

13 April 2023

Ananjan Rajesh Thakur

Flat 4B-31, Kalpataru Riverside, Takka, Old Panvel, Raigad, 410206, Maharashtra, India

Dear Ananjan,

We are pleased to offer you a fixed term position as an Intern with Google IT-Services India Private Ltd ("Company") on the terms and conditions set out below.

This offer and your employment with the Company is at all times conditional upon you obtaining and retaining all necessary visas, work permits and registrations to enable you to lawfully reside and work for the Company in India and is subject to the successful completion of all background checks required by the Company and you providing satisfactory written evidence, on request, that you have obtained all relevant qualifications (including relevant educational qualifications) required for the role.

#### 1. Contract Term

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

Flat 4B-31, Kalpataru Riverside, Takka, Old Panvel, Raigad, 410206, Maharashtra, India

("you").

Your internship shall begin on 15 May 2023 ("Commencement Date") and shall end on 21 July 2023 ("Expiry Date"), unless terminated earlier in accordance with the terms of this letter.

# 2. Terms and Scope of Employment

Your place of work will be based at the Company's offices in **Bangalore**, India. However you may be required to work at any other Company premises or to undertake business travel for the performance of your duties. If you are not able to relocate to your place of work by the Commencement Date, you agree that your employment will end without any payment for severance or in lieu of notice being payable to you.

Under the terms of this Agreement, and without the need to terminate the employment relationship or to enter into a new agreement, the Company is permitted to assign you additional tasks, to modify or remove your assigned duties, to change your reporting lines or to change the place of your employment without additional compensation to you.

You agree that, during the period of employment under this Agreement, you will diligently and loyally devote all of your professional skills, time, energies and best efforts to the performance of your duties on behalf of the Company.



You will not sell, distribute, publicly exhibit, circulate, transmit, e-mail, fax, export, convey, duplicate, print or otherwise copy or reproduce any Internet advertisement or any material appearing at the URL associated with such advertisement that is the subject matter of such advertisement or any part thereof. In addition, you will not possess or provide any Internet advertisements or related keywords, categories or other targeting mechanisms, Company advertising technology, Company confidential information, Company intellectual property, or derivative works of the foregoing to any third party.

The Company reserves the right to place you on administrative leave on full pay during the course of any investigation or otherwise on legitimate business grounds in the Company's absolute discretion.

#### 3. Working hours

Your standard working hours will be forty (40) hours per week. However, you may be required to work additional hours from time to time in order to perform your duties effectively, and you agree that you will not be entitled to any additional remuneration for such hours of work outside the standard working hours.

#### 4. Compensation and benefits

Your base salary of INR 114,000.00 per month will be paid on a monthly basis. Payment of salary is subject to any deductions required by law, including without limitation the usual deductions for tax and Provident Fund contributions. Base salary includes compensation for all services rendered to the Company, including overtime, to the extent permitted by law.

You will also be eligible for any holidays, statutory leaves and other benefits required by applicable law.

The Company will pay you a one time Relocation Bonus of INR **50,000.00**. If you leave the Company for any reason before the end of the Internship, you will be required to repay the relocation bonus on a pro-rata basis (based on the number of months remaining until the Internship ends).

Google will pay you a one-time stipend of INR 150,000.00, less applicable deductions and tax withholding, within 30 days following your start date on 15 May 2023. The stipend is intended to assist you with some of the housing costs associated with your internship. We encourage you to consult a tax professional for information regarding tax reporting requirements related to this payment.

#### 5. Anti-Discrimination and Harassment

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

#### 6. Confidential information and invention assignment

You agree to the terms set out in Appendix A to this letter, relating to confidential information and assignment of inventions.

#### 7. Use of Information Technology and Communications

You acknowledge that the Company's local and wide area network infrastructure and its telecommunications system and its components, including telephones, mobile phones, facsimile machines, photocopiers, printers, personal organizers, computers and servers, as well as the applications running on and services provided by these systems including e-mail and voicemail, Internet and intranet, and file storage facilities ("IT Systems") and all oral communications, telephone conversations, information and messages or any part of a message (whether in the form of data, texts, images, speech or any other form) transferred via and/or stored on the IT Systems, including any recording and/or copies made of such communications, and any attachments to such communications ("Communications") made via the IT Systems are the property of the Company. You understand that it is your responsibility to comply with the Company's policies governing use of the IT Systems.



You acknowledge that the Company has the right to monitor, record, or access any Communications made via the IT Systems, electronic files, or other uses or applications of the IT Systems for compliance with Company policies and for any other business-related purposes in the Company's sole discretion. You should have no expectation of privacy when using company IT Systems.

