plan and the Committee is available without charge upon oral or written request to:

Alphabet Inc.
Attn: Stock Administration
1600 Amphitheatre Parkway
Mountain View, CA 94043
(650) 253-0000
Gem-help@google.com

2. *Can the Plan be amended?*

The Board may at any time suspend or discontinue the Plan or revise or amend it in any respect whatsoever; provided, however, that to the extent that any applicable law, tax requirement, or rule of a stock exchange requires stockholder approval in order for any such revision or amendment to be effective, such revision or amendment shall not be effective without such approval. Except as expressly provided in the Plan, no revision or amendment action may, without the consent of a Participant, reduce the Participant's rights under any previously granted and outstanding Award.

3. *Who is eligible to participate in the Plan?*

Employees, consultants and members of the Board of Alphabet or of any subsidiary of Alphabet are eligible to participate in the Plan.

4. *Does participation in the Plan affect the terms of my employment or service with Alphabet or with any subsidiary of Alphabet?*

No, the grant of an Award under the Plan does not affect the terms and conditions of your employment or service. Alphabet, and any subsidiary of Alphabet, reserves the right to terminate your employment or services at any time, with or without cause, subject to the provisions of local law. The grant of an Award under the Plan does not entitle you to any future award, compensation or severance pay.

5. *Is there a limit on how many Shares I can receive under the Plan?*

If you are a non-employee member of the Board, the aggregate Awards granted to you in respect of any calendar year may not exceed \$1,500,000, as determined as of the date of grant in accordance with the Plan.

STOCK OPTIONS

1. *What is a stock option and how do I benefit from it?*

An option gives you the right to purchase a specified number of Shares for a fixed price per Share, commonly referred to as the "exercise price", during a prescribed period of time. If the value of the Shares increases above your exercise price during its term, you will be able to buy the Shares at a "discount". If the value of the Shares does not increase above your exercise price, you may not recognize a benefit from the exercise of your option.

The principal benefit of your option is the potential to profit from any increase in the value of the Shares during the period in which the option is exercisable, without risking any of your money until you exercise your option.

2. *Are there different types of options?*

The Plan provides for the grant of (1) incentive stock options ("ISOs"), which are entitled to favorable United States federal tax treatment, or (2) nonstatutory stock options, that is, options that are not ISOs (collectively, "Options").

3. *What special rules apply to incentive stock options?*

ISOs are only granted to employees of the Company. The exercise price must be at least 100% of the Fair Market Value of a Share on the date of grant, and the term of any ISO cannot exceed 10 years. In addition, any employee who is a 10% stockholder cannot receive an ISO with an exercise price less than 110% of the Fair Market Value of a Share on the date of grant, and the term of such an option cannot exceed five years.

In addition, the total Fair Market Value of the Shares (as of the time of grant) with respect to which ISOs are exercisable for the first time by any Participant during any calendar year (under all plans of the Company) may not exceed \$100,000. Any Shares in

excess of this limit will be treated as a nonstatutory option. If the employee holds more than one ISO, the ISOs are considered in the order in which they were granted.

For purposes of the Plan, “Fair Market Value” means the closing sales price of a Share on the date of determination or, if not so reported for such day, the immediately preceding business day of a Share as reported on the principal securities exchange on which Shares are then listed or admitted to trading or if not so reported, the closing bid price on the date of determination or, if not so reported for such day, on the immediately preceding business day as reported on The NASDAQ Stock Market or if not so reported, as furnished by any member of the Financial Industry Regulatory Authority, Inc. selected by the Committee.

4. *What is the exercise price of my option?*

The exercise price is the price at which you may purchase a Share by exercising an option. The exercise price per Share covered by any Option shall be not less than 100% of the Fair Market Value of a Share on the date on which such Option is granted.

5. *When does my option vest and expire?*

Each Option shall become vested and exercisable on such date or dates, during such period and for such number of Shares as shall be determined by the Committee on or after the date such Option is granted and set forth in the agreement evidencing the grant of such Option; provided, however that no Option shall be exercisable after the expiration of ten (10) years from the date such Option is granted; and, provided, further, that each Option shall be subject to earlier termination, expiration or cancellation as provided in the Plan or in the agreement evidencing the grant of such Option.

