



Nehmya Negash  
nehmya9217@gmail.com  
8 March 2022

**This offer supersedes and replaces any prior versions**

Dear Nehmya,

Thank you for your interest in Google LLC! We are delighted to offer you the exempt position of Software Engineer in the Washington office. We look forward to working with you!

**Salary**

You will receive an annual salary of \$127,000.00, which will be paid biweekly and subject to applicable payroll deductions and tax withholding. This salary is subject to periodic review.

**Bonus Target**

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

**Sign-On Bonus**

Google will pay you a one-time Sign-On Bonus of \$15,000.00, less applicable deductions and tax withholding, within thirty (30) days following your start date at Google, subject to your continued Google employment on the payment date of the Sign-On Bonus (the "Sign-On Bonus Payment Date"). Should your Google employment end on or before the 12-month anniversary of the Sign-On Bonus Payment Date, you agree to repay the Sign-On Bonus on a prorated basis. We encourage you to consult a tax professional for information on all current IRS reporting requirements.

**Equity Compensation**

Upon approval by Alphabet Inc.'s Board of Directors (the "Board"), you will receive a one-time grant of restricted stock units ("GSUs" or "Award"). At the time of vest, the vested number of GSUs will convert to shares of Alphabet Inc. ("Alphabet") Class C stock. If the US financial markets are closed on a vesting date, shares will vest on the next trading day. This Award will entitle you to that number of GSUs determined by dividing \$90,000.00 by the average closing price of Alphabet's Class C stock for the calendar month prior to the date of grant, rounded up to the nearest full GSU.

The GSUs will vest over a four-year period immediately following your start date according to the applicable vesting schedule. The number of GSUs granted and the vesting schedule details will be provided in the grant materials that you should receive shortly after the grant.

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

**Benefits**

Google currently offers to eligible employees a wide array of benefits, including retirement, medical, dental, vision and other welfare benefits (please refer to your offer letter email for a link to the current benefits). The eligibility requirements, entry dates and other information regarding these benefits are set forth in more detailed documents that are available after you join Google. These benefits may change, or even be discontinued, at any time to fit the needs of the business or for compliance reasons, as determined by Google in its sole discretion. In the event that this letter conflicts with the terms of the governing benefit program materials, the governing materials will prevail.

**Confidential and Proprietary Information**

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

**Insider Trading**

Google employees are subject to Alphabet's strict policy against insider trading, which prohibits, among other things, employees, contractors and temporary workers from trading Alphabet stock during certain time periods and engaging in any derivative trans-

actions in Alphabet stock. It will be your responsibility to educate yourself regarding Alphabet's insider trading policies and to ensure you are in full compliance. If you have any questions about Alphabet's policy against insider trading, please contact Human Resources.

#### Export Control

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

#### At-Will Employment

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

#### Next Steps

We look forward to an early acceptance of this offer. This offer will remain open for 5 (five) business days following your receipt of this letter and is contingent upon your start date no later than June, 2022. You will receive an email regarding your new hire orientation closer to your start date.

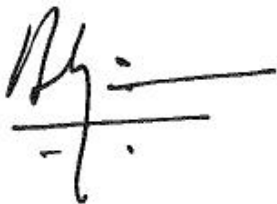
If you currently are pursuing an academic degree and you will be unable to make a commitment by this time, please let your recruiter know as soon as possible. It is likely that Google will still be able to offer you a similar position; however, please recognize that the terms of your offer may change. In addition, this offer is contingent on the successful completion of your degree program prior to your start date.

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

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

Nehmya, we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to be 'Sundar Pichai', with a horizontal line drawn underneath it.

Sundar Pichai  
CEO  
Google LLC

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

Nehmya Negash

Date

## GOOGLE LLC

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

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

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

**2. Confidential Information.**

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

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

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

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

**3. Inventions.**

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

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

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

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

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

(e) Exception to Assignments. I have been notified and understand that the terms of this Agreement requiring disclosure and assignment of Inventions to Google do not apply to any invention that I have developed entirely on my own time without using any of Google Property or Google Confidential Information, except for those inventions that either (i) relate at the time of conception or reduction to practice of the invention to Google’s business, or actual or demonstrably anticipated research or development of Google or (ii) result from any work or services that I performed for Google. Notwithstanding the above, I have been notified and understand that the terms of this Agreement requiring disclosure and assignment of Inventions to Google do not apply to any invention that is subject to and qualifies fully for an exclusion at law operable in the jurisdiction in which Google employs me, such as those listed on **Exhibit B** attached hereto.

