



Contract of Employment

July 19, 2022

Roshan Abraham
Kattappuram Kaviparampil(H),
Kuzhimattom P.O,
Kottayam,686533

Dear Roshan,

GOC Services India Private Limited (“Company” or “GOC”) is pleased to offer you employment as Analyst with the Company on the following terms and conditions. This offer and your continued employment is conditional upon you

- (i) demonstrating that you have a valid right to work in India at all times during your employment and maintaining in force any necessary visas, permits, registrations or licences to enable you to lawfully work for the Company in India;
- (ii) successfully completing all background checks required by the Company from time to time, including criminal checks and verification of your employment history;
- (iii) providing satisfactory written evidence, on request, that you have obtained all relevant qualifications (including relevant educational qualifications) required for the role;
- (iv) you reporting for work as instructed by GOC on the Commencement Date, as defined below; and
- (v) at least 10 working days prior to the Commencement Date (a) providing a copy of your Aadhaar card and PAN card to the Company or (b) furnishing to the Company a copy of an application made by you to the relevant authorities to obtain such cards.

The Company reserves the right to withdraw this offer (before the Commencement Date, as defined below) or terminate your employment (if you have already commenced work) if you are unable to meet any of the above conditions, including if any data provided as a part of the background checks is found to be factually incorrect, or if any of the checks are found to be unsatisfactory in the Company’s sole discretion, or if the Company finds that you have not provided information relevant for the checks.

For Google Services India Private Limited
By

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

Sachin Pande
HR Business Partner Senior Manager, GOC

AGREED AND EXECUTED

Roshan Abraham
Date:



CONTRACT OF EMPLOYMENT

This contract of employment (“Agreement”) is made and entered into between GOC Services India Private Limited, with its registered place of business at Meenakshi Technova , Survey No: 116, 117, 119, 128/AA and 129 Road No. 2, Financial District, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District, Telangana 500032, and Roshan Abraham, of Kattappuram Kaviparampil(H), Kuzhimattom P.O, Kottayam,686533 (“you”)

1. Commencement and Term of Employment

1.a Your employment will commence on August 29, 2022, or such other date as agreed in writing by the parties (“Commencement Date”).

1.b Subject to the Company’s rights to terminate your employment pursuant to this Agreement or applicable law, the term of your employment is intended to be indefinite.

1.c You agree that if you do not report for work as instructed by GOC on the Commencement Date, this Agreement is void and will not commence.

1.d You will initially be on probation for a period of 180 calendar days from the Commencement Date and ending on February 25, 2023 (“Probationary Period”), after which your performance and conduct will be reviewed and if found to be satisfactory, your appointment will continue on the terms set out in this Agreement. Standards for Regularization are attached as Appendix A. If your performance or conduct is found to be unsatisfactory, the Company may in its sole discretion extend your probation for up to three additional months. During the period of probation, your employment may be terminated by the Company without notice or with notice required by law as then in effect, whichever is greater, or payment of base salary in lieu of notice.

2. Terms and Scope of Employment

2.a You will be employed in the position of Analyst.

2.b Your place of work will be based at the Company’s offices in Hyderabad, India. However you may be required to work at any other Company premises or to undertake business travel for the performance of your duties.

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

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



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

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

3. Compensation

3.a Your base salary will be INR 416,000.00 per year payable according to local payroll practices in accordance with the Compensation Breakdown set out in Appendix B. Your base salary will be subject to an annual review in accordance with Company policy and in the Company's sole discretion.

3.b You are eligible to receive certain allowances as part of your base salary, as indicated in the Compensation Breakdown set out in Appendix B.

3.c Your base salary and other compensation payments due to you in accordance with this clause 3 will be paid by bank transfer, or by other means as determined by the Company, with the timing of such payments to be advised to you and in accordance with the Company's policy.

3.d The payment of your base salary and any other compensation will be subject to any deductions required by law from time to time, including without limitation the usual deductions for tax and Provident Fund contributions. Except for the taxes and contributions mandated by law to be withheld by the Company or for the government filings required by law to be made by the Company in connection with the salary and other compensation and benefits arising from this employment, all other taxes and contributions and filings will be your responsibility and will be made by you.