OTHER STOCK-BASED AWARDS

1. *What other stock-based awards may be granted under the Plan?*

The Committee may grant other stock-based awards, including stock appreciation rights, phantom stock, restricted stock, restricted stock units (“RSUs”), performance shares, deferred share units or share-denominated performance units. The other stock-based awards shall be denominated in, or shall have a value determined by reference to, a number of Shares that is specified at the time of the grant of such award, and may be designed to comply with applicable laws of jurisdictions other than the United States. RSUs shall become vested subject to such terms and conditions as determined by the Committee and set forth in the agreement evidencing the grant of such RSUs.

CASH INCENTIVE AWARDS

1. *What is a cash incentive award?*

A cash incentive award is an award, settled in cash or other property, including Shares. The terms and conditions of cash incentive awards shall be determined by the Committee in its sole discretion, provided that such terms and conditions are consistent with the terms and conditions of the Plan.

GENERAL PROVISIONS OF AWARDS

1. *Can I transfer my Award?*

Unless otherwise determined by the Committee, an Award may not be transferred or otherwise disposed in any manner other than by will or by the laws of descent or distribution.

2. *How do I satisfy any tax withholding that may apply to my Award?*

Whenever Shares are to be issued upon the exercise of an Option or the grant or vesting of an Award, and whenever any amount shall become payable in respect of any Award, Alphabet shall have the right to require the Participant to remit to Alphabet in cash an amount sufficient to satisfy federal, state and local withholding tax requirements, if any, attributable to such exercise, grant, vesting or payment prior to issuance of such Shares or the effectiveness of the lapse of such restrictions or making of such payment. In addition, upon the exercise or settlement of any Award in cash, or the making of any other payment with respect to any Award (other than in Shares), Alphabet shall have the right to withhold from any payment required to be made pursuant thereto an amount sufficient to satisfy the federal, state and local withholding tax requirements, if any, attributable to such exercise, settlement or payment. At the election of the Participant, subject to the approval of the Committee, when Shares are to be issued upon the exercise, grant or vesting of an Award, the Participant may tender to Alphabet a number of Shares that have been owned by the Participant for at least six months (or such other period as the Committee may determine) having a Fair Market Value at the tender date determined by the

Committee to be sufficient to satisfy withholding tax requirements, if any, attributable to such exercise, grant or vesting, but in no event exceeding the maximum statutory tax rates of the Participant's applicable jurisdiction (or such other rate as would not trigger a negative accounting impact), as determined by Alphabet in its sole discretion. When Shares are to be issued upon the exercise, grant or vesting of an Award, Alphabet shall have the authority to withhold a number of such Shares having a Fair Market Value at the date of the applicable taxable event determined by the Committee to be sufficient to satisfy withholding tax requirements, if any, attributable to such exercise, grant or vesting, but in no event exceeding the maximum statutory tax rates of the Participant's applicable jurisdiction (or such other rate as would not trigger a negative accounting impact), as determined by Alphabet in its sole discretion.

3. *What happens to my Award if I am terminated?*

The agreement evidencing the grant of each Award shall specify the consequences with respect to such Award of the termination of the employment or other service between the Company and the Participant holding the Award.

4. *What happens to my Award if I go on a leave of absence?*

Unless the Committee provides otherwise in the agreement evidencing the grant of an Award, vesting of Awards granted hereunder will be suspended during any unpaid leave of absence and will resume on the date the Participant returns to work on a regular schedule as determined by the Company, it being understood that no vesting credit will be awarded for the time vesting has been suspended during such leave of absence. For purposes of ISOs, no such leave may exceed ninety (90) days, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then three months following the 91st day of such leave any ISO held by the Participant will cease to be treated as an ISO and will be treated for tax purposes as a non-qualified Option. For more information, please consult the Company's Leave of Absence Policy.

5. *Will I have rights as a stockholder?*

No person shall have any rights as a stockholder with respect to any Shares covered by or relating to any Award until the date of the issuance of such shares on the books and records of Alphabet. Except as otherwise expressly provided in the Plan, no adjustment of any Award shall be made for dividends or other rights for which the record date occurs prior to the date of such issuance.

ADJUSTMENTS TO AWARDS

1. *What happens if there is a change to the number or type of shares of common stock of Alphabet?*

In the event of any change in the number or type of shares of common stock of Alphabet outstanding by reason of any stock dividend or split, recapitalization, merger, consolidation, combination or exchange of shares or similar corporate change, or any change in the type and number of shares of common stock of Alphabet outstanding by reason of any other event or transaction, the Committee shall make appropriate adjustments in the type and maximum aggregate number of shares with respect to which the Committee may grant Awards, and the maximum aggregate number of shares with respect to which the Committee may grant Awards that are intended to be ISOs.