While employed, I will advise Google LLC’s legal department promptly in writing of any inventions that I believe meet the foregoing criteria (including as listed on **Exhibit B**) and that I have not disclosed on **Exhibit A** for a confidential ownership determination.

#### **4. Conflicting Employment.**

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

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

#### **5. Return of Google Property and Information.**

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

(b) Compliance. I have no reasonable expectation of privacy in any Google Property or in any other documents, equipment, or systems used to conduct the business of Google. Google may audit and search any Google Property or such documents, equipment, or systems without further notice to me for any business-related purpose at Google’s reasonable discretion. I will provide Google with access to any documents, equipment, or systems used to conduct the business of Google immediately upon request. I consent to Google taking reasonable steps to prevent unauthorized access to Google Property and Google information. I understand that I

am not permitted to add or use any unauthorized websites, software, applications, or any applications that I do not have a license or authorization for use to or on any Google Property. It is my responsibility to comply with Google's policies governing use of Google Property.

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

**7. Non-Solicitation of Employees.** Except as prohibited by applicable law, during my Google employment, I will not directly or indirectly solicit any of Google's employees to leave their employment.

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

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

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

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

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

## **12. General Provisions**

(a) **Governing Law; Consent to Personal Jurisdiction; Optional Arbitration.** This Agreement will be governed by the laws of the state in which Google LLC employs me without regard to principles of conflicts of law. The exclusive venue for any action or dispute relating to or arising out of this Agreement, my employment or the termination of my employment will be the state and federal courts located in the state and county in which Google LLC employs me. I consent to the personal jurisdiction of these courts. I understand that I have the option of bringing in arbitration any individual employment dispute, instead of in court, subject to Google's consent. I further understand and agree that while I have the option of proceeding in court or in arbitration for individual employment disputes, I cannot do both. Once I have filed an action in court or in arbitration, my decision is binding. Any arbitration will be administered by JAMS and heard by a single arbitrator pursuant to JAMS' Employment Arbitration Rules and Procedures, which are available on the "rules/clauses" page of JAMS' public website [Jam Rule](#)).

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

(c) **Severability.** If one or more of the provisions in this Agreement are deemed void, the remaining provisions will continue in full force and effect.

(d) Successors and Assigns. This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives and will be for the benefit of Google. Google may assign this Agreement to anyone at any time without my consent. There are no intended third-party beneficiaries to this Agreement.

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

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

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

Signature of Employee:

Date:

**Exhibit A**

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

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

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

☐ Yes they are listed above

☐ Additional Sheets Attached

Signature of Employee:

Print Name of Employee: Nehmya Negash

Date:



**Exhibit B**

I have been notified and understand that the terms of this Agreement requiring disclosure and assignment of Inventions to Google do not apply to any invention that qualifies fully under the applicable state law in which Google LLC employs me as follows:

**1. For employees employed by Google LLC in California, California Labor Code Section 2870 reads:**

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

1. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

2. Result from any work performed by the employee for the employer.

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

**2. For employees employed by Google LLC in Illinois, Chapter 765, Section 1060/2 of the Illinois Compiled Statutes reads:**

1. A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this State and is to that extent void and unenforceable. The employee shall bear the burden of proof in establishing that his invention qualifies under this subsection.

2. An employer shall not require a provision made void and unenforceable by subsection (1) of this Section as a condition of employment or continuing employment. This Act shall not preempt existing common law applicable to any shop rights of employers with respect to employees who have not signed an employment agreement.

3. If an employment agreement entered into after January 1, 1984, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

**3. For employees employed by Google LLC in Minnesota, Minnesota Statutes Annotated Section 181.78 reads:** Subdivision 1. Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer shall not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (1) which does not relate (a) directly to the business of the employer or (b) to the employer's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

Subdivision 2. No employer shall require a provision made void and unenforceable by subdivision 1 as a condition of employment or continuing employment.

**4. For employees employed by Google LLC in Washington, Revised Code of Washington Section 49.44.140 reads:** A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.



Hello! We are delighted to offer you a position with Google, and we hope you'll decide to join us. Google provides workplace adjustments/accommodations to employees with disabilities. For more information, please reach out to [candidate-help@google.com](mailto:candidate-help@google.com).

As you're thinking about starting your job with us, we want to remind you of a few things that may not be at the top of your mind.

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

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

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

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

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

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

We don't want you to bring or use any confidential information or materials from your former employer to Google. This includes electronic or hardcopy materials. It includes confidential documents, emails, presentations, notes, lists of contacts, clients, and suppliers. Sending emails or documents to a personal email account with the intent of then forwarding them on to your new Google email address, or using their contents at Google is simply not okay with us. Using confidential information of a former employer at Google is a significant violation of our code of conduct. If you're subject to a non-solicitation provision, please read it carefully and follow it for the period required. Please advise any former co-workers who contact you that you're unable to pass along their information.

