

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2024

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission file number: 001-37580

Alphabet Inc.

(Exact name of registrant as specified in its charter)

Delaware

61-1767919

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification Number)

1600 Amphitheatre Parkway  
Mountain View, CA 94043

(Address of principal executive offices, including zip code)

(650) 253-0000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Class A Common Stock, \$0.001 par value	GOOGL	Nasdaq Stock Market LLC (Nasdaq Global Select Market)
Class C Capital Stock, \$0.001 par value	GOOG	Nasdaq Stock Market LLC (Nasdaq Global Select Market)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (\$232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of April 18, 2024, there were 5,874 million shares of Alphabet's Class A stock outstanding, 867 million shares of Alphabet's Class B stock outstanding, and 5,617 million shares of Alphabet's Class C stock outstanding.

**Alphabet Inc.  
Form 10-Q  
For the Quarterly Period Ended March 31, 2024**

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**Note About Forward-Looking Statements**

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These include, among other things, statements regarding:

- the growth of our business and revenues and our expectations about the factors that influence our success and trends in our business;
- fluctuations in our revenues and margins and various factors contributing to such fluctuations;
- our expectation that the continuing shift from an offline to online world will continue to benefit our business;
- our expectation that the portion of our revenues that we derive beyond advertising will continue to increase and may affect our margins;
- our expectation that our traffic acquisition costs (TAC) and the associated TAC rate will fluctuate, which could affect our overall margins;
- our expectation that our monetization trends will fluctuate, which could affect our revenues and margins;
- fluctuations in paid clicks and cost-per-click as well as impressions and cost-per-impression, and various factors contributing to such fluctuations;
- our expectation that we will continue to periodically review, refine, and update our methodologies for monitoring, gathering, and counting the number of paid clicks and impressions;
- our expectation that our results will be affected by our performance in international markets as users in developing economies increasingly come online;
- our expectation that our foreign exchange risk management program will not fully offset our net exposure to fluctuations in foreign currency exchange rates;
- the expected variability of gains and losses related to hedging activities under our foreign exchange risk management program;
- the amount and timing of revenue recognition from customer contracts with commitments for performance obligations, including our estimate of the remaining amount of commitments and when we expect to recognize revenue;
- our expectation that our capital expenditures will increase, including the expected increase in our technical infrastructure investment to support the growth of our business and our long-term initiatives, in particular in support of artificial intelligence (AI) products and services;
- our plans to continue to invest in new businesses, products, services and technologies, and systems, as well as to continue to invest in acquisitions and strategic investments;
- our pace of hiring and our plans to provide competitive compensation programs;
- our expectation that our cost of revenues, research and development (R&D) expenses, sales and marketing expenses, and general and administrative expenses may increase in amount and/or may increase as a percentage of revenues and may be affected by a number of factors;
- estimates of our future compensation expenses;
- our expectation that our other income (expense), net (OI&E), will fluctuate in the future, as it is largely driven by market dynamics;
- our expectation that our effective tax rate and cash tax payments could increase in future years;
- seasonal fluctuations in internet usage and advertiser expenditures, underlying business trends such as traditional retail seasonality, which are likely to cause fluctuations in our quarterly results;
- the sufficiency of our sources of funding;
- our potential exposure in connection with new and pending investigations, proceedings, and other contingencies, including the possibility that certain legal proceedings to which we are a party could harm our business, financial condition, and operating results;
- our expectation that we will continue to face heightened regulatory scrutiny, and changes in regulatory conditions, laws, and public policies, which could affect our business practices and financial results;

- the expected timing, amount, and effect of Alphabet Inc.'s share repurchases and dividends;
- our long-term sustainability and diversity goals;

as well as other statements regarding our future operations, financial condition and prospects, and business strategies. Forward-looking statements may appear throughout this report and other documents we file with the Securities and Exchange Commission (SEC), including without limitation, the following sections: Part I, Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this Quarterly Report on Form 10-Q and Part I, Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, as updated in this Quarterly Report on Form 10-Q. Forward-looking statements generally can be identified by words such as "anticipates," "believes," "could," "estimates," "expects," "intends," "may," "plans," "predicts," "projects," "will be," "will continue," "will likely result," and similar expressions. These forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties, which could cause our actual results to differ materially from those reflected in the forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those discussed in this Quarterly Report on Form 10-Q; the risks discussed in Part I, Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, as updated in this Quarterly Report on Form 10-Q; the trends discussed in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023; and those discussed in other documents we file with the SEC. We undertake no obligation to revise or publicly release the results of any revision to these forward-looking statements, except as required by law. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements.

As used herein, "Alphabet," "the company," "we," "us," "our," and similar terms include Alphabet Inc. and its subsidiaries, unless the context indicates otherwise.

"Alphabet," "Google," and other trademarks of ours appearing in this report are our property. We do not intend our use or display of other companies' trade names or trademarks to imply an endorsement or sponsorship of us by such companies, or any relationship with any of these companies.

**PART I. FINANCIAL INFORMATION**
**ITEM 1. FINANCIAL STATEMENTS**

**Alphabet Inc.**  
**CONSOLIDATED BALANCE SHEETS**  
 (in millions, except par value per share amounts)

	As of December 31, 2023	As of March 31, 2024
		(unaudited)
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 24,048	\$ 24,493
Marketable securities	86,868	83,597
Total cash, cash equivalents, and marketable securities	110,916	108,090
Accounts receivable, net	47,964	44,552
Other current assets	12,650	12,829
Total current assets	171,530	165,471
Non-marketable securities	31,008	33,994
Deferred income taxes	12,169	11,687
Property and equipment, net	134,345	143,182
Operating lease assets	14,091	13,768
Goodwill	29,198	29,183
Other non-current assets	10,051	10,065
Total assets	<u>\$ 402,392</u>	<u>\$ 407,350</u>
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable	\$ 7,493	\$ 6,198
Accrued compensation and benefits	15,140	9,703
Accrued expenses and other current liabilities	46,168	48,603
Accrued revenue share	8,876	8,520
Deferred revenue	4,137	3,973
Total current liabilities	81,814	76,997
Long-term debt	13,253	13,228
Deferred revenue, non-current	911	921
Income taxes payable, non-current	8,474	9,234
Deferred income taxes	485	486
Operating lease liabilities	12,460	11,957
Other long-term liabilities	1,616	1,683
Total liabilities	119,013	114,506
Commitments and Contingencies (Note 8)		
Stockholders' equity:		
Preferred stock, \$0.001 par value per share, 100 shares authorized; no shares issued and outstanding	0	0
Class A, Class B, and Class C stock and additional paid-in capital, \$ 0.001 par value per share: 300,000 shares authorized (Class A 180,000, Class B 60,000, Class C 60,000); 12,460 (Class A 5,899, Class B 870, Class C 5,691) and 12,381 (Class A 5,879, Class B 867, Class C 5,635) shares issued and outstanding	76,534	77,913
Accumulated other comprehensive income (loss)	(4,402)	(4,839)
Retained earnings	211,247	219,770
Total stockholders' equity	283,379	292,844
Total liabilities and stockholders' equity	<u>\$ 402,392</u>	<u>\$ 407,350</u>

See accompanying notes.

**Alphabet Inc.**  
**CONSOLIDATED STATEMENTS OF INCOME**  
(in millions, except per share amounts; unaudited)

	Three Months Ended	
	March 31,	2024
Revenues	\$ 69,787	\$ 80,539
Costs and expenses:		
Cost of revenues	30,612	33,712
Research and development	11,468	11,903
Sales and marketing	6,533	6,426
General and administrative	3,759	3,026
Total costs and expenses	<u>52,372</u>	<u>55,067</u>
Income from operations	17,415	25,472
Other income (expense), net	790	2,843
Income before income taxes	18,205	28,315
Provision for income taxes	3,154	4,653
Net income	<u>\$ 15,051</u>	<u>\$ 23,662</u>
Basic net income per share of Class A, Class B, and Class C stock	\$ 1.18	\$ 1.91
Diluted net income per share of Class A, Class B, and Class C stock	\$ 1.17	\$ 1.89

See accompanying notes.

**Alphabet Inc.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(in millions; unaudited)

	Three Months Ended	
	March 31,	
	2023	2024
Net income	\$ 15,051	\$ 23,662
Other comprehensive income (loss):		
Change in foreign currency translation adjustment, net of income tax benefit (expense) of \$ 47 and \$(18)	596	(503)
Available-for-sale investments:		
Change in net unrealized gains (losses)	866	(360)
Less: reclassification adjustment for net (gains) losses included in net income	292	311
Net change, net of income tax benefit (expense) of \$( 330) and \$14	1,158	(49)
Cash flow hedges:		
Change in net unrealized gains (losses)	(74)	186
Less: reclassification adjustment for net (gains) losses included in net income	(77)	(71)
Net change, net of income tax benefit (expense) of \$ 30 and \$(23)	(151)	115
Other comprehensive income (loss)	1,603	(437)
Comprehensive income	<u><u>\$ 16,654</u></u>	<u><u>\$ 23,225</u></u>

See accompanying notes.

**Alphabet Inc.**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
(in millions; unaudited)

	Three Months Ended March 31, 2023						
	Class A, Class B, Class C Stock and Additional Paid-In Capital		Accumulated Other Comprehensive Income (Loss)			Retained Earnings	
	Shares	Amount					
Balance as of December 31, 2022	12,849	\$ 68,184	\$ (7,603)	\$ 195,563	\$ 256,144		
Stock issued	30	0	0	0	0		0
Stock-based compensation expense	0	5,313	0	0	0		5,313
Tax withholding related to vesting of restricted stock units and other	0	(2,093)	0	0	0		(2,093)
Repurchases of stock	(157)	(1,135)	0	(13,989)	(15,124)		
Net income	0	0	0	15,051	15,051		
Other comprehensive income (loss)	0	0	1,603	0	1,603		
Balance as of March 31, 2023	<u>12,722</u>	<u>\$ 70,269</u>	<u>\$ (6,000)</u>	<u>\$ 196,625</u>	<u>\$ 260,894</u>		

	Three Months Ended March 31, 2024						
	Class A, Class B, Class C Stock and Additional Paid-In Capital		Accumulated Other Comprehensive Income (Loss)			Retained Earnings	
	Shares	Amount					
Balance as of December 31, 2023	12,460	\$ 76,534	\$ (4,402)	\$ 211,247	\$ 283,379		
Stock issued	32	0	0	0	0		0
Stock-based compensation expense	0	5,293	0	0	0		5,293
Tax withholding related to vesting of restricted stock units and other	0	(2,996)	0	0	0		(2,996)
Repurchases of stock	(111)	(918)	0	(15,139)	(16,057)		
Net income	0	0	0	23,662	23,662		
Other comprehensive income (loss)	0	0	(437)	0	(437)		
Balance as of March 31, 2024	<u>12,381</u>	<u>\$ 77,913</u>	<u>\$ (4,839)</u>	<u>\$ 219,770</u>	<u>\$ 292,844</u>		

See accompanying notes.

**Alphabet Inc.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in millions; unaudited)

	Three Months Ended	
	March 31,	
	2023	2024
<b>Operating activities</b>		
Net income	\$ 15,051	\$ 23,662
Adjustments:		
Depreciation of property and equipment	2,635	3,413
Stock-based compensation expense	5,284	5,264
Deferred income taxes	(1,854)	419
Loss (gain) on debt and equity securities, net	(84)	(1,781)
Other	1,104	334
Changes in assets and liabilities, net of effects of acquisitions:		
Accounts receivable, net	4,454	3,167
Income taxes, net	4,069	3,011
Other assets	(746)	(1,000)
Accounts payable	(1,105)	(2,124)
Accrued expenses and other liabilities	(4,496)	(5,054)
Accrued revenue share	(602)	(322)
Deferred revenue	(201)	(141)
Net cash provided by operating activities	<u>23,509</u>	<u>28,848</u>
<b>Investing activities</b>		
Purchases of property and equipment	(6,289)	(12,012)
Purchases of marketable securities	(14,227)	(20,684)
Maturities and sales of marketable securities	18,327	24,985
Purchases of non-marketable securities	(626)	(1,206)
Maturities and sales of non-marketable securities	36	313
Acquisitions, net of cash acquired, and purchases of intangible assets	(42)	(61)
Other investing activities	(125)	101
Net cash used in investing activities	<u>(2,946)</u>	<u>(8,564)</u>
<b>Financing activities</b>		
Net payments related to stock-based award activities	(1,989)	(2,929)
Repurchases of stock	(14,557)	(15,696)
Proceeds from issuance of debt, net of costs	6,927	1,982
Repayments of debt	(6,952)	(3,079)
Proceeds from sale of interest in consolidated entities, net	3	8
Net cash used in financing activities	<u>(16,568)</u>	<u>(19,714)</u>
Effect of exchange rate changes on cash and cash equivalents	50	(125)
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>4,045</b>	<b>445</b>
Cash and cash equivalents at beginning of period	21,879	24,048
<b>Cash and cash equivalents at end of period</b>	<b>\$ 25,924</b>	<b>\$ 24,493</b>

See accompanying notes.