2. *What happens if there is an increase or decrease in issued shares without consideration?*

In the event of any increase or decrease in the number or type of issued shares of common stock of Alphabet resulting from a subdivision or consolidation of shares of common stock of Alphabet or the payment of a stock dividend (but only on the shares of common stock of Alphabet), or any other increase or decrease in the number of such shares effected without receipt or payment of consideration by the Company, the Committee shall appropriately adjust the type or number of shares subject to each outstanding Award and the exercise price per share, if any, of shares subject to each such Award.

3. *What happens if Alphabet experiences a merger or consolidation?*

In the event of any merger, consolidation or similar transaction as a result of which the holders of Shares receive consideration consisting exclusively of securities of the surviving corporation in such transaction, the Committee shall appropriately adjust each Award outstanding on the date of such merger or consolidation so that it pertains and applies to the securities which a holder of the number of Shares subject to such Award would have received in such merger or consolidation.

4. *What happens if Alphabet is dissolved or liquidated or enters into certain transactions?*

In the event of a dissolution or liquidation of Alphabet, a sale of all or substantially all of the Company's assets or a merger, consolidation or similar transaction involving Alphabet in which the holders of Shares receive securities and/or other property,

including cash, other than shares of the surviving corporation in such transaction, the Committee shall, in its sole discretion, have the power to cancel, effective immediately prior to the occurrence of such event, each Award (whether or not then exercisable or vested), and, in full consideration of such cancellation, pay to the Participant to whom such Award was granted an amount in cash, for each Share subject to such Award, equal to the value, as determined by the Committee, of such Share, provided that with respect to the Shares subject to any outstanding Option such value shall be equal to the excess of (1) the value, as determined by the Committee, of the property (including cash) received by the holder of a Share as a result of such event over (2) the exercise price of a Share subject to such Option; or provide for the exchange of each Award (whether or not then exercisable or vested) for an Award with respect to (1) some or all of the property which a holder of the number of Shares subject to such Award would have received in such transaction or (2) securities of the acquirer or surviving corporation, and, incident thereto, make an equitable adjustment as determined by the Committee in the exercise price per share, if any, of stock subject to the Award, or the number of shares or amount of property subject to the Award or provide for a payment (in cash or other property) to the Participant to whom such Award was granted in partial consideration for the exchange of the Award.

5. *What will happen to cash incentive awards in the event of any transaction or event described in this section “Adjustments To Awards”?*

In the event of any transaction or event described in this section “Adjustments To Awards”, including without limitation certain corporate changes, the Committee may, in its sole discretion, make such adjustments to any cash incentive award, as the Committee may consider appropriate in respect of such transaction or event.

TAX AND ERISA INFORMATION

The following discussion is intended only as a summary of the general United States federal income tax laws that apply to Awards granted under the Plan and the sale of any Shares acquired through the Awards and does not include a description of state, local or non-U.S. tax consequences. If you are (also) a tax resident of a country other than the United States, or if you transfer to or from the United States after grant of your award, you may be subject to tax in more than one country. The federal, state, local and non-U.S. tax consequences to any particular taxpayer will depend upon his or her individual circumstances. Accordingly, we strongly advise you to seek the advice of a qualified tax adviser regarding the specific tax implications to you of your participation in the Plan, including the applicability and effect of U.S. federal, state and local and non-U.S. laws.

The following discussion assumes that the per Share exercise price of an Option is equal to the Fair Market Value of a Share on the date of grant and less than the Fair Market Value of a Share on the date of exercise.

1. *What are the tax effects of nonstatutory stock options?*

If you are granted a nonstatutory stock option, you are not required to include any amount towards your income at the time of grant. However, when you exercise the nonstatutory stock option, you will have ordinary income to the extent the value of the Shares (and any cash) you receive on the date of exercise is greater than the exercise price you pay. If you exercise a nonstatutory stock option through payment of the exercise price in Shares, or in a combination of Shares and cash, you will have ordinary income upon exercise to the extent that the value (on the date of exercise) of the Shares you purchase is greater than the value of the Shares you surrender, less the amount of any cash paid upon exercise.

Any gain or loss you recognize upon the sale or exchange of Shares that you acquire generally will be treated as capital gain or loss and will be long-term or short-term depending on whether you held the Shares for more than one year. The holding period for the Shares will begin just after the time you recognize income. The amount of such gain or loss will be the difference between:

- the amount you realize upon the sale or exchange of the Shares, and
- the value of the Shares at the time you recognize ordinary income.