#### 8. Data privacy

You have reviewed Google's Employee Privacy Policy, attached as "Appendix B" to this Agreement, as amended from time to time, and consent to the collection, processing and use of your personal information, including sensitive categories of data (eg medical information) by Google, in accordance with and for the purposes set out in the policy. You also consent to the transmission of your personal information to other companies in the Google group, to third party service providers engaged in connection with the employment relationship (such as payroll and benefit providers), and otherwise as permitted or required by law, including transfers to entities outside India.

#### 9. Termination

- a) Your employment is for a fixed term and will cease automatically on the Expiry Date, unless terminated earlier in accordance with this clause.
- b) Either you or the Company may terminate your employment at any time prior to the Expiry Date by giving to the other two weeks' prior notice in writing (or such additional notice required by law), or in the case of the Company, making a payment of base salary in lieu of such notice.
- c) The Company may terminate your employment at any time without prior notice if you commit any serious or persistent breach of the terms of this letter, or are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Company. Misconduct includes without limitation:
- Habitual absence from work or absence from service without prior notice in writing or without sufficient cause for ten days or more;
- Causing damage to the property of the Company;
- Continued discharge of work functions, in a manner which does not meet the standards reasonably expected by the Company from you;
- Engaging in any conduct amounting to sexual harassment, as defined under the Company's policies;
- Breach of any provisions of the Confidential Information and Invention Assignment Agreement attached as Appendix A;
- Breach of any of the policies set out in the Code of Conduct, any policy contained in the Company's intranet site, or other policy communicated to employees.

#### 10. No Conflict of Interest

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



# 11. Salary deductions

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

#### 12. Company Policies and Regulations

- a) During your employment with the Company, you shall observe and comply with the Code of Conduct, the policies contained in the Company's intranet site, and any other policies, rules, regulations and directives of the Company as may from time to time be made or given. The Company shall have the right to alter and amend the policies, rules and regulations of the Company at any time in its absolute discretion.
- b) You confirm that you have read and understand the provisions of the Company Code of Conduct and Business Courtesies Policy prohibiting foreign bribery and improper payments and requiring strict compliance with the United States Foreign Corrupt Practices Act ("FCPA"), and agree to fully comply with those provisions and the FCPA and the corresponding laws of any other jurisdiction where applicable to your employment by the Company.
- c) If an export control license is required in connection with your employment, this offer is further contingent upon Google's receipt of the export control license and any similar approvals. Your employment with Google will commence following receipt of such export control license and governmental approvals; and is conditioned upon your (a) maintaining your employment with Google, and (b) continued compliance with all conditions and limitations contained in such a license. If for any reason such export control license and governmental approvals cannot be obtained within six (6) months from your date of signature, this offer will automatically terminate and have no force and effect.

# 13. Miscellaneous

This Agreement supersedes any prior oral or written agreements, representations and promises of any kind, whether written, oral, express or implied between the parties relating to your employment with the Company or any Related Corporation of the Company.

This Agreement together with its Appendices constitutes the entire Agreement relating to the terms contained herein.

This Agreement can only be modified in writing, signed by you and the Company.

#### 14. Severability

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

#### 15. No breach

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

#### 16. Waiver

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



# 17. Successors and Assigns

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

#### 18. Notice under the Agreement

Any notices required to be given under this Agreement shall be in writing and shall be validly delivered if (a) sent by personal hand delivery, or (b) sent by mail to the address of the applicable party set forth on the first page of this Agreement, or such other address as is provided by the parties in writing.

The Company and you mutually agree to make every reasonable effort and accommodation required for the timely receipt of notices required under this Agreement.

# 19. Choice of Law/ Jurisdiction

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

We look forward to an early acceptance of this offer. To indicate your acceptance of this offer, please sign and date the enclosed original and return it to us in the envelope provided.

**Ananjan Rajesh Thakur**, we look forward to having you join us for your internship! We feel you will find it a rewarding and growing experience and we look forward to working with you.



Sincerely,



 $\mathbf{B}\mathbf{y}_{-}$ Shraddhanjali Rao Director, Market HR

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

DocuSigned by: April 12, 2023 15 May 2023 Ananjan Rajesh Thakur Planned Start Date Date



#### Appendix A: Confidential Information and Intellectual Property Agreement

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

# 1. Confidential Information

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



licensees, partners, or collaborators ("Associated Third Parties"), their confidential or proprietary information ("Associated Third Party Confidential Information") subject to a duty on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all times during my employment with the Company and thereafter, to hold in the strictest confidence, and not to use or to disclose to any person, firm or corporation any Associated Third Party Confidential Information, except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree to comply with any and all Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company.