**Alphabet Inc.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Unaudited)**

**Note 1. Summary of Significant Accounting Policies****Nature of Operations**

Google was incorporated in California in September 1998 and re-incorporated in the State of Delaware in August 2003. In 2015, we implemented a holding company reorganization, and as a result, Alphabet Inc. ("Alphabet") became the successor issuer to Google.

We generate revenues by delivering relevant, cost-effective online advertising; cloud-based solutions that provide enterprise customers with infrastructure and platform services as well as communication and collaboration tools; sales of other products and services, such as fees received for subscription-based products, apps and in-app purchases, and devices.

**Basis of Consolidation**

The consolidated financial statements of Alphabet include the accounts of Alphabet and entities consolidated under the variable interest and voting models. Intercompany balances and transactions have been eliminated.

**Unaudited Interim Financial Information**

These unaudited interim consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States (GAAP), and in our opinion, include all adjustments of a normal recurring nature necessary for fair financial statement presentation. Interim results are not necessarily indicative of the results to be expected for the full year ending December 31, 2024. We have made estimates and assumptions that affect the amounts reported and disclosed in the financial statements and the accompanying notes. Actual results could differ materially from these estimates.

These consolidated financial statements and other information presented in this Form 10-Q should be read in conjunction with the consolidated financial statements and the related notes included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 filed with the SEC.

**Recent Accounting Pronouncements**

In November 2023, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2023-07 "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures" which expands annual and interim disclosure requirements for reportable segments, primarily through enhanced disclosures about significant segment expenses. ASU 2023-07 is effective for our annual periods beginning January 1, 2024, and for interim periods beginning January 1, 2025, with early adoption permitted. We are currently evaluating the potential effect that the updated standard will have on our financial statement disclosures.

In December 2023, the FASB issued ASU 2023-09 "Income Taxes (Topics 740): Improvements to Income Tax Disclosures" to expand the disclosure requirements for income taxes, specifically related to the rate reconciliation and income taxes paid. ASU 2023-09 is effective for our annual periods beginning January 1, 2025, with early adoption permitted. We are currently evaluating the potential effect that the updated standard will have on our financial statement disclosures.

**Prior Period Reclassifications**

Certain amounts in prior periods have been reclassified to conform with current period presentation.

**Note 2. Revenues****Disaggregated Revenues**

The following table presents revenues disaggregated by type (in millions):

	Three Months Ended		
	March 31,		
	2023	2024	
Google Search & other	\$ 40,359	\$ 46,156	
YouTube ads	6,693	8,090	
Google Network	7,496	7,413	
Google advertising	54,548	61,659	
Google subscriptions, platforms, and devices	7,413	8,739	
Google Services total	61,961	70,398	
Google Cloud	7,454	9,574	
Other Bets	288	495	
Hedging gains (losses)	84	72	
Total revenues	\$ 69,787	\$ 80,539	

The following table presents revenues disaggregated by geography, based on the addresses of our customers (in millions):

	Three Months Ended		
	March 31,		
	2023	2024	
United States	\$ 32,864	47 %	\$ 38,737 48 %
EMEA <sup>(1)</sup>	21,078	30	23,788 30
APAC <sup>(1)</sup>	11,681	17	13,289 16
Other Americas <sup>(1)</sup>	4,080	6	4,653 6
Hedging gains (losses)	84	0	72 0
Total revenues	\$ 69,787	100 %	\$ 80,539 100 %

<sup>(1)</sup> Regions represent Europe, the Middle East, and Africa (EMEA); Asia-Pacific (APAC); and Canada and Latin America ("Other Americas").

**Revenue Backlog**

As of March 31, 2024, we had \$ 72.5 billion of remaining performance obligations ("revenue backlog"), primarily related to Google Cloud. Our revenue backlog represents commitments in customer contracts for future services that have not yet been recognized as revenue. The estimated revenue backlog and timing of revenue recognition for these commitments is largely driven by our ability to deliver in accordance with relevant contract terms and when our customers utilize services. We expect to recognize approximately half of the revenue backlog as revenues over the next 24 months with the remaining to be recognized thereafter. Revenue backlog includes related deferred revenue currently recorded as well as amounts that will be invoiced in future periods, and excludes contracts with an original expected term of one year or less and cancellable contracts.

**Deferred Revenues**

We record deferred revenues when cash payments are received or due in advance of our performance, including amounts which are refundable. Deferred revenues primarily relate to Google Cloud and Google subscriptions, platforms, and devices. Total deferred revenue as of December 31, 2023 was \$5.0 billion, of which \$2.4 billion was recognized as revenues during the three months ended March 31, 2024.

**Note 3. Financial Instruments****Fair Value Measurements*****Investments Measured at Fair Value on a Recurring Basis***

Cash, cash equivalents, and marketable equity securities are measured at fair value and classified within Level 1 and Level 2 in the fair value hierarchy, because we use quoted prices for identical assets in active markets

or inputs that are based upon quoted prices for similar instruments in active markets.

Debt securities are measured at fair value and classified within Level 2 in the fair value hierarchy, because we use quoted market prices to the extent available or alternative pricing sources and models utilizing market observable inputs to determine fair value. For certain marketable debt securities, we have elected the fair value option for which changes in fair value are recorded in OI&E. The fair value option was elected for these securities to align with the unrealized gains and losses from related derivative contracts.

The following tables summarize our cash, cash equivalents, and marketable securities measured at fair value on a recurring basis (in millions):

As of December 31, 2023										
Fair Value Hierarchy			Gross Unrealized Gains		Gross Unrealized Losses		Fair Value		Cash and Cash Equivalents	
	Adjusted Cost									
<b>Fair value changes recorded in other comprehensive income</b>										
Time deposits	Level 2	\$ 2,628	\$ 0	\$ 0	\$ 2,628	\$ 2,628	\$ 0	\$ 0	\$ 0	0
Government bonds	Level 2	38,106	233	(679)	37,660	1,993	35,667			
Corporate debt securities	Level 2	22,457	112	(637)	21,932	0	21,932			
Mortgage-backed and asset-backed securities	Level 2	17,243	88	(634)	16,697	0	16,697			
Total investments with fair value change reflected in other comprehensive income <sup>(1)</sup>		\$ 80,434	\$ 433	\$ (1,950)	\$ 78,917	\$ 4,621	\$ 74,296			
<b>Fair value adjustments recorded in net income</b>										
Money market funds	Level 1				\$ 6,480	\$ 6,480	\$ 0	\$ 0	\$ 0	0
Current marketable equity securities <sup>(2)</sup>	Level 1				4,282	0	4,282			
Mutual funds	Level 2				311	0	311			
Government bonds	Level 2				1,952	347	1,605			
Corporate debt securities	Level 2				3,782	91	3,691			
Mortgage-backed and asset-backed securities	Level 2				2,683	0	2,683			
Total investments with fair value change recorded in net income					\$ 19,490	\$ 6,918	\$ 12,572			
Cash					0	12,509	0			
Total		\$ 80,434	\$ 433	\$ (1,950)	\$ 98,407	\$ 24,048	\$ 86,868			

<sup>(1)</sup> Represents gross unrealized gains and losses for debt securities recorded to accumulated other comprehensive income (AOCI).

<sup>(2)</sup> The long-term portion of marketable equity securities (subject to long-term lock-up restrictions) of \$1.4 billion as of December 31, 2023 is included within other non-current assets.

As of March 31, 2024										
	Fair Value Hierarchy	Adjusted Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Cash and Cash Equivalents	Marketable Securities			
<b>Fair value changes recorded in other comprehensive income</b>										
Time deposits	Level 2	\$ 2,812	\$ 0	\$ 0	\$ 2,812	\$ 2,812	\$ 0			0
Government bonds	Level 2	36,336	88	(595)	35,829	2,724	33,105			
Corporate debt securities	Level 2	22,085	64	(546)	21,603	0	21,603			
Mortgage-backed and asset-backed securities	Level 2	17,018	47	(642)	16,423	0	16,423			
Total investments with fair value change reflected in other comprehensive income <sup>(1)</sup>		\$ 78,251	\$ 199	\$ (1,783)	\$ 76,667	\$ 5,536	\$ 71,131			
<b>Fair value adjustments recorded in net income</b>										
Money market funds	Level 1				\$ 6,890	\$ 6,890	\$ 0			0
Current marketable equity securities <sup>(2)</sup>	Level 1				3,998	0	3,998			
Mutual funds	Level 2				278	0	278			
Government bonds	Level 2				1,965	158	1,807			
Corporate debt securities	Level 2				3,772	80	3,692			
Mortgage-backed and asset-backed securities	Level 2				2,691	0	2,691			
Total investments with fair value change recorded in net income					\$ 19,594	\$ 7,128	\$ 12,466			
<b>Cash</b>					0	11,829	0			
<b>Total</b>		<b>\$ 78,251</b>	<b>\$ 199</b>	<b>\$ (1,783)</b>	<b>\$ 96,261</b>	<b>\$ 24,493</b>	<b>\$ 83,597</b>			

<sup>(1)</sup> Represents gross unrealized gains and losses for debt securities recorded to AOCI.

<sup>(2)</sup> The long-term portion of marketable equity securities (subject to long-term lock-up restrictions) of \$1.4 billion as of March 31, 2024 is included within other non-current assets.

#### Investments Measured at Fair Value on a Nonrecurring Basis

Our non-marketable equity securities are investments in privately held companies without readily determinable market values. The carrying value of our non-marketable equity securities is adjusted to fair value upon observable transactions for identical or similar investments of the same issuer or impairment. Non-marketable equity securities that have been remeasured during the period based on observable transactions are classified within Level 2 or Level 3 in the fair value hierarchy. Non-marketable equity securities that have been remeasured due to impairment are classified within Level 3. Our valuation methods include option pricing models, market comparable approach, and common stock equivalent method, which may include a combination of the observable transaction price at the transaction date and other unobservable inputs including volatility, expected time to exit, risk free rate, and the rights, and obligations of the securities we hold. These inputs significantly vary based on investment type.

As of March 31, 2024, the carrying value of our non-marketable equity securities was \$ 31.4 billion, of which \$13.6 billion were remeasured at fair value during the three months ended March 31, 2024 and primarily classified within Level 2 of the fair value hierarchy at the time of measurement.

**Debt Securities**

The following table summarizes the estimated fair value of investments in available-for-sale marketable debt securities by effective contractual maturity dates (in millions):

	As of March 31, 2024
Due in 1 year or less	\$ 8,551
Due in 1 year through 5 years	42,755
Due in 5 years through 10 years	13,972
Due after 10 years	14,043
<b>Total</b>	<b>\$ 79,321</b>

The following tables present fair values and gross unrealized losses recorded to AOCI, aggregated by investment category and the length of time that individual securities have been in a continuous loss position (in millions):

	As of December 31, 2023					
	Less than 12 Months		12 Months or Greater		Total	
	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss
Government bonds	\$ 1,456	\$ (22)	\$ 13,897	\$ (657)	\$ 15,353	\$ (679)
Corporate debt securities	827	(5)	15,367	(592)	16,194	(597)
Mortgage-backed and asset-backed securities	2,945	(26)	7,916	(608)	10,861	(634)
<b>Total</b>	<b>\$ 5,228</b>	<b>\$ (53)</b>	<b>\$ 37,180</b>	<b>\$ (1,857)</b>	<b>\$ 42,408</b>	<b>\$ (1,910)</b>

	As of March 31, 2024					
	Less than 12 Months		12 Months or Greater		Total	
	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss
Government bonds	\$ 14,539	\$ (116)	\$ 9,276	\$ (479)	\$ 23,815	\$ (595)
Corporate debt securities	2,653	(8)	13,022	(494)	15,675	(502)
Mortgage-backed and asset-backed securities	4,895	(79)	6,851	(563)	11,746	(642)
<b>Total</b>	<b>\$ 22,087</b>	<b>\$ (203)</b>	<b>\$ 29,149</b>	<b>\$ (1,536)</b>	<b>\$ 51,236</b>	<b>\$ (1,739)</b>

We determine realized gains or losses on the sale or extinguishment of debt securities on a specific identification method. The following table summarizes gains and losses for debt securities, reflected as a component of OI&E (in millions):

	Three Months Ended March 31,		
	2023		2024
	Unrealized gain (loss)	Realized gain (loss)	Unrealized gain (loss)
Unrealized gain (loss) on fair value option debt securities	\$ 145	\$ (46)	\$ (46)
Gross realized gain on debt securities	57	68	68
Gross realized loss on debt securities	(492)	(480)	(480)
(Increase) decrease in allowance for credit losses	(3)	(4)	(4)
<b>Total gain (loss) on debt securities recognized in other income (expense), net</b>	<b>\$ (293)</b>	<b>\$ (462)</b>	<b>\$ (462)</b>

## Equity Investments

The carrying value of equity securities is measured as the total initial cost plus the cumulative net gain (loss). Gains and losses, including impairments, are included as a component of OI&E in the Consolidated Statements of Income. See Note 6 for further details on OI&E.