2. *What are the tax effects of incentive stock options?*

ISOs are intended to qualify for the special federal income tax treatment available under Section 422 of the Code. You generally will not recognize income as a result of the grant or exercise of ISOs.

Any gain generally will be taxed at long-term capital gain rates if you sell Shares that you purchased through the exercise of an ISO:

- more than two years after the date of grant of the ISO, and
- more than one year after the date of exercise of the ISO.

However, if you sell Shares purchased through the exercise of an ISO within either of the two holding periods described above, you will recognize ordinary income in the year of the disposition in an amount equal to the lesser of (a) the excess of the

aggregate Fair Market Value of the Shares on the date of exercise over the aggregate exercise price paid for such Shares (i.e., the spread on the exercise date) and (b) the excess of the aggregate Fair Market Value of the Shares on the date of disposition over the aggregate exercise price paid for such Shares (i.e., the gain realized on the sale). The balance of the gain or loss, if any, will be long-term or short-term capital gain or loss, depending on whether you have held the Shares for more than one year.

3. *What about incentive stock options and the alternative minimum tax?*

In addition to the rules described above, you may be liable for alternative minimum tax in connection with the exercise of an ISO. Alternative minimum taxable income generally is computed under the rules that apply to nonstatutory stock options. Accordingly, if you hold ISOs and are subject to the alternative minimum tax, you should be sure to consult your tax adviser before exercising any ISOs.

4. *What are the tax effects of RSUs?*

If you are granted an RSU, you are not required to include any amount in your income at the time of grant. However, when you receive a Share in settlement of your RSU, you will have ordinary income equal to the value of the Share (and any cash) you receive on the settlement date.

Any gain or loss you recognize upon the sale or exchange of Shares that you acquire generally will be treated as capital gain or loss and will be long-term or short-term depending on whether you held the Shares for more than one year. The holding period for the Shares will begin just after the time you recognize income. The amount of such gain or loss will be the difference between:

- the amount you realize upon the sale or exchange of the Shares, and
- the value of the Shares at the time you recognize ordinary income.

5. *What are the tax effects for Alphabet?*

We generally will receive a deduction for United States federal income tax purposes in connection with an Award in an amount equal to the amount of ordinary income you realize. We will be entitled to our deduction at the time that you recognize the ordinary income. However, under Section 162(m) of the Code, the annual compensation paid to our named executive officers will not be deductible to the extent it exceeds \$1,000,000.

6. *Are there any provisions of the Code that may result in additional federal tax liability to Participants and/or loss of federal tax deductions to Alphabet with respect to Awards?*

Sections 280G and 4999 of the Code impose a 20% excise tax, in addition to regular income and employment taxes, on certain change in control payments to officers, highly compensated employees and certain large stockholders (“disqualified individuals”) of a company. In general, if the amounts received by a disqualified individual in connection with change in control of the individual’s employer (the “parachute payments”) (including any value attributed to the accelerated vesting of equity awards in connection with a change in control) exceed three times such individual’s average W-2 compensation for the five years prior to the year in which the change in control occurs (the “base amount”), then the excise tax applies to the amount of parachute payments in excess of one times the base amount (the “excess parachute payments”). The excess parachute payments are also not permitted to be deducted as compensation for federal income tax purposes by the employer. The rules relating to excess parachute payments are complex and it is difficult to determine, in advance of any particular situation, whether any Awards may be subject to this excise tax.

Section 409A of the Code imposes certain conditions on an Award if compensation payable pursuant to the Award is deferred compensation within the meaning of Section 409A. Certain requirements related to the time, manner and form of election for deferred compensation payable pursuant to an Award must be met, and certain conditions related to the time and form of payment of the deferred compensation must be satisfied. Failure to satisfy these requirements and conditions may result in the imposition of significant penalties to the Participant holding the Award including: (1) current taxation of deferred compensation without regard to whether the deferred compensation has been paid; (2) a 20% excise tax, in addition to regular income and employment taxes, imposed on the deferred compensation included in income; and (3) an interest charge on the deferred compensation. The Awards are generally intended to be exempt from the requirements of Section 409A. However, to the extent that any Award is subject to Section 409A, any

failure to comply with Section 409A would result in the imposition of the above-referenced penalties upon the Participant holding the non-compliant Award.

7. *Is the Plan subject to ERISA or qualified under the Code?*

The Plan is not subject to any of the provisions of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and the Plan is not qualified under Section 401(a) of the Code.