(e) <u>User Data</u>. User Data consists of information directly or indirectly collected by Google from users of its services. User Data includes individual log files related to any user session or use of Google services or log files in the aggregate. User Data also includes personally identifiable information, which is information that can be directly associated with a specific person or entity, such as a name, address, telephone number, e-mail address, or information about activities that can be directly linked to a user, such as an IP address or cookie information. I agree to treat User Data as Company Confidential Information under this Agreement and to access, use and disclose User Data only as authorized by and in accordance with this Agreement and Company policies.

#### 2. Inventions

- (a) Assignment of Inventions. As between the Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, ideas, concepts, trademarks, and trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of the Company (including during my off-duty hours), or with the use of the Company's equipment, supplies, facilities, or Company Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing, except as provided in Section 2(e) below (collectively, "Inventions"), are the sole property of the Company. I also agree to promptly make full written disclosure to the Company of any Inventions and to deliver to the Company or its designee all of my right, title and interest in and to the Inventions. I also hereby irrevocably assign fully to the Company or its designee all of my right, title and interest in and to Inventions, except as prohibited by the laws of India and as otherwise set forth in Section 2(e) below. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, I agree that such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. I further acknowledge and agree that I shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act and Indian Copyright Act, 1957. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.
- (b) <u>Pre-Existing Materials</u>. I will not incorporate any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment



with the Company ("Prior Inventions") into any Invention or otherwise utilize any such Prior Invention in the course of my employment with the Company. If I incorporate any such material owned by me or in which I have any interest prior to, or separate from, my employment with the Company, I hereby grant to Google LLC a nonexclusive, royalty-free, fully-paid, irrevocable, perpetual, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by any third party into any Invention or otherwise utilize any such Prior Invention in the course of my employment with the Company without Google LLC's prior written permission. I have attached hereto as Exhibit A, a list describing all Prior Inventions or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included on Exhibit A, they will not materially affect my ability to perform all obligations under this Agreement.

- (c) <u>Maintenance of Records</u>. I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. The records are and will be available to and remain the sole property of the Company at all times.
- (d) Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company will deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and testifying in a suit or other proceeding relating to such Inventions and any rights relating thereto. I further agree that my obligations under this Section 2(d) will continue after the termination of this Agreement. If the Company is unable because of my unavailability, mental or physical incapacity or for any other reason to secure my signature with respect to any Inventions including, without limitation, to apply for or to pursue any application for any United States or foreign patents or mask work or copyright registrations covering such Inventions assigned to the Company or its designee in Section 2(a), then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any papers, oaths and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney will be considered coupled with an interest, and will be irrevocable.
- (e) Exception to Assignments. I understand that the provisions of this Agreement requiring disclosure and assignment of Inventions to the Company do not apply to any invention that I have developed entirely on my own time without using any of the Company's property (including, but not limited, to the Company's Electronic Media Systems), equipment (including, but not limited, to the Company's Electronic Media Equipment), supplies, facilities, trade secret information or Company Confidential Information, except for those inventions that either (i) relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company or (ii) result from any work or services that I performed for the Company. I will advise the Company promptly in writing of any inventions that I believe meet the foregoing criteria and not otherwise disclosed on Exhibit A for an ownership determination in confidence.

# 3. Return of Company Materials

(a) <u>Definition of Electronic Media Equipment and Electronic Media Systems.</u> I understand that "Electronic Media Equipment" includes, but is not limited to, computers, external storage devices, thumb drives, handheld electronic devices, telephone equipment, and other electronic media devices. I understand



that "Electronic Media Systems" includes, but is not limited to, computer servers, messaging and email systems or accounts, and web-based services (including cloud-based information storage accounts), whether provided for my use directly by the company or by third-party providers on behalf of the Company.