3.e In addition to your base salary, you are eligible to participate in the Company's discretionary bonus plan and your annual bonus target will be 10% of your annual base salary. Any bonus payout is fully discretionary and conditional on both the Company's performance and your individual performance and is also conditional on your being in employment on 31 December of the relevant plan year. The Company reserves the right in its absolute discretion to vary or withdraw the Plan. The payment of your bonus is subject to such statutory deductions as may be required in accordance with applicable legislation in force from time to time.

3.f You are eligible to receive a lump sum sign-on bonus in the amount of INR 40,000.00 ("Sign-On Bonus"), to be paid to you in your first month's pay. This amount of Sign-On Bonus will be treated as an advance payment for a period of 12 months from the Commencement Date. The payment of your Sign-On Bonus is subject to such statutory deductions as may be required in accordance with applicable legislation in force from time to time. The payment of the Sign-On Bonus is conditional on your being employed by the Company and remaining so employed for a



period of 12 months from the Commencement Date. If your employment with the Company terminates for any reason within 12 months of the Commencement Date, you must repay on a pro-rated basis (based on the number of months remaining until the said 12 month period expires) the Sign On Bonus payment already paid to you and you agree that the amount of the Sign On Bonus may be recovered from your compensation as a salary deduction in accordance with clause [17] of this Agreement.

4. Benefits Plans

4.a You will be entitled to participate in all of the Company's benefit plans as established from time to time, at such times as you qualify for them or, as the case may be, as you are selected for participation in them.

4.b The Company will also provide you with health and risk insurance benefits in accordance with the policies of the Company.

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

5. Provident Fund

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

6. Leave Entitlements

6.a You will be entitled to vacation and other leaves in accordance with applicable law and the Company's policies in force from time to time. The rules relating to vacation accrual, carrying over, requesting and taking vacation are set out in the Company's vacation policy, as amended from time to time.

6.b You will also be entitled to sick leave in accordance with applicable law and the Company's sick leave policy in force from time to time.

6.c In the event of absence for the reason of illness, you must immediately notify the Company as soon as possible before the commencement of the relevant rostered work day. You are required to provide the Company with a medical certificate from the Company doctor or a registered doctor on each occasion that you are absent on sick leave for a continuous period of three or more working days. The Company may also require you to provide the Company with a medical certificate from the Company doctor or another registered doctor on any occasion that you are absent on sick leave.



7. Working Hours

7.a Your normal working hours are 40 hours per week, working from Monday to Friday, however you may be required to work additional hours from time to time in order to perform your duties effectively. Depending on your role and function, you may be required to work on a shift work basis. If so, you will be notified in advance of your initial shift roster, which will set out the days and times of each shift that you are required to work and may include day, afternoon, night, weekend and holiday shifts on a regular basis. The Company reserves the right to change employees' shift rosters in its sole discretion according to business needs and you will be notified of any such change.

7.b You agree to work on any days including weekends and holidays to fulfill the hours set out in your roster, as well as work outside your normal working hours or shift roster if requested by the Company and you acknowledge that this is reasonable given the nature of your role. For overtime worked beyond the statutory normal working hours, you will receive overtime pay in accordance with applicable law, provided that the additional work was expressly requested or approved in advance by your supervisor or manager in writing. You will also receive any applicable premiums or additional pay as required under local law in respect of work performed by you on statutory holidays, provided that such additional work was expressly requested or approved in advance by your supervisor or manager in writing.

7.c You understand that you may be required to perform your duties during hours that fall beyond the work times prescribed under applicable laws and you consent to working at such times. In these cases you will be provided appropriate transportation in accordance with the GOC Transportation Policy.

8. Termination of Employment Relationship

8.a The Company and you mutually accept the possibility that at some future point the Company or you may wish to end this employment relationship.

8.b Your employment may be terminated by the Company without notice or payment in lieu of notice if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement, or are guilty of any serious negligence or misconduct in connection with or affecting the business or affairs of the Company.