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

#### B. Conflicts of Interest

Google's Code of Conduct cautions its employees to avoid conflict of interest situations. A conflict of interest occurs when competing loyalties could cause you to pursue a personal gain for you or your friends or family at the expense of the company or our users. A conflict of interest can occur under a variety of situations, including:



- If a Googler also works for or advises a company that is a Google or Alphabet competitor.
- If a Googler, or a Googler's close friend or family member, owns, or works for a company that has, a business relationship with Google and the Googler's job puts them in a position to influence that relationship.

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

### C. Community Guidelines

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

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



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

**USCIS**  
**Form I-9**

OMB No. 1615-0047  
 Expires 08/31/2019

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

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

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

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

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

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

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

Signature of Employee	Today's Date (mm/dd/yyyy)
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**Preparer and/or Translator Certification (check one):**

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

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

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



*Employer Completes Next Page*





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

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
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## Section 2. Employer or Authorized Representative Review and Verification

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

<b>Employee Info from Section 1</b>	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
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List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)
Document Title		<div align="center">Additional Information</div> <div align="right">QR Code Instructions 2 &amp; 3 Do Not Write</div>		
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				

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

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

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

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

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

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

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

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

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

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

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

Refer to the instructions for more information about acceptable receipts.

# Understanding Total Compensation

Welcome aboard! Now that you're becoming a Googler, we want to let you know a bit more about our total compensation program and philosophy. **At Google, we pay for performance** and there are a few elements of your compensation package that help us do that:

- **Salary:** Our compensation philosophy is to ensure Google remains competitive in each local market, while rewarding high performers and aligning salaries of Googlers who contribute similarly over time.
- **Bonus:** We offer performance-based bonus and incentive programs to reward Googlers' contributions.
- **Equity:** Equity grants enable Googlers to share in Google's long-term success.

## Understanding Salary

Our compensation philosophy is to ensure Google remains competitive in each local market, while rewarding high performers and aligning salaries of Googlers who contribute similarly over time. Your salary is determined by a few factors:

- **External market:** Salaries vary by role and level and are based on the cost of labor (not cost of living) for a given role, in a given market. We regularly use salary surveys to benchmark what other companies pay for your role in your location.
- **Pay targets:** Each job and location at Google has a target pay point for strong performers over time.
- **Your compensation plan:** Googlers on the company bonus plan vs. those on the sales bonus plan have different "pay mixes" with different proportions of fixed pay (salary) to variable pay (bonus).

Several factors influence how your base salary changes over time, including changes in your role and your performance. You may receive two types of salary increases:

- **Promo salary increases** are provided to promoted Googlers and are effective May 1 for those promoted in mid-year and November 1 for those promoted at year-end. For example, if you are promoted at year-end, your annual base salary will increase starting from November 1, 2018, and it will be reflected in your November pay statement.
- **Merit salary increases** are planned by managers during the annual compensation planning cycle (Q4 of each year) and are effective January 1 of the following year.

## Understanding Bonus

Our bonus programs reward eligible\* high performers based on individual contributions over the past cycle (the length of which will depend on the specific bonus program - see below for specifics). The

bonus amount is at Google's discretion and may vary year-to-year since it's based on both the bonus plan and individual performance.

Type	Description	Form	Awarded
Company Bonus	The company plan is an annual bonus target awarded based on performance during the previous year.	Cash	Annually in Q1
Sales Bonus	The sales bonus plan is a quarterly bonus target awarded based on quota achieved.	Cash	Quarterly

*\*Temporary workers, vendors, and contractors are not eligible to participate in any Google bonus or incentive program.*

## Company Bonus

A company bonus is backward-looking and rewards Googlers for performance and contributions in the past year. Googlers who are on the company plan anytime during January 1-December 31 of the current year are eligible to receive a company bonus. Those on the company plan for only part of the year are eligible only for the time they were on the company bonus plan.

- Those on the company plan for only part of the year are eligible only for the time they were on the company bonus plan (i.e., bonus amount will be pro-rated)
- To receive your bonus, you must be employed by Google on December 31st
- You'll be told if you are on the company plan

## Sales Bonus

Our sales bonus is backward-looking and rewards Googlers on the sales bonus plan for performance and contributions in the past quarter. If you're on the sales bonus plan, you'll build strong client relationships and sell Google's product; the amount of your bonus will **be based on team and/ or individual performance against quarterly quotas**.