The carrying values for marketable and non-marketable equity securities are summarized below (in millions):

	As of December 31, 2023			As of March 31, 2024		
	Marketable Equity Securities	Non-Marketable Equity Securities	Total	Marketable Equity Securities	Non-Marketable Equity Securities	Total
	Total initial cost	\$ 5,418	\$ 17,616	\$ 23,034	\$ 5,083	\$ 18,505
Cumulative net gain (loss) <sup>(1)</sup>	555	11,150	11,705	570	12,925	13,495
Carrying value	\$ 5,973	\$ 28,766	\$ 34,739	\$ 5,653	\$ 31,430	\$ 37,083

<sup>(1)</sup> Non-marketable equity securities cumulative net gain (loss) is comprised of \$18.1 billion gains and \$6.9 billion losses (including impairments) as of December 31, 2023 and \$20.6 billion gains and \$7.7 billion losses (including impairments) as of March 31, 2024.

## Gains and Losses on Marketable and Non-marketable Equity Securities

Gains and losses (including impairments), net, for marketable and non-marketable equity securities included in OI&E are summarized below (in millions):

	Three Months Ended		
	March 31,		
	2023	2024	
Realized net gain (loss) on equity securities sold during the period	\$ 15	95	
Realized net gain (loss) on marketable equity securities	51	164	
Realized net gain (loss) on non-marketable equity securities <sup>(1)</sup>	221	1,984	
Total gain (loss) on equity securities in other income (expense), net	\$ 357	2,243	

<sup>(1)</sup> Unrealized gain (loss) on non-marketable equity securities accounted for under the measurement alternative is comprised of \$15 million and \$2.8 billion of upward adjustments and \$694 million and \$814 million of downward adjustments (including impairments) for the three months ended March 31, 2023 and 2024 respectively.

In the table above, realized net gain (loss) on equity securities sold during the period reflects the difference between the sale proceeds and the carrying value of the equity securities at the beginning of the period or the purchase date, if later.

Cumulative net gains (losses) on equity securities sold during the period, which is summarized in the following table (in millions), represents the total net gains (losses) recognized after the initial purchase date of the equity security sold during the period. While these net gains (losses) may have been reflected in periods prior to the period of sale, we believe they are important supplemental information as they reflect the economic net gains (losses) on the securities sold during the period. Cumulative net gains (losses) are calculated as the difference between the sale price and the initial purchase price for the equity security sold during the period.

	Equity Securities Sold		
	Three Months Ended		
	March 31,	2023	2024
Total sale price	\$ 312	\$ 1,090	
Total initial cost	211	661	
Cumulative net gains (losses)	\$ 101	\$ 429	

## Equity Securities Accounted for Under the Equity Method

As of December 31, 2023 and March 31, 2024, equity securities accounted for under the equity method had a carrying value of approximately \$ 1.7 billion and \$2.0 billion, respectively. Our share of gains and losses, including impairments, are included as a component of OI&E, in the Consolidated Statements of Income. See Note 6 for further details on OI&E.

## **Derivative Financial Instruments**

We use derivative instruments to manage risks relating to our ongoing business operations. The primary risk managed is foreign exchange risk. We use foreign currency contracts to reduce the risk that our cash flows, earnings, and investment in foreign subsidiaries will be adversely affected by foreign currency exchange rate fluctuations. We also enter into derivative instruments to partially offset our exposure to other risks and enhance investment returns.

We recognize derivative instruments in the Consolidated Balance Sheets at fair value and classify the derivatives primarily within Level 2 in the fair value hierarchy. We present our collar contracts (an option strategy comprised of a combination of purchased and written options) at net fair values and present all other derivatives at gross fair values. The accounting treatment for derivatives is based on the intended use and hedge designation.

### **Cash Flow Hedges**

We designate foreign currency forward and option contracts (including collars) as cash flow hedges to hedge certain forecasted revenue transactions denominated in currencies other than the United States (U.S.) dollar. These contracts have maturities of 24 months or less.

Cash flow hedge amounts included in the assessment of hedge effectiveness are deferred in AOCI and subsequently reclassified to revenue when the hedged item is recognized in earnings. We exclude forward points and time value from our assessment of hedge effectiveness and amortize them on a straight-line basis over the life of the hedging instrument in revenues. The difference between fair value changes of the excluded component and the amount amortized to revenues is recorded in AOCI.

As of March 31, 2024, the net accumulated gain on our foreign currency cash flow hedges before tax effect was \$ 128 million, which is expected to be reclassified from AOCI into revenues within the next 12 months.

### **Fair Value Hedges**

We designate foreign currency forward contracts as fair value hedges to hedge foreign currency risks for our marketable securities denominated in currencies other than the U.S. dollar. Fair value hedge amounts included in the assessment of hedge effectiveness are recognized in OI&E, along with the offsetting gains and losses of the related hedged items. We exclude forward points from the assessment of hedge effectiveness and recognize changes in the excluded component in OI&E.

### **Net Investment Hedges**

We designate foreign currency forward contracts as net investment hedges to hedge the foreign currency risks related to our investment in foreign subsidiaries. Net investment hedge amounts included in the assessment of hedge effectiveness are recognized in AOCI along with the foreign currency translation adjustment. We exclude forward points from the assessment of hedge effectiveness and recognize changes in the excluded component in OI&E.

### **Other Derivatives**

We enter into foreign currency forward and option contracts that are not designated as hedging instruments to hedge intercompany transactions and other monetary assets or liabilities denominated in currencies other than the functional currency of a subsidiary. Gains and losses on these derivatives that are not designated as accounting hedges are primarily recorded in OI&E along with the foreign currency gains and losses on monetary assets and liabilities.

We also use derivatives not designated as hedging instruments to manage risks relating to interest rates, commodity prices, and credit exposures, and to enhance investment returns. From time to time, we enter into derivatives to hedge the market price risk on certain of our marketable equity securities. Gains and losses arising from other derivatives are primarily reflected within the "other" component of OI&E. See Note 6 for further details.

The gross notional amounts of outstanding derivative instruments were as follows (in millions):

	As of December 31, 2023	As of March 31, 2024
<b>Derivatives designated as hedging instruments:</b>		
Foreign exchange contracts		
Cash flow hedges	\$ 18,039	\$ 17,726
Fair value hedges	\$ 2,065	\$ 1,847
Net investment hedges	\$ 9,472	\$ 9,321
<b>Derivatives not designated as hedging instruments:</b>		
Foreign exchange contracts <sup>(1)</sup>	\$ 39,722	\$ 107,978
Other contracts	\$ 10,818	\$ 10,902

<sup>(1)</sup> The gross notional amounts of these derivative instruments as of March 31, 2024 reflect a rollover in timing of settlement into our second quarter as a result of a holiday market closure.

The fair values of outstanding derivative instruments were as follows (in millions):

	As of December 31, 2023		As of March 31, 2024	
	Assets <sup>(1)</sup>	Liabilities <sup>(2)</sup>	Assets <sup>(1)</sup>	Liabilities <sup>(2)</sup>
<b>Derivatives designated as hedging instruments:</b>				
Foreign exchange contracts	\$ 205	\$ 242	\$ 150	\$ 125
<b>Derivatives not designated as hedging instruments:</b>				
Foreign exchange contracts	134	156	317	221
Other contracts	114	47	164	40
Total derivatives not designated as hedging instruments	248	203	481	261
<b>Total</b>	<b>\$ 453</b>	<b>\$ 445</b>	<b>\$ 631</b>	<b>\$ 386</b>

<sup>(1)</sup> Derivative assets are recorded as other current and non-current assets in the Consolidated Balance Sheets.

<sup>(2)</sup> Derivative liabilities are recorded as accrued expenses and other liabilities, current and non-current in the Consolidated Balance Sheets.

The gains (losses) on derivatives in cash flow hedging and net investment hedging relationships recognized in other comprehensive income (OCI) are summarized below (in millions):

	Three Months Ended	
	March 31,	
	2023	2024
<b>Derivatives in cash flow hedging relationship:</b>		
Foreign exchange contracts		
Amount included in the assessment of effectiveness	\$ (138)	\$ 155
Amount excluded from the assessment of effectiveness	47	58
<b>Derivatives in net investment hedging relationship:</b>		
Foreign exchange contracts		
Amount included in the assessment of effectiveness	(215)	82
<b>Total</b>	<b>\$ (306)</b>	<b>\$ 295</b>

The table below presents the gains (losses) of our derivatives on the Consolidated Statements of Income: (in millions):

	Three Months Ended March 31, 2024					
	2023		2024		Revenues	Other income (expense), net
	Revenues	Other income (expense), net	Revenues	Other income (expense), net		
Total amounts in the Consolidated Statements of Income	\$ 69,787	\$ 790	\$ 80,539	\$ 2,843		
<b>Effect of cash flow hedges:</b>						
Foreign exchange contracts						
Amount reclassified from AOCI to income	\$ 88	\$ 0	\$ 74	\$ 0		
Amount excluded from the assessment of effectiveness (amortized)	(4)	0	(2)	0		
<b>Effect of fair value hedges:</b>						
Foreign exchange contracts						
Hedged items	0	32	0	(16)		
Derivatives designated as hedging instruments	0	(32)	0	15		
Amount excluded from the assessment of effectiveness	0	5	0	3		
<b>Effect of net investment hedges:</b>						
Foreign exchange contracts						
Amount excluded from the assessment of effectiveness	0	51	0	36		
<b>Effect of non designated hedges:</b>						
Foreign exchange contracts						
0	30	0	21			
Other contracts	0	3	0	76		
Total gains (losses)	<u>\$ 84</u>	<u>\$ 89</u>	<u>\$ 72</u>	<u>\$ 135</u>		

#### Offsetting of Derivatives

We enter into master netting arrangements and collateral security arrangements to reduce credit risk. Cash collateral received related to derivative instruments under our collateral security arrangements are included in other current assets with a corresponding liability. Cash and non-cash collateral pledged related to derivative instruments under our collateral security arrangements are included in other current assets.

The gross amounts of derivative instruments subject to master netting arrangements with various counterparties, and cash and non-cash collateral received and pledged under such agreements were as follows (in millions):

	As of December 31, 2023					
	Gross Amounts Not Offset in the Consolidated Balance Sheets, but Have Legal Rights to Offset					
	Gross Amounts		Net Amounts		Cash and Non-Cash Collateral	
	Gross Amounts	Offset in the Consolidated Balance Sheets	Presented in the Consolidated Balance Sheets	Financial Instruments <sup>(1)</sup>	Received or Pledged	Net Amounts
	Gross Amounts Recognized					
Derivatives assets	\$ 535	\$ (82)	\$ 453	\$ (213)	\$ (75)	\$ 165
Derivatives liabilities	\$ 527	\$ (82)	\$ 445	\$ (213)	\$ (16)	\$ 216

As of March 31, 2024

	Gross Amounts Not Offset in the Consolidated Balance Sheets, but Have Legal Rights to Offset					
	Gross Amounts		Net Amounts		Cash and Non-Cash Collateral	
	Gross Amounts Recognized	Offset in the Consolidated Balance Sheets	Presented in the Consolidated Balance Sheets	Financial Instruments <sup>(1)</sup>	Received or Pledged	Net Amounts
Derivatives assets	\$ 705	\$ (74)	\$ 631	\$ (179)	\$ (264)	\$ 188
Derivatives liabilities	\$ 460	\$ (74)	\$ 386	\$ (179)	\$ (9)	\$ 198

<sup>(1)</sup> The balances as of December 31, 2023 and March 31, 2024 were related to derivatives allowed to be net settled in accordance with our master netting agreements.

#### Note 4. Variable Interest Entities (VIE)

##### Consolidated VIEs

We consolidate VIEs in which we hold a variable interest and are the primary beneficiary. The results of operations and financial position of these VIEs are included in our consolidated financial statements.

For certain consolidated VIEs, their assets are not available to us, and their creditors do not have recourse to us. As of December 31, 2023 and March 31, 2024, assets that can only be used to settle obligations of these VIEs were \$4.9 billion and \$4.1 billion, respectively, and the liabilities for which creditors only have recourse to the VIEs were \$2.5 billion and \$2.2 billion, respectively. We may continue to fund ongoing operations of certain VIEs that are included within Other Bets.

Total noncontrolling interests (NCI) in our consolidated subsidiaries were \$ 3.4 billion and \$3.2 billion as of December 31, 2023 and March 31, 2024, respectively, of which \$1.1 billion and \$1.0 billion is redeemable noncontrolling interest (RNCI) as of December 31, 2023 and March 31, 2024, respectively. NCI and RNCI are included within additional paid-in capital. Net loss attributable to noncontrolling interests was not material for any period presented and is included within the "other" component of OI&E. See Note 6 for further details on OI&E.

##### Unconsolidated VIEs

We have investments in VIEs in which we are not the primary beneficiary. These VIEs include private companies that are primarily early stage companies and certain renewable energy entities in which activities involve power generation using renewable sources.

We have determined that the governance structures of these entities do not allow us to direct the activities that would significantly affect their economic performance. Therefore, we are not the primary beneficiary, and the results of operations and financial position of these VIEs are not included in our consolidated financial statements. We account for these investments primarily as non-marketable equity securities or equity method investments.