8.c Misconduct includes without limitation:

8.c.i habitual absence from work or absence from service without prior notice in writing or without sufficient cause for ten days or more;

8.c.ii causing damage to the property of the Company;

8.c.iii continued discharge of work functions in a manner which does not meet the standards reasonably expected by the Company from you;



8.c.iv engaging in any conduct amounting to sexual harassment as defined under the Company's policies; or

8.c.v breach of the GOC Code of Conduct, any policy contained in the Company's intranet site, or any other policy communicated to employees.

8.d Your employment may be terminated by the Company in the following manner:

8.d.i During the probationary period, your employment may be terminated by the Company without notice or with notice required by law as then in effect, whichever is greater, or by payment of base salary in lieu of notice.

8.d.ii After the probationary period, your employment may be terminated by the Company providing you with two months' written notice of termination or payment of two month's base salary in lieu of notice.

8.e You may also terminate this agreement at any time by giving two months' written notice of termination to the Company. The Company may at its sole discretion waive all or part of the notice or allow you to pay in lieu of the notice. Once your resignation is accepted by the Company, it cannot be withdrawn by you without the express consent of the Company.

8.f At any time after notice of termination is given by either party, the Company has the right to permanently relieve you from the performance of any and all duties of your position with the Company upon the continued payment of your base salary, as then in effect, for the duration of any notice period required. At the end of the notice period, any outstanding annual leave that you are entitled to will be paid to you.

8.g You agree that if you are unable to perform your employment duties by reason of your continued ill-health or accident or disability for a period of 3 months or more, the Company may terminate your employment by providing you with one month's written notice of termination, or notice required by law as then in effect, whichever is greater, or payment of one month's base salary in lieu of notice, in accordance with clause 8d above.

9. No Conflict of Interest

9.a You represent and warrant that as of the Commencement Date, you will have terminated your employment with any previous employer.

9.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. 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.



9.c During your employment with the Company, you agree not to engage in any other employment, occupation, or consulting directly related to the business in which GOC or Google is now involved or becomes involved during the term of your employment, nor engage in any other activities that may conflict with your obligations to the Company, including but not limited to, employment outside of the Company, membership on Boards of Directors or Advisory Boards, personal investments or establishing, maintaining or servicing business relationships with family or friends.

10. 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.

11. Non-solicitation

11.a For the period of six months from the date of termination of your employment ("Termination Date"), you agree that you will not, either on your own account or in conjunction with or on behalf of any other person, firm or company, induce, encourage or assist any senior, key, technical, sales related or executive employee of the Company or any of its Related Corporations to become, directly or indirectly, employed by, engaged or interested in any business that competes with the Company or any of its Related Corporations.

11.b For the period of six months from the Termination Date, you agree that you will not, either on your own account or in conjunction with or on behalf of any other person, firm or company canvass, solicit or accept orders, custom or business from any customer or partner of the Company or any of its Related Corporations with which you had dealings at any time in the twelve months prior to the Termination Date.

11.c You acknowledge that the above restrictions are reasonable and necessary to protect the Company's legitimate business interests and that damages is not an adequate remedy in the event that you breach any of the restrictions.

11.d While the restraints in this Agreement continue to operate, you must immediately notify any new employer, principal contractor, partner or joint-venturer who may potentially be affected by the restraints, of these provisions.

11.e The term 'Related Corporations' is defined in clause 19 of this Agreement.

12. Confidential Information

12.a You understand and agree that, as a result of your employment with the Company, you will obtain extensive and valuable Confidential Information belonging to the Company and its Related Corporations (as defined in clause 19 below). You agree at all times during your employment with the Company and thereafter, to hold in the strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information,



except under a non-disclosure agreement duly authorized and executed by the Company. You understand and agree that your unauthorized use or disclosure of Confidential Information during your employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company.