- Those on the sales plan for only part of the quarter are eligible only for the time they were on the sales bonus plan (i.e., bonus amount will be pro-rated)
- To receive your quarterly bonus, you must be employed on the last day of the performance period aligned to the end of the quarter
- You'll be told if you're on a sales bonus plan

## Understanding Equity

### Noogler equity awards

Eligible\* Googlers may receive a Noogler equity award. If granted, a Noogler equity award sizes vary depending on your role and location and are issued as restricted stock units (GSUs). A Noogler



equity award is typically granted within six weeks of your start date but may vary depending on various factors. The grant date associated with your Noogler equity award is the date the Board or its delegate approves your award.

If eligible and unless otherwise noted (e.g., in your grant agreement), your Noogler equity award will generally vest in four stages at the following approximate rates: 33% over your first year of employment; 33% over your second year; 22% over your third year; and 12% over your fourth year.

The Noogler equity award is USD-denominated. The Noogler equity award will generally be converted into a number of GSUs by taking the USD-denominated value (“intended value”) divided by the average closing price of Alphabet Class C capital stock in the month prior to the grant date (“conversion price”), rounded up to the nearest full GSU. Because of this, the vesting frequency cannot be confirmed prior to the grant being made because the actual number of GSUs cannot be accurately calculated. We will tell you if your Noogler equity award is converted into GSUs using any other method.

Noogler equity awards may vest monthly (12 vest dates per year), quarterly (four vest dates per year), semi-annually (two vest dates per year), or annually (one vest date per year) - the number of vest dates per year is determined by the size of the award.

# of GSUs	New hire vesting frequency
< 9	Vests 25% per year
9 - 16	Annually
17 - 33	Semi-annually
34 - 99	Quarterly
100+	Monthly

*\*Fixed-term employees are not eligible. All equity awards are subject to approval of the Alphabet Inc. board of directors ("Board"), or its delegate.*

Equity refresh awards

You may also be eligible\* to receive equity “refresh” awards during your employment at Google. At Google, equity awards are forward-looking and reward factors like criticality, potential, and impact. Managers who plan equity do so during the annual compensation cycle that occurs at year-end. That planning typically starts with a “modeled” amount for members of their team. The modeled amount is determined by an algorithm that takes into account things like performance, role, and level; in limited and specific circumstances, managers who plan equity may apply planner discretion to adjust the modeled amount.

Nooglers typically do not receive an equity refresh grant at the end of their first year since they are still adjusting to expectations and learning about their role at Google.

*\*Interns and fixed-term employees are not eligible. Employees who work <50% are also not eligible. All equity awards are subject to approval of the Alphabet Inc. board of directors, or its delegate.*

## If you receive an equity refresh award

- If applicable, you will receive details of your award in your year-end compensation letter, which will also outline any salary increase and/or company bonus. A manager in your reporting chain will share your letter with you and discuss your total compensation with you.
- The equity grant is the amount your manager planned for you. Your equity is granted to you using the average closing stock price from the month of December to determine the number of Google Stock Units (GSUs). These GSUs will be granted to you in January, and you'll see them in your brokerage account by early February.

## Understanding equity FAQs

### What is a restricted stock unit ("GSU")?

Google grants equity in the form of GSUs. A GSU is an award which entitles the holder to Alphabet Inc. ("Alphabet") Class C capital stock when the GSU award vests. One vested GSU equals one share of Alphabet Class C stock.

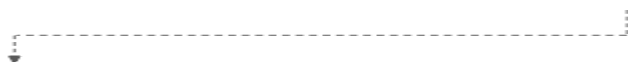
### How does the value of my Noogler equity award convert into GSUs, and when does it vest?

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

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

Example:

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



Number of GSUs Granted		Amount Vesting in Year 1		Number of GSUs Vesting in Year 1		GOOG Share Price at Vest		Vested Value in Year 1
100 GSUs	X	33%	=	33 GSUs	X	\$300	=	\$9,900

### Is a GSU the same as restricted stock?

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

### What are the tax implications?

Tax implications may vary depending on numerous factors such as location or filing status, so make certain to consult your tax advisor. Neither Google nor Alphabet can offer you tax advice. Equity is subject to relevant local taxes and withholdings.

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



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

## **THE EXHIBIT A**

### **What is the Exhibit A?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Please see the "CONFLICTS OF INTEREST" section below.

**CONFLICTS OF INTEREST**

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

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

**WORKING WITH GOOGLE'S LEGAL DEPARTMENT**

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