The maximum exposure of these unconsolidated VIEs is generally based on the current carrying value of the investments and any future funding commitments. The maximum exposure and carrying value of these unconsolidated VIEs were \$5.7 billion and \$4.0 billion, respectively, as of December 31, 2023 and \$6.9 billion and \$5.3 billion, respectively, as of March 31, 2024. The difference between the maximum exposure and the carrying value relates primarily to future funding commitments.

#### Note 5. Debt

##### Short-Term Debt

We have a debt financing program of up to \$10.0 billion through the issuance of commercial paper. Net proceeds from this program are used for general corporate purposes. We had no commercial paper outstanding as of December 31, 2023 and March 31, 2024.

Our short-term debt balance also includes the current portion of certain long-term debt.

## Long-Term Debt

Total outstanding debt is summarized below (in millions, except percentages):

	Maturity	Coupon Rate	Effective Interest Rate	As of December 31, 2023	As of March 31, 2024
<b>Debt</b>					
2016-2020 Notes issuances	2025 - 2060	0.45% - 2.25%	0.57% - 2.33%	\$ 13,000	\$ 12,000
Future finance lease payments, net and other <sup>(1)</sup>				1,746	1,672
<b>Total debt</b>				14,746	13,672
Unamortized discount and debt issuance costs				(130)	(127)
Less: Current portion of long-term notes <sup>(2)</sup>				(1,000)	0
Less: Current portion of future finance lease payments, net and other current debt <sup>(1)(2)</sup>				(363)	(317)
<b>Total long-term debt</b>				\$ 13,253	\$ 13,228

(1) Future finance lease payments are net of imputed interest.

(2) Total current portion of long-term debt is included within other accrued expenses and current liabilities. See Note 6 for further details.

The notes in the table above are fixed-rate senior unsecured obligations and rank equally with each other. We may redeem the notes at any time in whole or in part at specified redemption prices. The effective interest rates are based on proceeds received with interest payable semi-annually.

The total estimated fair value of the outstanding notes was approximately \$ 10.3 billion and \$9.0 billion as of December 31, 2023 and March 31, 2024, respectively. The fair value was determined based on observable market prices of identical instruments in less active markets and is categorized accordingly as Level 2 in the fair value hierarchy.

## Credit Facility

As of March 31, 2024, we had \$10.0 billion of revolving credit facilities, of which \$4.0 billion expires in April 2024 and \$6.0 billion expires in April 2028. In April 2024, we entered into a new \$ 4.0 billion revolving credit facility expiring in April 2025. The interest rates for all credit facilities are determined based on a formula using certain market rates, as well as our progress toward the achievement of certain sustainability goals. No amounts were outstanding under the credit facilities as of December 31, 2023 and March 31, 2024.

## Note 6. Supplemental Financial Statement Information

### Accounts Receivable

The allowance for credit losses on accounts receivable was \$771 million and \$745 million as of December 31, 2023 and March 31, 2024, respectively.

### Property and Equipment, Net

Property and equipment, net, consisted of the following (in millions):

	As of December 31, 2023	As of March 31, 2024
Land and buildings	\$ 74,083	\$ 77,421
Information technology assets	80,594	85,976
Construction in progress	35,229	37,679
Leasehold improvements	11,425	11,576
Furniture and fixtures	472	534
Property and equipment, gross	201,803	213,186
Less: accumulated depreciation	(67,458)	(70,004)
<b>Property and equipment, net</b>	<b>\$ 134,345</b>	<b>\$ 143,182</b>

#### Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following (in millions):

	As of December 31, 2023	As of March 31, 2024
European Commission fines <sup>(1)</sup>	\$ 9,525	\$ 9,475
Accrued purchases of property and equipment	4,679	5,666
Accrued customer liabilities	4,140	4,355
Current operating lease liabilities	2,791	2,874
Income taxes payable, net	2,748	4,926
Other accrued expenses and current liabilities	22,285	21,307
<b>Accrued expenses and other current liabilities</b>	<b>\$ 46,168</b>	<b>\$ 48,603</b>

(1) While each European Commission (EC) decision is under appeal, the fines are included in accrued expenses and other current liabilities on our Consolidated Balance Sheets, as we provided bank guarantees (in lieu of a cash payment) for the fines. Amounts include the effects of foreign exchange and interest. See Note 8 for further details.

#### Accumulated Other Comprehensive Income (Loss)

Components of AOCI, net of income tax, were as follows (in millions):

	Foreign Currency Translation Adjustments	Unrealized Gains (Losses) on Available- for-Sale Investments	Unrealized Gains (Losses) on Cash Flow Hedges	Total
Balance as of December 31, 2022	\$ (4,142)	\$ (3,477)	\$ 16	\$ (7,603)
Other comprehensive income (loss) before reclassifications	596	866	(121)	1,341
Amounts excluded from the assessment of hedge effectiveness recorded in AOCI	0	0	47	47
Amounts reclassified from AOCI	0	292	(77)	215
<b>Other comprehensive income (loss)</b>	<b>596</b>	<b>1,158</b>	<b>(151)</b>	<b>1,603</b>
Balance as of March 31, 2023	<b>\$ (3,546)</b>	<b>\$ (2,319)</b>	<b>\$ (135)</b>	<b>\$ (6,000)</b>

	Foreign Currency Translation Adjustments	Unrealized Gains (Losses) on Available-for-Sale Investments	Unrealized Gains (Losses) on Cash Flow Hedges	Total
Balance as of December 31, 2023	\$ (3,407)	\$ (965)	\$ (30)	\$ (4,402)
Other comprehensive income (loss) before reclassifications	(503)	(360)	128	(735)
Amounts excluded from the assessment of hedge effectiveness recorded in AOCI	0	0	58	58
Amounts reclassified from AOCI	0	311	(71)	240
<b>Other comprehensive income (loss)</b>	<b>(503)</b>	<b>(49)</b>	<b>115</b>	<b>(437)</b>
Balance as of March 31, 2024	<b>\$ (3,910)</b>	<b>\$ (1,014)</b>	<b>\$ 85</b>	<b>\$ (4,839)</b>

The effects on net income of amounts reclassified from AOCI were as follows (in millions):

AOCI Components	Location	Three Months Ended	
		March 31, 2023	2024
Unrealized gains (losses) on available-for-sale investments			
Other income (expense), net		\$ (374)	\$ (399)
Benefit (provision) for income taxes		82	88
Net of income tax		(292)	(311)
Unrealized gains (losses) on cash flow hedges			
Foreign exchange contracts	Revenue	88	74
Interest rate contracts	Other income (expense), net	2	1
Benefit (provision) for income taxes		(13)	(4)
Net of income tax		77	71
Total amount reclassified, net of income tax		\$ (215)	\$ (240)

#### Other Income (Expense), Net

Components of OI&E were as follows (in millions):

	Three Months Ended	
	March 31, 2023	2024
Interest income	\$ 797	\$ 1,061
Interest expense <sup>(1)</sup>	(80)	(94)
Foreign currency exchange gain (loss), net	(210)	(238)
Gain (loss) on debt securities, net	(293)	(462)
Gain (loss) on equity securities, net	377	2,243
Performance fees	118	104
Income (loss) and impairment from equity method investments, net	(51)	(26)
Other	132	255
Other income (expense), net	\$ 790	\$ 2,843

<sup>(1)</sup> Interest expense is net of interest capitalized of \$40 million and \$43 million for the three months ended March 31, 2023 and 2024, respectively.

#### Note 7. Goodwill

##### Goodwill

Changes in the carrying amount of goodwill for the three months ended March 31, 2024 were as follows (in millions):

	Google Services	Google Cloud	Other Bets	Total
Balance as of December 31, 2023	\$ 21,118	\$ 7,199	\$ 881	\$ 29,198
Acquisitions	9	0	0	9
Foreign currency translation and other adjustments	(22)	(2)	0	(24)
Balance as of March 31, 2024	\$ 21,105	\$ 7,197	\$ 881	\$ 29,183

#### Note 8. Commitments and Contingencies

##### Commitments

We have content licensing agreements with future fixed or minimum guaranteed commitments of \$ 10.1 billion as of March 31, 2024, of which the majority is paid quarterly through the first quarter of 2030.

## **Indemnifications**

In the normal course of business, including to facilitate transactions in our services and products and corporate activities, we indemnify certain parties, including advertisers, Google Network partners, distribution partners, customers of Google Cloud offerings, lessors, and service providers with respect to certain matters. We have agreed to defend and/or hold certain parties harmless against losses arising from a breach of representations or covenants, or out of intellectual property infringement or other claims made against certain parties. Several of these agreements limit the time within which an indemnification claim can be made and the amount of the claim. In addition, we have entered into indemnification agreements with our officers and directors, and our bylaws contain similar indemnification obligations to our agents.

It is not possible to make a reasonable estimate of the maximum potential amount under these indemnification agreements due to the unique facts and circumstances involved in each particular agreement. Additionally, the payments we have made under such agreements have not had a material adverse effect on our results of operations, cash flows, or financial position. However, to the extent that valid indemnification claims arise in the future, future payments by us could be significant and could have a material adverse effect on our results of operations or cash flows in a particular period.

As of March 31, 2024, we did not have any material indemnification claims that were probable or reasonably possible.

## **Legal Matters**

We record a liability when we believe that it is probable that a loss has been incurred, and the amount can be reasonably estimated. If we determine that a loss is reasonably possible and the loss or range of loss can be estimated, we disclose the reasonably possible loss. We evaluate developments in our legal matters that could affect the amount of liability that has been previously accrued, and the matters and related reasonably possible losses disclosed, and make adjustments as appropriate.

Certain outstanding matters seek speculative, substantial or indeterminate monetary amounts, substantial changes to our business practices and products, or structural remedies. Significant judgment is required to determine both the likelihood of there being a loss and the estimated amount of a loss related to such matters, and we may be unable to estimate the reasonably possible loss or range of losses. The outcomes of outstanding legal matters are inherently unpredictable and subject to significant uncertainties, and could, either individually or in aggregate, have a material adverse effect.

We expense legal fees in the period in which they are incurred.

## **Antitrust Matters**

On November 30, 2010, the EC's Directorate General for Competition opened an investigation into various antitrust-related complaints against us.

- On June 27, 2017, the EC announced its decision that certain actions taken by Google regarding its display and ranking of shopping search results and ads infringed European competition law. The EC decision imposed a €2.4 billion (\$2.7 billion as of June 27, 2017) fine. On September 11, 2017, we appealed the EC decision to the General Court, and on September 27, 2017, we implemented product changes to bring shopping ads into compliance with the EC's decision. We recognized a charge of \$2.7 billion for the fine in the second quarter of 2017. On November 10, 2021, the General Court rejected our appeal, and we subsequently filed an appeal with the European Court of Justice on January 20, 2022.
- On July 18, 2018, the EC announced its decision that certain provisions in Google's Android-related distribution agreements infringed European competition law. The EC decision imposed a €4.3 billion (\$5.1 billion as of June 30, 2018) fine and directed the termination of the conduct at issue. On October 9, 2018, we appealed the EC decision, and on October 29, 2018, we implemented changes to certain of our Android distribution practices. On September 14, 2022, the General Court reduced the fine from €4.3 billion to €4.1 billion. We subsequently filed an appeal with the European Court of Justice. In 2018, we recognized a charge of \$5.1 billion for the fine, which we reduced by \$ 217 million in 2022.
- On March 20, 2019, the EC announced its decision that certain contractual provisions in agreements that Google had with AdSense for Search partners infringed European competition law. The EC decision imposed a fine of €1.5 billion (\$1.7 billion as of March 20, 2019) and directed actions related to AdSense for Search partners' agreements, which we implemented prior to the decision. On June 4, 2019, we appealed the EC decision. We recognized a charge of \$1.7 billion for the fine in the first quarter of 2019.

In addition, on July 7, 2021, a number of state Attorneys General filed an antitrust complaint in the U.S. District Court for the Northern District of California, alleging that Google's operation of Android and Google Play violated U.S. antitrust laws and state antitrust and consumer protection laws. In September 2023, we reached a settlement in principle with 50 state Attorneys General and three territories. The U.S. District Court subsequently vacated the trial date with the states, and we expect any final approval of the settlement would come in 2024.

In December 2023, a California jury delivered a verdict in a similar lawsuit in *Epic Games v. Google*. The jury found that Google violated antitrust laws related to Google Play's business. Epic did not seek monetary damages. The presiding judge will determine non-monetary remedies in 2024, and the range of potential remedies vary widely. We plan to appeal.