ADDITIONAL INFORMATION ABOUT THE PLAN AND PROSPECTUS

1. *Does the Plan limit a Participant’s ability to resell Shares acquired under the Plan?*

The Plan generally places no limitations upon a Participant’s ability to sell Shares acquired under the Plan. We will not receive any part of the proceeds of any such sales.

It is illegal to buy or sell Shares while you are in possession of material nonpublic information about Alphabet. In addition, regardless of whether you are actually in possession of material nonpublic information, you are only permitted to sell Shares during Alphabet’s open trading windows, subject to limited exceptions. See our policy against insider trading for additional information.

Alphabet filed a Registration Statement on Form S-8 with the U.S. Securities and Exchange Commission (the “SEC”) on June 3, 2021 (the “Registration Statement”) to register Shares to be issued under the Plan. A Participant who is not an “affiliate” of ours (within the meaning of Rule 405 under the Securities Act of 1933, as amended (the “Securities Act”)) and who acquires Shares pursuant to the Plan generally will be entitled to sell such Shares without complying with the requirements of Rule 144 under the Securities Act or the registration requirements of the Securities Act. A Participant who is an “affiliate” of ours may offer or sell Shares acquired under the Plan only if such shares are registered by Alphabet under the Securities Act or if the Participant complies with the restrictions imposed under Rule 144 under the Securities Act or another exemption available under the Securities Act. Our executive officers and members of our Board are considered to be “affiliates” for this purpose.

Also, Section 16(b) of the Exchange Act permits us to recover any profit realized by certain of our officers, directors, and principal stockholders through certain sales and purchases, or purchases and sales (as defined), of our Shares within any period of less than six months.

2. *What other conditions are associated with the exercise, issuance and delivery of my Shares?*

Shares will not be issued with respect to an Award unless the exercise of such Award and the issuance and delivery of Shares pursuant to the Award complies with all applicable provisions of law and the exercise and issuance will be further subject to the approval of our counsel with respect to such compliance.

As a condition to the exercise of an Award, we may require the person exercising such Award to represent and warrant at the time of exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of our counsel, such a representation is required by applicable law.

Our inability to obtain authority from any regulatory body having jurisdiction, which authority is deemed by our counsel to be necessary to the lawful issuance and sale of any Shares hereunder, will relieve us of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority will not have been obtained.

3. *What if I need more information?*

The following documents are incorporated by reference into this prospectus (other than portions of these documents that are either (1) described in paragraphs (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K promulgated by the SEC or (2) furnished under applicable SEC rules rather than filed and exhibits furnished in connection with such items). This means that Alphabet can disclose important information to you as part of this prospectus by referring you to those documents. The information incorporated by reference is an important part of this prospectus, and information that Alphabet files later with the SEC will be deemed to automatically update, and may modify or supersede this information.

- Alphabet’s Annual Report on Form 10-K for the fiscal year ended December 31, 2020 (the “Annual Report”), as filed with the Commission on February 3, 2021;
- All other reports filed by Alphabet pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), since the end of the fiscal year covered by the Annual Report; and

- The description of Alphabet’s Class C Capital Stock contained in Exhibit 99.1 to its Current Report on Form 8-K, as filed with the Commission on October 2, 2015 and Exhibit 4.14 to the Annual Report on Form 10-K filed with the Commission on February 4, 2020 .

All documents filed by Alphabet pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the effective date of the Registration Statement and prior to the filing of a post-effective amendment to the Registration Statement which indicates that all securities offered thereby have been sold or which deregisters all securities remaining unsold, shall be deemed to be incorporated by reference in this prospectus and to be a part hereof from the date of filing of such documents. Nothing in this prospectus shall be deemed to incorporate any information provided in these documents that is described in paragraph (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K promulgated by the SEC or furnished under applicable SEC rules rather than filed and exhibits furnished in connection with such items.

These documents incorporated by reference into this prospectus and the Registration Statement are available, without charge, upon oral or written request to:

Alphabet Inc.
Attn: Investor Relations
1600 Amphitheatre Parkway
Mountain View, CA 94043
(650) 253-0000
investor-relations@abc.xyz

These documents are also available, without charge, at the SEC’s website, www.sec.gov.

4. *What else should I know about this prospectus?*

We may update this prospectus in the future by furnishing to Participants a new prospectus or a supplement containing updated information. You should rely only on the information incorporated by reference or provided in this prospectus or any new updated prospectus. We have not authorized anyone to provide you with different or additional information. We are not making an offer to sell any stock in any state or country where the offer is not permitted. You should not assume that the information in this prospectus or in any updated prospectus or supplement is accurate as of any date other than the date on the front of that prospectus or supplement.