- (b) Return of Company Property. I understand that anything that I created or worked on for the Company while working for the Company belongs solely to the Company and that I cannot remove, retain, or use such information without the Company's express written permission. Accordingly, upon separation from employment with the Company or upon the Company's request at any other time, I will immediately deliver to the Company and will not keep in my possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, all Company equipment including all Company Electronic Media Equipment, all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to Section 2(c).
- (c) Return of Company Information on Company Electronic Media Equipment. In connection with my obligation to return information to the Company, I agree that I will not copy, delete, or alter any information, including personal information voluntarily created or stored, contained upon my Company Electronic Media Equipment before I return the information to the Company.
- (d) Return of Company Information on Personal Electronic Media Equipment. In addition, if I have used any personal Electronic Media Equipment or personal Electronic Media Systems to create, receive, store, review, prepare or transmit any Company information, including but not limited to, Company Confidential Information, I agree to make a prompt and reasonable search for such information in good faith, including reviewing any personal Electronic Media Equipment or personal Electronic Media Systems to locate such information and if I locate such information I agree to notify the Company of that fact and then provide the Company with a computer-useable copy of all such Company information from those equipment and systems; and I agree to cooperate reasonably with the Company to verify that the necessary copying is completed, and, upon confirmation of compliance by the Company, I agree to delete and expunge all Company information.
- (e) Compliance. I understand and agree that I have no reasonable expectation of privacy in any property, including, but not limited to, documents, Electronic Media Equipment or Electronic Media Systems, that is used to conduct the business of the Company. As such, I also understand and agree that the Company has the right to audit and search all such property, without further notice to me, to ensure that the Company is licensed to use the software on the Company's property in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized or non-compliant applications to any Company property, including, but not limited to, Company Electronic Media Equipment or Company Electronic Media Systems, and that I will refrain from copying unlicensed software onto such Company property or using non-licensed software or web sites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents, Electronic Media Equipment and Electronic Media Systems to which I will have access in connection with my employment.

# 4. Notifications Post Termination

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

# 5. Code of Conduct



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

# 6. Injunctive Relief

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

# 7. General Provisions

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

| Signature of Employee: | DocuSigned by:  08653B71B95741C |  |  |  |
|------------------------|---------------------------------|--|--|--|
| Name of Employee:      | Ananjan Rajesh Thakur           |  |  |  |
| Date:                  | April 12, 2023                  |  |  |  |



# $\underline{\mathbf{Exhibit}\ \mathbf{A}}$

# GOOGLE IT SERVICES INDIA PRIVATE LIMITED

# LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP

| Title  |  | Date                  | $\operatorname{Id}\epsilon$ | entifying Number or Brief Description |  |
|--|--|-----------------------|-----------------------------|---------------------------------------|--|
|  |  |                       |                             |                                       |  |
|  |  |                       |                             |                                       |  |
|  |  |                       |                             |                                       |  |
|  |  |                       |                             |                                       |  |
|  |  |                       | -                           |                                       |  |
|  |  |                       |                             |                                       |  |
|  |  |                       |                             |                                       |  |
|  |  |                       |                             |                                       |  |
|  |  |                       |                             |                                       |  |
| I have no inventions or improvement                  | ents N   | o inventions or impro | ovements                    |                                       |  |
| No   | Additional She   | eets Attached         |                             |                                       |  |
| Signature of Employee:                               | DocuSigned of the Control of the Con |                       |                             |                                       |  |
| Print Name of Employee: <u>Ananjan Rajesh Thakur</u> |  |                       |                             |                                       |  |
| Date:  | April  | 12, 2023              |                             |                                       |  |



# Appendix B: Google Employee Privacy Policy

#### Who needs to read this policy

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

#### Purpose

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

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

Recruitment information, for example:

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

Personal details, for example:

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

Performance, Compensation & Benefits information, for example:

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

# Working at Google, for example:

- survey data;
- disciplinary investigations/meetings/records and grievances;
- security records, such as badging records and security recordings;
- logs records;
- your use of Google equipment, accounts and systems, including google.com apps, etc.

#### Details

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



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



or delete inaccurate or incomplete information in countries where legally obliged to do so, in accordance with the requirements of applicable law. Accordingly, there may be circumstances where we are not able to comply with your request. In some countries, exceptions to your right to access may include the following: (1) confidential or proprietary Employee Data, such as that involved in talent planning or business re-organizations; (2) where disclosure would violate the privacy rights of other persons; (3) ongoing investigations of malfeasance or wrong-doing, where disclosure would compromise the investigation; and (4) where disclosure would prejudice the interests of Google because of litigation or potential litigation in which Google or a Google affiliate is involved.

- Google operates globally and therefore may process Employee Data outside the country or region where
  the data is originally collected or where you are located, including in countries where you may have fewer
  rights in respect of your information than you do in your country of residence. Employee Data may be
  processed by Google LLC in the United States or Google affiliates and service providers acting on Google's
  behalf outside of your country of employment.
- You should direct questions or concerns about the handling of your Employee Data to peopleops-help@google.com who will investigate the concern promptly. Where applicable, if you wish to exercise your right of access, please email hrdatarequest@google.com
- Depending on your country of residence or employment, you may also raise any questions or concerns you have regarding your personal information with your local data protection authority.



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

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

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

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

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

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

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

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

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

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

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

#### B. Conflicts of Interest

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

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

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

#### C. Community Guidelines



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

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