From time to time we are subject to formal and informal inquiries and investigations on various competition matters by regulatory authorities in the U.S., Europe, and other jurisdictions globally. Examples, for which given their nature we cannot estimate a possible loss include:

- In August 2019, we began receiving civil investigative demands from the U.S. Department of Justice (DOJ) requesting information and documents relating to our prior antitrust investigations and certain aspects of our business. The DOJ and a number of state Attorneys General filed a lawsuit in the U.S. District Court for the District of Columbia on October 20, 2020 alleging that Google violated U.S. antitrust laws relating to Search and Search advertising. The trial ended on November 16, 2023, and we expect a decision in 2024. Further, in June 2022, the Australian Competition and Consumer Commission (ACCC) and the United Kingdom's Competition and Markets Authority (CMA) each opened an investigation into Search distribution practices.
- On December 16, 2020, a number of state Attorneys General filed an antitrust complaint in the U.S. District Court for the Eastern District of Texas, alleging that Google violated U.S. antitrust laws as well as state deceptive trade laws relating to its advertising technology, and a trial is scheduled for March 2025. Additionally, on January 24, 2023, the DOJ, along with a number of state Attorneys General, filed an antitrust complaint in the U.S. District Court for the Eastern District of Virginia alleging that Google's digital advertising technology products violate U.S. antitrust laws, and on April 17, 2023, a number of additional state Attorneys General joined the complaint. A trial is scheduled for September 2024. The EC, the CMA, and the ACCC each opened a formal investigation into Google's advertising technology business practices on June 22, 2021, May 25, 2022, and June 29, 2022, respectively. On June 14, 2023, the EC issued a Statement of Objections (SO) informing Google of its preliminary view that Google violated European antitrust laws relating to its advertising technology. We responded to the SO on December 1, 2023.
- In May 2022, the EC and the CMA each opened investigations into Google Play's business practices. Korean regulators are investigating Google Play's billing practices, including a formal review in May 2022 of Google's compliance with the new app store billing regulations.

We believe we have strong arguments against these claims and will defend ourselves vigorously. We continue to cooperate with federal and state regulators in the U.S., the EC, and other regulators around the world.

#### **Privacy Matters**

We are subject to a number of privacy-related laws and regulations, and we currently are party to a number of privacy investigations and lawsuits ongoing in multiple jurisdictions. For example, there are ongoing investigations and litigation in the U.S. and the European Union, including those relating to our collection and use of location information and advertising practices, which could result in significant fines, judgments, and product changes.

#### **Patent and Intellectual Property Claims**

We have had patent, copyright, trade secret, and trademark infringement lawsuits filed against us claiming that certain of our products, services, and technologies infringe others' intellectual property rights. Adverse results in these lawsuits may include awards of substantial monetary damages, costly royalty or licensing agreements, or orders preventing us from offering certain features, functionalities, products, or services. As a result, we may have to change our business practices and develop non-infringing products or technologies, which could result in a loss of revenues for us and otherwise harm our business. In addition, the U.S. International Trade Commission (ITC) has increasingly become an important forum to litigate intellectual property disputes because an ultimate loss in an ITC action can result in a prohibition on importing infringing products into the U.S. Because the U.S. is an important market, a prohibition on importation could have an adverse effect on us, including preventing us from importing many important products into the U.S. or necessitating workarounds that may limit certain features of our products.

Furthermore, many of our agreements with our customers and partners require us to indemnify them against certain intellectual property infringement claims, which would increase our costs as a result of defending such claims, and may require that we pay significant damages if there were an adverse ruling in any such claims. In addition, our customers and partners may discontinue the use of our products, services, and technologies, as a result of injunctions or otherwise, which could result in loss of revenues and adversely affect our business.

#### **Other**

We are subject to claims, lawsuits, regulatory and government investigations, other proceedings, and consent orders involving competition, intellectual property, data security, tax and related compliance, labor and employment, commercial disputes, content generated by our users, goods and services offered by advertisers or publishers using our platforms, personal injury, consumer protection, and other matters. For example, we periodically have data incidents that we report to relevant regulators as required by law. Such claims, consent orders, lawsuits, regulatory and government investigations, and other proceedings could result in substantial fines and penalties, injunctive relief, ongoing monitoring and auditing obligations, changes to our products and services, alterations to our business models and operations, and collateral related civil litigation or other adverse consequences, all of which could harm our business, reputation, financial condition, and operating results.

We have ongoing legal matters relating to Russia. For example, civil judgments that include compounding penalties have been imposed upon us in connection with disputes regarding the termination of accounts, including those of sanctioned parties. We do not believe these ongoing legal matters will have a material adverse effect.

#### **Non-Income Taxes**

We are under audit by various domestic and foreign tax authorities with regards to non-income tax matters. The subject matter of non-income tax audits primarily arises from disputes on the tax treatment and tax rate applied to the sale of our products and services in these jurisdictions and the tax treatment of certain employee benefits. We accrue non-income taxes that may result from examinations by, or any negotiated agreements with, these tax authorities when a loss is probable and reasonably estimable. If we determine that a loss is reasonably possible and the loss or range of loss can be estimated, we disclose the reasonably possible loss. Due to the inherent complexity and uncertainty of these matters and judicial process in certain jurisdictions, the final outcome may be materially different from our expectations.

See Note 12 for information regarding income tax contingencies.

#### **Note 9. Stockholders' Equity**

##### **Share Repurchases**

During the three months ended March 31, 2023 and 2024, we repurchased \$15.1 billion and \$16.1 billion, respectively, of Alphabet's Class A and Class C shares.

In April 2023, the Board of Directors of Alphabet authorized the company to repurchase up to \$ 70.0 billion of its Class A and Class C shares. As of March 31, 2024, \$20.4 billion remained available for Class A and Class C share repurchases. In April 2024, the Board of Directors of Alphabet authorized the company to repurchase up to an additional \$70.0 billion of its Class A and Class C shares.

The following table presents Class A and Class C shares repurchased and subsequently retired (in millions):

	<b>Three Months Ended March 31, 2024</b>	
	<b>Shares</b>	<b>Amount</b>
Class A share repurchases	23	\$ 3,350
Class C share repurchases	88	12,707
<b>Total share repurchases<sup>(1)</sup></b>	<b>111</b>	<b>\$ 16,057</b>

<sup>(1)</sup> Shares repurchased include unsettled repurchases as of March 31, 2024.

Class A and Class C shares are repurchased in a manner deemed in the best interest of the company and its stockholders, taking into account the economic cost and prevailing market conditions, including the relative trading prices and volumes of the Class A and Class C shares. Repurchases are executed from time to time, subject to general business and market conditions and other investment opportunities, through open market purchases or privately negotiated transactions, including through Rule 10b5-1 plans. The repurchase program does not have an expiration date.

## Dividends

On April 25, 2024, the Board of Directors of Alphabet declared a cash dividend of \$ 0.20 per share to be paid on June 17, 2024, to stockholders of record as of June 10, 2024, on each of the company's Class A, Class B, and Class C shares.

The company intends to pay quarterly cash dividends in the future, subject to review and approval by the company's Board of Directors in its sole discretion. In connection with the cash dividend (and any future dividend the company's Board of Directors may declare from time to time), the company will also award dividend equivalent units to holders of all unvested stock units in accordance with the Alphabet Inc. Amended and Restated 2021 Stock Plan and pursuant to each holder's outstanding stock unit grant agreements, as amended.

## Note 10. Net Income Per Share

The following table sets forth the computation of basic and diluted net income per share of Class A, Class B, and Class C stock (in millions, except per share amounts):

	Three Months Ended March 31,					
	2023			2024		
	Class A	Class B	Class C	Class A	Class B	Class C
<b>Basic net income per share:</b>						
Numerator						
Allocation of undistributed earnings	\$ 7,006	\$ 1,040	\$ 7,005	\$ 11,213	\$ 1,656	\$ 10,793
Denominator						
Number of shares used in per share computation	5,949	883	5,949	5,883	869	5,663
Basic net income per share	\$ 1.18	\$ 1.18	\$ 1.18	\$ 1.91	\$ 1.91	\$ 1.91
<b>Diluted net income per share:</b>						
Numerator						
Allocation of undistributed earnings for basic computation	\$ 7,006	\$ 1,040	\$ 7,005	\$ 11,213	\$ 1,656	\$ 10,793
Reallocation of undistributed earnings as a result of conversion of Class B to Class A shares	1,040	0	0	1,656	0	0
Reallocation of undistributed earnings	(27)	(4)	27	(115)	(15)	115
Allocation of undistributed earnings	\$ 8,019	\$ 1,036	\$ 7,032	\$ 12,754	\$ 1,641	\$ 10,908
Denominator						
Number of shares used in basic computation	5,949	883	5,949	5,883	869	5,663
Weighted-average effect of dilutive securities						
Add:						
Conversion of Class B to Class A shares outstanding	883	0	0	869	0	0
Restricted stock units and other contingently issuable shares	0	0	42	0	0	112
Number of shares used in per share computation	6,832	883	5,991	6,752	869	5,775
Diluted net income per share	\$ 1.17	\$ 1.17	\$ 1.17	\$ 1.89	\$ 1.89	\$ 1.89

For the periods presented above, the net income per share amounts are the same for Class A, Class B, and Class C stock because the holders of each class are entitled to equal per share dividends or distributions in liquidation in accordance with the Amended and Restated Certificate of Incorporation of Alphabet Inc.

## Note 11. Compensation Plans

### Stock-Based Compensation

For the three months ended March 31, 2023 and 2024, total stock based compensation (SBC) expense was \$ 5.3 billion, including amounts associated with awards we expect to settle in Alphabet stock of \$5.1 billion, for both periods.

### Stock-Based Award Activities

The following table summarizes the activities for unvested Alphabet restricted stock units (RSUs) for the three months ended March 31, 2024 (in millions, except per share amounts):

	Number of Shares	Weighted- Average Grant-Date Fair Value
Unvested as of December 31, 2023	338	\$ 104.93
Granted	159	\$ 133.43
Vested	(49)	\$ 107.61
Forfeited/canceled	(8)	\$ 106.64
Unvested as of March 31, 2024	<u>440</u>	<u>\$ 114.91</u>

As of March 31, 2024, there was \$48.7 billion of unrecognized compensation cost related to unvested RSUs. This amount is expected to be recognized over a weighted-average period of 2.9 years.

### Note 12. Income Taxes

The following table presents provision for income taxes (in millions, except for effective tax rate):

	Three Months Ended	
	March 31,	2024
	2023	2024
Income before provision for income taxes	\$ 18,205	\$ 28,315
Provision for income taxes	\$ 3,154	\$ 4,653
Effective tax rate	17.3 %	16.4 %

We are subject to income taxes in the U.S. and foreign jurisdictions. Significant judgment is required in evaluating our uncertain tax positions and determining our provision for income taxes. The total amount of gross unrecognized tax benefits was \$9.4 billion and \$10.2 billion, of which \$7.4 billion and \$8.1 billion, if recognized, would affect our effective tax rate, as of December 31, 2023 and March 31, 2024, respectively.

### Note 13. Information about Segments and Geographic Areas

We report our segment results as Google Services, Google Cloud, and Other Bets:

- Google Services includes products and services such as ads, Android, Chrome, devices, Google Maps, Google Play, Search, and YouTube. Google Services generates revenues primarily from advertising; fees received for consumer subscription-based products such as YouTube TV, YouTube Music and Premium, and NFL Sunday Ticket, as well as Google One; the sale of apps and in-app purchases and devices.
- Google Cloud includes infrastructure and platform services, collaboration tools, and other services for enterprise customers. Google Cloud generates revenues primarily from consumption-based fees and subscriptions received for Google Cloud Platform services, Google Workspace communication and collaboration tools, and other enterprise services.
- Other Bets is a combination of multiple operating segments that are not individually material. Revenues from Other Bets are generated primarily from the sale of healthcare-related services and internet services.

Revenues, certain costs, such as costs associated with content and traffic acquisition, certain engineering activities, and devices, as well as certain operating expenses are directly attributable to our segments. Due to the integrated nature of Alphabet, other costs and expenses, such as technical infrastructure and office facilities, are managed centrally at a consolidated level. These costs, including the associated depreciation and impairment, are allocated to operating segments as a service cost generally based on usage, headcount, or revenue.

Certain costs are not allocated to our segments because they represent Alphabet-level activities. These costs primarily include AI-focused shared R&D activities, including development costs of our general AI models; corporate initiatives such as our philanthropic activities; corporate shared costs such as certain finance, human resource, and legal costs, including certain fines and settlements. Charges associated with employee severance and office space reductions during 2023 and employee severance in the first quarter of 2024, were not allocated to our segments. Additionally, hedging gains (losses) related to revenue are not allocated to our segments.

Our operating segments are not evaluated using asset information.

The following table presents information about our segments (in millions):

	Three Months Ended	
	March 31,	
	2023	2024
<b>Revenues:</b>		
Google Services	\$ 61,961	\$ 70,398
Google Cloud	7,454	9,574
Other Bets	288	495
Hedging gains (losses)	84	72
<b>Total revenues</b>	<b>\$ 69,787</b>	<b>\$ 80,539</b>
 <b>Operating income (loss):</b>		
Google Services	\$ 21,737	\$ 27,897
Google Cloud	191	900
Other Bets	(1,225)	(1,020)
Alphabet-level activities	(3,288)	(2,305)
<b>Total income from operations</b>	<b>\$ 17,415</b>	<b>\$ 25,472</b>

See Note 2 for information relating to revenues by geography.