12.b In this Agreement, “Confidential Information” includes:

12.b.i information that relates to the actual or anticipated business or research and development of the Company or its Related Corporations, technical data, trade secrets or know-how, including, but not limited to, research, product plans, or other information regarding Google’s products or services and their marketing, the identity of Google’s customers (including, but not limited to, customer lists and the identity of Google customers on whom you called or with whom you became acquainted during the term of your employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, HR data or other business information;

12.b.ii information received from third parties associated with Google, e.g., our customers, suppliers, licensors, licensees, partners, or collaborators, including information relating to their business, practices or technology; and

12.b.iii information directly or indirectly collected from users of Google services, such as individual or aggregate log files related to any user session, personal information associated with a specific individual (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).

12.c You further understand that Confidential Information does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act of your own or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.

12.d In the event that you are required by law, regulation or court order to disclose any Confidential Information, you shall promptly notify the Company in writing of such requirement without making any disclosure and assist the Company or the appropriate person obtain a protective order or other appropriate remedy from the proper authority. If the Company or the appropriate person fails to obtain a protective order or other appropriate remedy from the proper authority in a timely manner and you are compelled to disclose Confidential Information, you shall furnish only that portion of the Confidential Information that is legally required to be disclosed and shall exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the information disclosed.

13. Former Employer Information

You hereby agree that you will not, during your employment with us, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that you will not bring onto our premises any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.



14. Intellectual Property and Moral Rights

14.a Any and all Intellectual Property Rights you may have in any work, invention, discovery, improvement or design ('Work') produced or conceived by you in the course of your employment, at our direction or request, or in connection with any of our businesses or products or services, whether alone or jointly with another person, automatically vests in the Company without any requirement to make payment to you to the fullest extent permitted by law.

14.b All Intellectual Property created by you shall be regarded as having been made under a contract of service. In consideration of employment with the Company, you hereby transfer and assign in favour of the Company, all rights, titles and interests in and to all the Intellectual Property, together with the rights to sub-license or transfer any and all rights assigned hereunder to third parties, in perpetuity. You agree that such assignment shall be perpetual, worldwide and royalty free.

14.c Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You further acknowledge and agree that you 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. You also agree to assist and cooperate with the Company in perfecting the Company's rights in the Intellectual Property.

14.d You must, at our expense, execute all documents and do all other things reasonably necessary to enable us or our nominee to register any Intellectual Property Rights anywhere in the world, and effect or perfect the transfer to us, or our nominee, of your rights and interests in the Work.

14.e You hereby agree to irrevocably appoint us to be your attorney to do in your name on your behalf any of the things you are required to do under clause 14(d).

14.f To the extent allowed by Indian law, you hereby agree to waive all Moral Rights in the Work referred to in clause 14(a), and in the Work assigned to the Company pursuant to clause 14(b). In addition, you consent to and hereby ratify all acts or omissions by us (whether occurring before or after the date of this Agreement) that infringe any Moral Rights that you may have or become entitled to in such Work.

14.g Your consent under clauses 14(e) and (f) continues after termination of your employment.

14.h 'Intellectual Property Rights' means all present and future intellectual or industrial property rights both in India and throughout the world, and includes any copyright, moral right, registered patent, right to invention (whether or not patentable, and whether or not recorded in any medium), registered or unregistered trade mark, registered or unregistered design, registered or unregistered plant breeder's right, trade secret, know-how, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of such rights.



14.i 'Moral Rights' means all rights to paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like, including the right to preclude others, without the consent of the author or his personal representatives, from carrying out the following:

14.i.i the presentation of the work by any means whatsoever; and

14.i.ii the distortion, mutilation or other modification of the work.

15. Data Privacy

You have reviewed the Company'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 the Company in accordance with and for the purposes set out in the policy. You also consent to the transmission of your personal information to Related Corporations, 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.

16. Use of Information Technology and Communications

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

16.b You acknowledge and agree 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.

17. 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 or payment made when you were absent from duty without authorization.



18. Company Regulations

18.a To help our business operate lawfully, safely and efficiently, we have policies and procedures which set out how all employees are to conduct themselves and processes which are to be followed. You must read and comply with them, as amended from time to time.