The following table presents long-lived assets by geographic area, which includes property and equipment, net and operating lease assets (in millions):

	As of		As of March 31, 2024
	December 31, 2023	March 31, 2023	
<b>Long-lived assets:</b>			
United States	\$ 110,053	\$ 117,085	
International	38,383	39,865	
<b>Total long-lived assets</b>	<b>\$ 148,436</b>	<b>\$ 156,950</b>	

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Please read the following discussion and analysis of our financial condition and results of operations together with "Note About Forward-Looking Statements" and our consolidated financial statements and related notes included under Item 1 of this Quarterly Report on Form 10-Q as well as our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, including Part I, Item 1A "Risk Factors," as updated in this Quarterly Report on Form 10-Q.

### **Understanding Alphabet's Financial Results**

Alphabet is a collection of businesses — the largest of which is Google. We report Google in two segments, Google Services and Google Cloud; we also report all non-Google businesses collectively as Other Bets. For further details on our segments, see Note 13 of the Notes to Consolidated Financial Statements included in Item 1 of this Quarterly Report on Form 10-Q.

### **Revenues and Monetization Metrics**

We generate revenues by delivering relevant, cost-effective online advertising; cloud-based solutions that provide enterprise customers of all sizes with infrastructure and platform services as well as communication and collaboration tools; sales of other products and services, such as fees received for subscription-based products, apps and in-app purchases, and devices. For additional information on how we recognize revenue, see Note 1 of the Notes to Consolidated Financial Statements included in Part II, Item 8 in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

In addition to the long-term trends and their financial effect on our business discussed in "Trends in Our Business and Financial Effect" in Part II, Item 7 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, fluctuations in our revenues have been and may continue to be affected by a combination of factors, including:

- changes in foreign currency exchange rates;
- changes in pricing, such as those resulting from changes in fee structures, discounts, and customer incentives;
- general economic conditions and various external dynamics, including geopolitical events, regulations, and other measures and their effect on advertiser, consumer, and enterprise spending;
- new product and service launches; and
- seasonality.

Additionally, fluctuations in our revenues generated from advertising ("Google advertising"), revenues from other sources ("Google subscriptions, platforms, and devices revenues"), Google Cloud, and Other Bets revenues have been, and may continue to be, affected by other factors unique to each set of revenues, as described below.

#### **Google Services**

Google Services revenues consist of Google advertising as well as Google subscriptions, platforms, and devices revenues.

#### Google Advertising

Google advertising revenues are comprised of the following:

- Google Search & other, which includes revenues generated on Google search properties (including revenues from traffic generated by search distribution partners who use Google.com as their default search in browsers, toolbars, etc.), and other Google owned and operated properties like Gmail, Google Maps, and Google Play;
- YouTube ads, which includes revenues generated on YouTube properties; and
- Google Network, which includes revenues generated on Google Network properties participating in AdMob, AdSense, and Google Ad Manager.

We use certain metrics to track how well traffic across various properties is monetized as it relates to our advertising revenues: paid clicks and cost-per-click pertain to traffic on Google Search & other properties, while impressions and cost-per-impression pertain to traffic on our Google Network properties.

Paid clicks represent engagement by users and include clicks on advertisements by end-users on Google search properties and other Google owned and operated properties including Gmail, Google Maps, and Google Play. Cost-per-click is defined as click-driven revenues divided by our total number of paid clicks and represents the average amount we charge advertisers for each engagement by users.

Impressions include impressions displayed to users on Google Network properties participating primarily in AdMob, AdSense, and Google Ad Manager. Cost-per-impression is defined as impression-based and click-based revenues divided by our total number of impressions, and represents the average amount we charge advertisers for each impression displayed to users.

As our business evolves, we periodically review, refine, and update our methodologies for monitoring, gathering, and counting the number of paid clicks and the number of impressions, and for identifying the revenues generated by the corresponding click and impression activity.

Fluctuations in our advertising revenues, as well as the change in paid clicks and cost-per-click on Google Search & other properties and the change in impressions and cost-per-impression on Google Network properties and the correlation between these items have been, and may continue to be, affected by factors in addition to the general factors described above, such as:

- advertiser competition for keywords;
- changes in advertising quality, formats, delivery or policy;
- changes in device mix;
- seasonal fluctuations in internet usage, advertising expenditures, and underlying business trends, such as traditional retail seasonality; and
- traffic growth in emerging markets compared to more mature markets and across various verticals and channels.

#### **Google subscriptions, platforms, and devices**

Google subscriptions, platforms, and devices revenues are comprised of the following:

- consumer subscriptions, which primarily include revenues from YouTube services, such as YouTube TV, YouTube Music and Premium, and NFL Sunday Ticket, as well as Google One;
- platforms, which primarily include revenues from Google Play from the sales of apps and in-app purchases;
- devices, which primarily include sales of the Pixel family of devices; and
- other products and services.

Fluctuations in our Google subscriptions, platforms, and devices revenues have been, and may continue to be, affected by factors in addition to the general factors described above, such as changes in customer usage and demand, number of subscribers, and fluctuations in the timing of product launches.

#### **Google Cloud**

Google Cloud revenues are comprised of the following:

- Google Cloud Platform, which generates consumption-based fees and subscriptions for infrastructure, platform, and other services. These services provide access to solutions such as cybersecurity, databases, analytics, and AI offerings including our AI infrastructure, Vertex AI platform, and Gemini for Google Cloud;
- Google Workspace, which includes subscriptions for cloud-based communication and collaboration tools for enterprises, such as Calendar, Gmail, Docs, Drive, and Meet, with integrated features like Gemini for Google Workspace; and
- other enterprise services.

Fluctuations in our Google Cloud revenues have been, and may continue to be, affected by factors in addition to the general factors described above, such as customer usage.

#### **Other Bets**

Revenues from Other Bets are generated primarily from the sale of healthcare-related services and internet services.

## **Costs and Expenses**

Our cost structure has two components: cost of revenues and operating expenses. Our operating expenses include costs related to R&D, sales and marketing, and general and administrative functions. Certain of our costs and expenses, including those associated with the operation of our technical infrastructure as well as components of our operating expenses, are generally less variable in nature and may not correlate to changes in revenue. Additionally, fluctuations in compensation expenses may not directly correlate with changes in headcount, in particular due to annual SBC awards that generally vest over four years.

### **Cost of Revenues**

Cost of revenues is comprised of TAC and other costs of revenues.

- TAC includes:
  - amounts paid to our distribution partners who make available our search access points and services. Our distribution partners include browser providers, mobile carriers, original equipment manufacturers, and software developers; and
  - amounts paid to Google Network partners primarily for ads displayed on their properties.
- Other cost of revenues primarily includes:
  - compensation expense related to our data centers and other operations such as content review and customer and product support;
  - content acquisition costs, which are payments to content providers from whom we license video and other content for distribution on YouTube and Google Play (we pay fees to these content providers based on revenues generated or a flat fee);
  - depreciation expense related to our technical infrastructure; and
  - inventory and other costs related to the devices we sell.

TAC as a percentage of revenues generated from ads placed on Google Network properties are significantly higher than TAC as a percentage of revenues generated from ads placed on Google Search & other properties, because most of the advertiser revenues from ads served on Google Network properties are paid as TAC to our Google Network partners.

### **Operating Expenses**

Operating expenses are generally incurred during our normal course of business, which we categorize as either R&D, sales and marketing, or general and administrative.

The main components of our R&D expenses are:

- compensation expenses for engineering and technical employees responsible for R&D related to our existing and new products and services;
- depreciation; and
- third-party services fees primarily relating to consulting and outsourced services in support of our engineering and product development efforts.

The main components of our sales and marketing expenses are:

- compensation expenses for employees engaged in sales and marketing, sales support, and certain customer service functions; and
- spending relating to our advertising and promotional activities in support of our products and services.

The main components of our general and administrative expenses are:

- compensation expenses for employees in finance, human resources, information technology, legal, and other administrative support functions;
- expenses relating to legal matters, including certain fines and settlements; and
- third-party services fees, including audit, consulting, outside legal, and other outsourced administrative services.

### **Other Income (Expense), Net**

OI&E, net primarily consists of interest income (expense), the effect of foreign currency exchange gains (losses), net gains (losses) and impairment on our marketable and non-marketable securities, performance fees, and income (loss) and impairment from our equity method investments.

For additional information, including how we account for our investments and factors that can drive fluctuations in the value of our investments, see Note 1 of the Notes to Consolidated Financial Statements included in Part II, Item 8 and Item 7A, "Quantitative and Qualitative Disclosures About Market Risk" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 as well as Note 3 of the Notes to Consolidated Financial Statements included in Item 1 of this Quarterly Report on Form 10-Q.

### **Provision for Income Taxes**

Provision for income taxes represents the estimated amount of federal, state, and foreign income taxes incurred in the U.S. and the many jurisdictions in which we operate. The provision includes the effect of reserve provisions and changes to reserves that are considered appropriate as well as the related net interest and penalties.

For additional information, see Note 1 of the Notes to Consolidated Financial Statements included in Part II, Item 8 in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 as well as Note 12 of the Notes to Consolidated Financial Statements included in Item 1 of this Quarterly Report on Form 10-Q.

### **Executive Overview**

The following table summarizes our consolidated financial results (in millions, except per share information and percentages):

	Three Months Ended				
	March 31,		\$ Change	% Change	
	2023	2024			
Consolidated revenues	\$ 69,787	\$ 80,539	\$ 10,752	15 %	
Change in consolidated constant currency revenues <sup>(1)</sup>				16 %	
Cost of revenues	\$ 30,612	\$ 33,712	\$ 3,100	10 %	
Operating expenses	\$ 21,760	\$ 21,355	\$ (405)	(2) %	
Operating income	\$ 17,415	\$ 25,472	\$ 8,057	46 %	
Operating margin	25 %		32 %		7 %
Other income (expense), net	\$ 790	\$ 2,843	\$ 2,053	260 %	
Net Income	\$ 15,051	\$ 23,662	\$ 8,611	57 %	
Diluted EPS	\$ 1.17	\$ 1.89	\$ 0.72	62 %	

<sup>(1)</sup> See "Use of Non-GAAP Constant Currency Measures" below for details relating to our use of constant currency information.

- Revenues were \$80.5 billion, an increase of 15% year over year, primarily driven by an increase in Google Services revenues of \$8.4 billion, or 14%, and an increase in Google Cloud revenues of \$2.1 billion, or 28%.
- Total constant currency revenues, which exclude the effect of hedging, increased 16% year over year.
- Cost of revenues was \$33.7 billion, an increase of 10% year over year, primarily driven by increases in TAC, content acquisition costs, and depreciation expense. These increases were partially offset by decreases in compensation expenses, largely the result of a reduction in employee severance and related charges, and charges related to our office space optimization efforts.
- Operating expenses were \$21.4 billion, a decrease of 2% year over year, primarily driven by decreases in charges related to our office space optimization efforts, compensation expenses, largely the result of a reduction in employee severance and related charges, and charges related to legal matters. These decreases were partially offset by an increase in depreciation expense.

#### Other Information

- On April 25, 2024, the Board of Directors of Alphabet approved the initiation of a cash dividend program, and declared a cash dividend of \$0.20 per share that will be paid on June 17, 2024, to stockholders of record as of June 10, 2024, on each of the company's Class A, Class B, and Class C shares. See Note 9 of the Notes to Consolidated Financial Statements included in Item 8 of this Annual Report on Form 10-Q for additional information.
- Repurchases of Class A and Class C shares were \$3.4 billion and \$12.7 billion, respectively, totaling \$16.1 billion for the three months ended March 31, 2024. In April 2024, the Board of Directors of Alphabet authorized the company to repurchase up to an additional \$70.0 billion of its Class A and Class C shares. For additional information, see Note 9 of the Notes to Consolidated Financial Statements included in Item 1 of this Quarterly Report on Form 10-Q for additional information.
- Compensation expenses included employee severance and related charges for the three months ended March 31, 2024 of \$716 million, a \$1.3 billion decrease in severance and related charges as compared to the three months ended March 31, 2023. For the first quarter of 2024, these charges are included within cost of revenues, research and development, sales and marketing, and general and administrative expenses in the amounts of \$153 million, \$247 million, \$217 million, and \$99 million, respectively.
- Operating cash flow was \$28.8 billion for the three months ended March 31, 2024.
- Capital expenditures, which primarily reflected investments in technical infrastructure, were \$12.0 billion for the three months ended March 31, 2024.
- As of March 31, 2024, we had 180,895 employees.

#### Financial Results

##### Revenues

The following table presents revenues by type (in millions):

	Three Months Ended	
	March 31, 2023	2024
Google Search & other	\$ 40,359	\$ 46,156
YouTube ads	6,693	8,090
Google Network	7,496	7,413
Google advertising	54,548	61,659
Google subscriptions, platforms, and devices	7,413	8,739
Google Services total	61,961	70,398
Google Cloud	7,454	9,574
Other Bets	288	495
Hedging gains (losses)	84	72
Total revenues	\$ 69,787	\$ 80,539

##### Google Services

###### Google advertising revenues

###### Google Search & other

Google Search & other revenues increased \$5.8 billion from the three months ended March 31, 2023 to the three months ended March 31, 2024. The overall growth was driven by interrelated factors including increases in search queries resulting from growth in user adoption and usage on mobile devices; growth in advertiser spending; and improvements we have made in ad formats and delivery.