18.b During your employment with the Company, you must observe and comply with the GOC Code of Conduct, the policies contained in the Company's intranet site, and any other policies, rules, regulations and directives of the Company as may from time to time be made or given. These policies do not form part of your contract of employment but you must read and comply with them, as amended from time to time. The Company has the right to alter and amend the policies, rules and regulations of the Company at any time in its absolute discretion.

18.c You confirm that you have read and understand the provisions of the GOC 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.

18.d Without limiting the generality of the foregoing, you represent and warrant that you have not, and will not at any time during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any government official ("government official" includes any government employee, employee of government-owned or government-controlled companies, political party, candidate for public office and public international organizations); or (ii) any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business. You further represent and warrant that you will not make any facilitation payments, which are payments to induce government officials to perform routine functions they are otherwise obligated to perform.

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

19. Related Corporations

19.a In the course of your employment with us, you may, from time to time, perform duties for or in connection with Related Corporations of the Company.

19.b You agree that references to the Company, 'we', 'our' or 'us' in this agreement (including its Exhibits) are references not only to GOC Services India Private Limited but also, where the



meaning of the clause allows, to any Related Corporation of GOC Services India Private Limited. This means that your duties and obligations, including in relation to confidential information, intellectual property and non-solicitation, apply not only to the Company but also to our Related Corporations.

19.c For the purposes of this Agreement, 'Related Corporation' means a corporation which is deemed to be related to GOC Services India Private Limited, including without limitation:

19.c.i any holding company of GOC Services India Private Limited up to Google LLC;

19.c.ii any subsidiary of GOC Services India Private Limited; and/or

19.c.iii any subsidiary of Google LLC.

20. Miscellaneous

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

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

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

21. 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.

22. 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.

23. 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.

24. 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.

25. Notice under the Agreement

Any notices required to be given under this Agreement must be in writing and will 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.

26. 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.

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

If this Agreement is not signed and returned to GOC by July 20, 2022, this Agreement will be considered null and void.

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

In Hyderabad, India
Google Services India Private Limited

By

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

Sachin Pande
HR Business Partner Senior Manager, GOC

AGREED AND EXECUTED



Roshan Abraham
Date:



Appendix A

STANDARDS FOR REGULARIZATION OF EMPLOYMENT

Attendance & Punctuality

- You must strictly observe scheduled workdays, work hours and break periods. You must report to work regularly and on time. Frequent absences, tardiness, and “undertime” are strictly forbidden.
- You must follow the Company’s time keeping policy and system.

Job Competence

- You must demonstrate ease in learning the rudiments of your job and in understanding instructions.

Discipline

- You must demonstrate compliance with the Company’s rules and regulations. This includes compliance with the Company’s Code of Conduct and the Company’s Security Policies.
- You must be willing to escalate any concerns around possible noncompliance and you must ask your supervisor when you are not sure about a rule, policy or process.

Attitude towards Co-employees

- You must work well with others, and support an environment free from discrimination and harassment. This includes the ability to cooperate and to work as part of a team.

Work Quality

- You must prove to the satisfaction of the Company all of the necessary skills, initiative and competence in your duties and responsibilities.

Integrity and Ethics

- You must carry out your work with integrity and in an ethical manner at all times in compliance with the Company’s Code of Conduct.

Background Checks

- You must pass to the satisfaction of the Company a verification of your vocational and educational certificates, transcript of education records, personal particulars, credentials, and a background check, including a criminal history record search, and education and employment verification.



Training

- You must pass to the satisfaction of the Company all necessary initial training required in order for you to perform your duties and responsibilities.