###### YouTube ads

YouTube ads revenues increased \$1.4 billion from the three months ended March 31, 2023 to the three months ended March 31, 2024. The growth was driven by our direct response and brand advertising products, both of which benefited from increased spending by our advertisers.

#### *Google Network*

Google Network revenues decreased \$83 million from the three months ended March 31, 2023 to the three months ended March 31, 2024 primarily driven by a decrease in AdSense revenues.

#### Monetization Metrics

The following table presents changes in monetization metrics for Google Search & other revenues (paid clicks and cost-per-click) and Google Network revenues (impressions and cost-per-impression), expressed as a percentage, from three months ended March 31, 2023 to three months ended March 31, 2024:

Google Search & other	
Paid clicks change	5 %
Cost-per-click change	8 %
Google Network	
Impressions change	(13)%
Cost-per-impression change	14 %

Changes in paid clicks and impressions are driven by a number of interrelated factors, including changes in advertiser spending; ongoing product and policy changes; and, as it relates to paid clicks, fluctuations in search queries resulting from changes in user adoption and usage, primarily on mobile devices.

Changes in cost-per-click and cost-per-impression are driven by a number of interrelated factors including changes in device mix, geographic mix, advertiser spending, ongoing product and policy changes, product mix, property mix, and changes in foreign currency exchange rates.

#### Google subscriptions, platforms, and devices

Google subscriptions, platforms, and devices revenues increased \$1.3 billion from the three months ended March 31, 2023 to the three months ended March 31, 2024, primarily driven by an increase in subscription revenues, largely from growth in the number of paid subscribers for YouTube services.

#### **Google Cloud**

Google Cloud revenues increased \$2.1 billion from the three months ended March 31, 2023 to the three months ended March 31, 2024. Growth was primarily driven by Google Cloud Platform followed by Google Workspace offerings. Google Cloud's infrastructure and platform services were the largest drivers of growth in Google Cloud Platform.

#### **Revenues by Geography**

The following table presents revenues by geography as a percentage of revenues, determined based on the addresses of our customers:

	Three Months Ended			
	March 31,			
	2023	%	2024	%
United States	47	%	48	%
EMEA	30	%	30	%
APAC	17	%	16	%
Other Americas	6	%	6	%
Hedging gains (losses)	0	%	0	%

For additional information, see Note 2 of the Notes to Consolidated Financial Statements included in Item 1 of this Quarterly Report on Form 10-Q.

#### **Use of Non-GAAP Constant Currency Information**

International revenues, which represent a significant portion of our revenues, are generally transacted in multiple currencies and therefore are affected by fluctuations in foreign currency exchange rates.

The effect of currency exchange rates on our business is an important factor in understanding period-to-period comparisons. We use non-GAAP constant currency revenues ("constant currency revenues") and non-GAAP percentage change in constant currency revenues ("percentage change in constant currency revenues") for

financial and operational decision-making and as a means to evaluate period-to-period comparisons. We believe the presentation of results on a constant currency basis in addition to GAAP results helps improve the ability to understand our performance, because it excludes the effects of foreign currency volatility that are not indicative of our core operating results.

Constant currency information compares results between periods as if exchange rates had remained constant period over period. We define constant currency revenues as revenues excluding the effect of foreign currency exchange rate movements ("FX Effect") as well as hedging activities, which are recognized at the consolidated level. We use constant currency revenues to determine the constant currency revenue percentage change on a year-on-year basis. Constant currency revenues are calculated by translating current period revenues using prior year comparable period exchange rates, as well as excluding any hedging effects realized in the current period.

Constant currency revenue percentage change is calculated by determining the change in current period revenues over prior year comparable period revenues where current period foreign currency revenues are translated using prior year comparable period exchange rates and hedging effects are excluded from revenues of both periods.

These results should be considered in addition to, not as a substitute for, results reported in accordance with GAAP. Results on a constant currency basis, as we present them, may not be comparable to similarly titled measures used by other companies and are not a measure of performance presented in accordance with GAAP.

The following table presents the foreign currency exchange effect on international revenues and total revenues (in millions, except percentages):

	Three Months Ended March 31, 2024							
	% Change from Prior Period							
	Three Months Ended March		Constant		Less Hedging		Constant	
	2023	2024	Less FX Effect	Currency Revenues	As Reported	Effect	Less FX Effect	Currency Revenues
United States	\$ 32,864	\$ 38,737	\$ 0	\$ 38,737	18 %		0 %	18 %
EMEA	21,078	23,788	204	23,584	13 %		1 %	12 %
APAC	11,681	13,289	(439)	13,728	14 %		(4) %	18 %
Other Americas	4,080	4,653	(152)	4,805	14 %		(4) %	18 %
Revenues, excluding hedging effect	69,703	80,467	(387)	80,854	15 %		(1) %	16 %
Hedging gains (losses)	84	72						
Total revenues <sup>(1)</sup>	\$ 69,787	\$ 80,539		\$ 80,854	15 %	0 %	(1) %	16 %

(1) Total constant currency revenues of \$80.9 billion for the three months ended March 31, 2024 increased \$11.2 billion compared to \$69.7 billion in revenues, excluding hedging effect, for the three months ended March 31, 2023.

EMEA revenue growth was favorably affected by changes in foreign currency exchange rates, primarily due to the U.S. dollar weakening relative to the Euro, partially offset by the U.S. dollar strengthening relative to the Turkish lira.

APAC revenue growth was unfavorably affected by changes in foreign currency exchange rates, primarily due to the U.S. dollar strengthening relative to the Japanese yen.

Other Americas revenue growth was unfavorably affected by changes in foreign currency exchange rates, primarily due to the U.S. dollar strengthening relative to the Argentine peso.

## Costs and Expenses

### Cost of Revenues

The following table presents cost of revenues, including TAC (in millions, except percentages):

	Three Months Ended		
	March 31,		
	2023	2024	
TAC	\$ 11,721	\$ 12,946	
Other cost of revenues	18,891	20,766	
Total cost of revenues	\$ 30,612	\$ 33,712	
Total cost of revenues as a percentage of revenues	44 %	42 %	

Cost of revenues increased \$3.1 billion from the three months ended March 31, 2023 to the three months ended March 31, 2024 due to an increase in other cost of revenues and TAC of \$1.9 billion and \$1.2 billion, respectively.

The increase in TAC from the three months ended March 31, 2023 to the three months ended March 31, 2024 was largely due to an increase in TAC paid to distribution partners, primarily driven by growth in revenues subject to TAC. The TAC rate decreased from 21.5% to 21.0% from the three months ended March 31, 2023 to the three months ended March 31, 2024 primarily due to a revenue mix shift from Google Network properties to Google Search & other properties. The TAC rate on Google Search & other revenues was substantially consistent from the three months ended March 31, 2023 to the three months ended March 31, 2024. The TAC rate on Google Network revenues reflected a slight increase from the three months ended March 31, 2023 to the three months ended March 31, 2024 due to a combination of factors, none of which were individually significant.

The increase in other cost of revenues from the three months ended March 31, 2023 to the three months ended March 31, 2024 was primarily due to increases in content acquisition costs, largely for YouTube, and depreciation expense. These increases were partially offset by decreases in compensation expenses, largely the result of a reduction in employee severance and related charges of \$308 million, and charges related to our office space optimization efforts of \$220 million.

### Research and Development

The following table presents R&D expenses (in millions, except percentages):

	Three Months Ended		
	March 31,		
	2023	2024	
Research and development expenses	\$ 11,468	\$ 11,903	
Research and development expenses as a percentage of revenues	16 %	15 %	

R&D expenses increased \$435 million from the three months ended March 31, 2023 to the three months ended March 31, 2024, primarily driven by increases in depreciation expense of \$308 million and third-party services fees of \$253 million, partially offset by a decrease in charges associated with our office space optimization efforts of \$247 million. Additionally, a decrease in compensation expenses of \$64 million was primarily the result of a reduction in employee severance and related charges of \$588 million. This decrease was partially offset by an increase in SBC expense of \$320 million, excluding employee severance and related charges.

### Sales and Marketing

The following table presents sales and marketing expenses (in millions, except percentages):

	Three Months Ended		
	March 31,		
	2023	2024	
Sales and marketing expenses	\$ 6,533	\$ 6,426	
Sales and marketing expenses as a percentage of revenues	9 %	8 %	

Sales and marketing expenses decreased \$107 million from the three months ended March 31, 2023 to the three months ended March 31, 2024, primarily driven by a decrease in compensation expenses of \$85 million,

largely the result of a reduction in employee severance and related charges of \$228 million, partially offset by a combination of factors, none of which were individually significant.

#### **General and Administrative**

The following table presents general and administrative expenses (in millions, except percentages):

	Three Months Ended			
	March 31,			
	2023			2024
General and administrative expenses	\$ 3,759			\$ 3,026
General and administrative expenses as a percentage of revenues	5 %			4 %

General and administrative expenses decreased \$733 million from the three months ended March 31, 2023 to the three months ended March 31, 2024, primarily driven by a reduction in charges related to legal matters of \$248 million and a combination of factors, none of which were individually significant.

#### **Segment Profitability**

The following table presents segment operating income (loss) (in millions):

	Three Months Ended			
	March 31,			
	2023			2024
Operating income (loss):				
Google Services	\$ 21,737			\$ 27,897
Google Cloud		191		900
Other Bets		(1,225)		(1,020)
Alphabet-level activities <sup>(1)</sup>	(3,288)			(2,305)
Total income from operations	<u>\$ 17,415</u>			<u>\$ 25,472</u>

<sup>(1)</sup> In addition to the costs included in Alphabet-level activities, hedging gains (losses) related to revenue were \$84 million and \$72 million for the three months ended March 31, 2023 and 2024, respectively. For the three months ended March 31, 2023 and 2024, Alphabet-level activities included substantially all of the charges related to employee severance and our office space optimization efforts. For additional information relating to our segments, see Note 13 of the Notes to Consolidated Financial Statements included in Item 1 of this Quarterly Report on Form 10-Q.

#### **Google Services**

Google Services operating income increased \$6.2 billion from the three months ended March 31, 2023 to the three months ended March 31, 2024. The increase in operating income was primarily driven by an increase in revenues, partially offset by increases in TAC and content acquisition costs. Additionally, a reduction in compensation expenses contributed to the increase in operating income.

#### **Google Cloud**

Google Cloud operating income increased \$709 million from the three months ended March 31, 2023 to the three months ended March 31, 2024. The increase in operating income was primarily driven by an increase in revenues, partially offset by increases in compensation expenses, largely driven by headcount growth, and usage costs for technical infrastructure assets.

#### **Other Bets**

Other Bets operating loss decreased \$205 million from the three months ended March 31, 2023 to the three months ended March 31, 2024 primarily due to growth in revenues.

#### **Other Income (Expense), Net**

The following table presents OI&E (in millions):

	Three Months Ended		
	March 31,		2024
	2023	2024	
Interest income	\$ 797	\$ 1,061	
Interest expense	(80)	(94)	
Foreign currency exchange gain (loss), net	(210)	(238)	
Gain (loss) on debt securities, net	(293)	(462)	
Gain (loss) on equity securities, net	377	2,243	
Performance fees	118	104	
Income (loss) and impairment from equity method investments, net	(51)	(26)	
Other	132	255	
Other income (expense), net	\$ 790	\$ 2,843	

OI&E increased \$2.1 billion from the three months ended March 31, 2023 to the three months ended March 31, 2024. The increase was primarily due to net unrealized gains in non-marketable equity securities due to fair value adjustments related to observable transactions and increased interest income due to interest rates.

For additional information, see Note 6 of the Notes to Consolidated Financial Statements included in Item 1 of this Quarterly Report on Form 10-Q for further information.

#### **Provision for Income Taxes**

The following table presents provision for income taxes (in millions, except effective tax rate):

	Three Months Ended		
	March 31,		2024
	2023	2024	
Income before provision for income taxes	\$ 18,205	\$ 28,315	
Provision for income taxes	\$ 3,154	\$ 4,653	
Effective tax rate	17.3 %	16.4 %	

The effective tax rate decreased from the three months ended March 31, 2023 to the three months ended March 31, 2024, primarily due to the tax rule change related to U.S. federal foreign tax credits issued by the IRS in July 2023 and an increase in stock-based compensation-related tax benefits, partially offset by a decrease in the U.S. federal Foreign Derived Intangible Income tax deduction and an increase in taxes for certain U.S. jurisdictions.

The OECD is coordinating negotiations among more than 140 countries with the goal of achieving consensus around substantial changes to international tax policies, including the implementation of a minimum global effective tax rate of 15%. Some countries have already implemented the legislation effective January 1, 2024, and we expect others to follow, however we do not expect a material change to our income tax provision for the 2024 fiscal year. As additional jurisdictions enact such legislation, transitional rules lapse, and other provisions of the minimum tax legislation become effective, we expect our effective tax rate and cash tax payments could increase in future years.