Agreed to and accepted by:

Roshan Abraham
Date:



APPENDIX B
Compensation Breakdown, Job Offer Annexure
GOC Services India Private Limited

Date: August 29, 2022

Employee Name: Roshan Abraham

Component		Annualised Calculation	INR (Rs.) a year
Basic Salary	(A)		INR 252,012.00
HRA	(B)	A*40%	INR 100,805.00
Basket of Allowances ¹	(C)	D-(A+B)	INR 63,183.00
Base Salary	(D)	A+B+C	INR 416,000.00
Estimated Annual Target Bonus ²	(E)	10% target * D	INR 41,600.00
Annual Target Total Compensation³	(F)	D + E	INR 457,600.00
Provident Fund (Employer Contribution) ⁴	(G)	A*12%	INR 30,241.00
Gratuity ⁵	(H)	A*0.048	INR 12,097.00
Retirals Total	(I)	G + H	INR 42,338.00
Annual Estimated Cost to Company (CTC)⁶	(J)	F + I	INR 499,938.00

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

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

³ The Annual Target Total Compensation includes the Annual Target Bonus and therefore the figure may be higher or lower depending on the final bonus payout.

⁴ This figure is a guide only and the Company will make contributions to the Provident Fund Scheme in accordance with applicable laws in force from time to time.

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

⁶ The Annual Estimated CTC figure includes the estimated Annual Target Bonus (if applicable) and therefore the actual figure may



NOTES:

This breakdown, including the annualised amounts, is for illustration purposes only and does not represent an entitlement to any actual amount. The employee's entitlement to remuneration is as specified in the relevant clause of their contract of employment. All figures above are gross figures and subject to any pro rating that may be necessary due to the employee's length of service during the relevant year and such statutory deductions as may be required in accordance with applicable legislation in force from time to time.

be higher or lower depending on the final bonus payout. This is a gross figure and is subject to such statutory deductions as required by law from time to time, and deduction of employee contributions to the Provident Fund.



APPENDIX C:

GOC Employee Privacy Policy

Who needs to read this policy

All employees (“Employees”) of GOC Services India Private Limited (“Company”).

Purpose

At the Company, we recognize that privacy is important. This policy describes how the Company collects and uses Employee Data. For purposes of this policy, Employee Data means any information that identifies an Employee or that can be used to identify an Employee 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 Employee and information generated as a result of being recruited by, applying to, accepting an offer of employment, attending pre-onboarding sessions and working at the Company, 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 the Company, for example:

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

Details

Here are some additional details about the Employee Data the Company 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, including pre-employment onboarding; (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 business-related travel; (8) to protect the Company, 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 the Company's 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; (14) administration of statutory and Company benefits, including payment for leave; (15) assessment of fitness for work, conduct of medical and drug testing; (16) insurance related purposes; (17) compliance with health and safety obligations, including the management of workplace accidents; (18) diversity and inclusion programs; (19) internal testing of the Company's or a trusted partner's products and services (eg Dogfooding) and (20) for other reasonable business-related or legal purposes.
- In some circumstances, the Company 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. The Company may also use sensitive Employee Data as part of our commitments to diversity and inclusion.

- Your privacy matters, and the Company takes appropriate steps to ensure that Employee Data is processed and stored securely. The Company restricts collection of and access to Employee Data to those Company affiliates (including other subsidiaries of Google LLC) and employees of those affiliates 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.
- Your Employee Data may be made available to other Company affiliates beyond your direct employer, for example if you are working with or seconded to another Company affiliate, or where an affiliate is acting as a service provider. From time to time, we may also need to disclose Employee Data beyond the Company and its affiliates. Such disclosures will 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.
- The Company requires that any third parties, including Temps, Vendors and Contractors, to whom the Company discloses Employee Data to process on the Company's behalf (1) use that information only as directed by the Company, (2) protect that information in accordance with applicable data protection regulations and (3) refrain from any further disclosures not authorized by the Company.
- The Company will take reasonable steps to ensure that Employee Data is relevant to its intended use, accurate, complete, and current. In addition, the Company 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 the Company, 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, Employees have the right to request access, or request correction, amendment or deletion of certain Employee Data that the Company holds and uses in relation to them. You should let the Company know if Employee Data in your Company employee records is inaccurate or incomplete; the Company 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 reasonable 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 the Company because of litigation or potential litigation in which the Company is involved.

- The Company's affiliates operate 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 Company affiliates and service providers acting on the Company's behalf outside of your country of employment.
- You should direct questions or concerns about the handling of your Employee Data to goc-help@google.com who will investigate the concern promptly.
- 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.