#### **Financial Condition**

##### **Cash, Cash Equivalents, and Marketable Securities**

As of March 31, 2024, we had \$108.1 billion in cash, cash equivalents, and short-term marketable securities. Cash equivalents and marketable securities are comprised of time deposits, money market funds, highly liquid government bonds, corporate debt securities, mortgage-backed and asset-backed securities, and marketable equity securities.

##### **Sources, Uses of Cash and Related Trends**

Our principal sources of liquidity are cash, cash equivalents, and marketable securities, as well as the cash flow that we generate from operations. The primary use of capital continues to be to invest for the long-term growth of the business. We regularly evaluate our cash and capital structure, including the size, pace, and form of capital return to stockholders.

The following table presents our cash flows (in millions):

	Three Months Ended	
	March 31,	2024
	2023	2024
Net cash provided by operating activities	\$ 23,509	\$ 28,848
Net cash used in investing activities	\$ (2,946)	\$ (8,564)
Net cash used in financing activities	\$ (16,568)	\$ (19,714)

#### ***Cash Provided by Operating Activities***

Our largest source of cash provided by operations are advertising revenues generated by Google Search & other properties, Google Network properties, and YouTube properties. In Google Services, we also generate cash through consumer subscriptions and the sale of apps and in-app purchases and devices. In Google Cloud, we generate cash through consumption-based fees and subscriptions for infrastructure, platform, collaboration tools, and other cloud services.

Our primary uses of cash from operating activities include payments to distribution and Google Network partners, to employees for compensation, and to content providers. Other uses of cash from operating activities include payments to suppliers for devices, to tax authorities for income taxes, and other general corporate expenditures.

Net cash provided by operating activities increased from the three months ended March 31, 2023 to the three months ended March 31, 2024 due to the increase in cash received from customers, partially offset by an increase in cash payments for cost of revenues and operating expenses.

#### ***Cash Used in Investing Activities***

Cash provided by investing activities consists primarily of maturities and sales of investments in marketable and non-marketable securities. Cash used in investing activities consists primarily of purchases of marketable and non-marketable securities, purchases of property and equipment, and payments for acquisitions.

Net cash used in investing activities increased from the three months ended March 31, 2023 to the three months ended March 31, 2024 primarily due to an increase in purchases of property and equipment.

#### ***Cash Used in Financing Activities***

Cash provided by financing activities consists primarily of proceeds from issuance of debt and proceeds from the sale of interests in consolidated entities. Cash used in financing activities consists primarily of repurchases of stock, net payments related to stock-based award activities, and repayments of debt.

Net cash used in financing activities increased from the three months ended March 31, 2023 to the three months ended March 31, 2024 due to increases in net repayments related to debt, net payments related to stock-based award activities, and repurchases of stock.

#### ***Liquidity and Material Cash Requirements***

We expect existing cash, cash equivalents, short-term marketable securities, cash flows from operations and financing activities to continue to be sufficient to fund our operating activities and cash commitments for investing and financing activities for at least the next 12 months and thereafter for the foreseeable future.

#### ***Capital Expenditures and Leases***

We make investments in land and buildings for data centers and offices and information technology assets through purchases of property and equipment and lease arrangements to provide capacity for the growth of our services and products.

#### ***Capital Expenditures***

Our capital investments in property and equipment consist primarily of the following major categories:

- technical infrastructure, which consists of our investments in servers and network equipment for computing, storage, and networking requirements for ongoing business activities, including AI, (collectively referred to as our information technology assets) and data center land and building construction; and
- office facilities, ground-up development projects, and building improvements (also referred to as "fit-outs").

Construction in progress consists primarily of technical infrastructure and office facilities which have not yet been placed in service. The time frame from date of purchase to placement in service of these assets may extend from months to years. For example, our data center construction projects are generally multi-year projects with multiple phases, where we acquire land and buildings, construct buildings, and secure and install information technology assets.

During the three months ended March 31, 2023 and 2024, we spent \$6.3 billion and \$12.0 billion on capital expenditures, respectively. We expect to increase, relative to 2023, our investment in our technical infrastructure, including servers, network equipment, and data centers, to support the growth of our business and our long-term initiatives, in particular in support of AI products and services. Depreciation of our property and equipment commences when the deployment of such assets are completed and are ready for our intended use. Land is not depreciated. For the three months ended March 31, 2023 and 2024, our depreciation on property and equipment was \$2.6 billion and \$3.4 billion, respectively.

#### Leases

For the three months ended March 31, 2023 and 2024, we recognized total operating lease assets of \$1.1 billion and \$0.4 billion, respectively. As of March 31, 2024, the amount of total future lease payments under operating leases, which had a weighted average remaining lease term of 8 years, was \$17.2 billion.

As of March 31, 2024, we have entered into leases that have not yet commenced with future lease payments of \$3.6 billion, that are not yet recorded on our Consolidated Balance Sheets. These leases will commence between 2024 and 2026 with non-cancelable lease terms of one to 25 years.

For the three months ended March 31, 2023 and 2024, our operating lease expenses (including variable lease costs) were \$1.1 billion and \$1.1 billion, respectively. Finance lease costs were not material for the three months ended March 31, 2023 and 2024.

#### **Financing**

We have a short-term debt financing program of up to \$10.0 billion through the issuance of commercial paper. Net proceeds from this program are used for general corporate purposes. As of March 31, 2024, we had no commercial paper outstanding.

As of March 31, 2024, we had \$10.0 billion of revolving credit facilities, \$4.0 billion expiring in April 2024 and \$6.0 billion expiring in April 2028. In April 2024, we entered into a new \$4.0 billion revolving credit facility expiring in April 2025. The interest rates for all credit facilities are determined based on a formula using certain market rates, as well as our progress toward the achievement of certain sustainability goals. No amounts have been borrowed under the credit facilities.

As of March 31, 2024, we had senior unsecured notes outstanding with a total carrying value of \$11.9 billion. For additional information, see Note 5 of the Notes to Consolidated Financial Statements included in Item 1 of this Quarterly Report on Form 10-Q.

We primarily utilize contract manufacturers for the assembly of our servers used in our technical infrastructure and devices we sell. We have agreements where we may purchase components directly from suppliers and then supply these components to contract manufacturers for use in the assembly of the servers and devices. Certain of these arrangements result in a portion of the cash received from and paid to the contract manufacturers to be presented as financing activities in the Consolidated Statements of Cash Flows included in Item 1 of this Quarterly Report on Form 10-Q.

#### **Share Repurchase Program**

During the three months ended March 31, 2024, we repurchased and subsequently retired 111 million shares for \$16.1 billion.

In April 2023, the Board of Directors of Alphabet authorized the company to repurchase up to \$70.0 billion of its Class A and Class C shares. As of March 31, 2024, \$20.4 billion remained available for Class A and Class C share repurchases. In April 2024, the Board of Directors of Alphabet authorized the company to repurchase up to an additional \$70.0 billion of its Class A and Class C shares.

The following table presents Class A and Class C shares repurchased and subsequently retired (in millions):

	Three Months Ended March 31, 2024	
	Shares	Amount
Class A share repurchases	23	\$ 3,350
Class C share repurchases	88	12,707
<b>Total share repurchases<sup>(1)</sup></b>	<b>111</b>	<b>\$ 16,057</b>

<sup>(1)</sup> Shares repurchased include unsettled repurchases as of March 31, 2024.

For additional information, see Note 9 of the Notes to Consolidated Financial Statements included in Item 1 of this Quarterly Report on Form 10-Q.

#### **Dividend Program**

On April 25, 2024, the Board of Directors of Alphabet declared a cash dividend of \$0.20 per share to be paid on June 17, 2024, to stockholders of record as of June 10, 2024, on each of the company's Class A, Class B, and Class C shares.

The company intends to pay quarterly cash dividends in the future, subject to review and approval by the company's Board of Directors in its sole discretion. In connection with the cash dividend (and any future dividend the company's Board of Directors may declare from time to time), the company will also award dividend equivalent units to holders of all unvested stock units in accordance with the Alphabet Inc. Amended and Restated 2021 Stock Plan and pursuant to each holder's outstanding stock unit grant agreements, as amended.

#### **European Commission Fines**

In 2017, 2018 and 2019, the EC announced decisions that certain actions taken by Google infringed European competition law and imposed fines of €2.4 billion (\$2.7 billion as of June 27, 2017), €4.3 billion (\$5.1 billion as of June 30, 2018), and €1.5 billion (\$1.7 billion as of March 20, 2019), respectively. On September 14, 2022, the General Court reduced the 2018 fine from €4.3 billion to €4.1 billion. We subsequently filed an appeal to the European Court of Justice.

While each EC decision is under appeal, we included the fines in accrued expenses and other current liabilities on our Consolidated Balance Sheets as we provided bank guarantees (in lieu of a cash payment) for the fines. For additional information, see Note 8 of the Notes to Consolidated Financial Statements included in Item 1 of this Quarterly Report on Form 10-Q.

#### **Taxes**

As of March 31, 2024, we had income taxes payable of \$4.2 billion, of which \$2.1 billion was short-term, related to a one-time transition tax payable incurred as a result of the U.S. Tax Cuts and Jobs Act ("Tax Act"). As permitted by the Tax Act, we will pay the transition tax in annual interest-free installments through 2025. We also have long-term taxes payable of \$7.1 billion primarily related to uncertain tax positions as of March 31, 2024.

#### **Purchase Commitments and Other Contractual Obligations**

As of March 31, 2024, we had material purchase commitments and other contractual obligations of \$44.0 billion, of which \$29.4 billion was short-term. These amounts primarily consist of purchase orders for certain technical infrastructure as well as the non-cancelable portion or the minimum cancellation fee in certain agreements related to commitments to purchase licenses, including content licenses, inventory and network capacity. For those agreements with variable terms, we do not estimate the non-cancelable obligation beyond any minimum quantities and/or pricing as of March 31, 2024. In certain instances, the amount of our contractual obligations may change based on the expected timing of order fulfillment from our suppliers. For more information related to our content licenses, see Note 8 of the Notes to Consolidated Financial Statements included in Item 1 of this Quarterly Report on Form 10-Q.

In addition we regularly enter into multi-year, non-cancellable agreements to purchase renewable energy and energy attributes, such as renewable energy certificates. These agreements do not include a minimum dollar commitment. The amounts to be paid under these agreements are based on the actual volumes to be generated and are not readily determinable.

#### **Critical Accounting Estimates**

See Part II, Item 7, "Critical Accounting Estimates" in our Annual Report on Form 10-K for the year ended December 31, 2023.

## **Available Information**

Our website is located at [www.abc.xyz](http://www.abc.xyz), and our investor relations website is located at [www.abc.xyz/investor](http://www.abc.xyz/investor). Access to our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and our Proxy Statements, and any amendments to these reports, is available on our investor relations website, free of charge, after we file or furnish them with the SEC and they are available on the SEC's website at [www.sec.gov](http://www.sec.gov).

We webcast via our investor relations website our earnings calls and certain events we participate in or host with members of the investment community. Our investor relations website also provides notifications of news or announcements regarding our financial performance and other items of interest to our investors, including SEC filings, investor events, press and earnings releases, and blogs. We also share Google news and product updates on Google's Keyword blog at <https://www.blog.google/>, which may be of interest or material to our investors. Further, corporate governance information, including our certificate of incorporation, bylaws, governance guidelines, board committee charters, and code of conduct, is also available on our investor relations website under the heading "Governance." The content of our websites is not incorporated by reference into this Quarterly Report on Form 10-Q or in any other report or document we file with the SEC, and any references to our websites are intended to be inactive textual references only.

## **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

For quantitative and qualitative disclosures about market risk, refer to Part II, Item 7A, Quantitative and Qualitative Disclosures About Market Risk, in our Annual Report on Form 10-K for the year ended December 31, 2023.

## **ITEM 4. CONTROLS AND PROCEDURES**

### **Evaluation of Disclosure Controls and Procedures**

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15 under the Exchange Act, as of the end of the period covered by this Quarterly Report on Form 10-Q.

Based on this evaluation, our chief executive officer and chief financial officer concluded that, as of March 31, 2024, our disclosure controls and procedures are designed at a reasonable assurance level and are effective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

### **Changes in Internal Control over Financial Reporting**

There have been no changes in our internal control over financial reporting that occurred during the quarter ended March 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

### **Limitations on Effectiveness of Controls and Procedures**

In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

For a description of our material pending legal proceedings, see Note 8 "Commitments and Contingencies - Legal Matters" of the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q, which is incorporated herein by reference.

### ITEM 1A. RISK FACTORS

Our operations and financial results are subject to various risks and uncertainties, including those described in Part I, Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2023, which could adversely affect our business, financial condition, results of operations, cash flows, and the trading price of our stock. Below are material changes to our risk factors since our Annual Report on Form 10-K for the year ended December 31, 2023.

#### Risks Specific to our Company

***We generate a significant portion of our revenues from advertising. Reduced spending by advertisers, a loss of partners, or new and existing technologies that block ads online and/or affect our ability to customize ads could harm our business.***

We generated more than 75% of total revenues from online advertising in 2023. Many of our advertisers, companies that distribute our products and services, digital publishers, and content providers can terminate their contracts with us at any time. These partners may not continue to do business with us if we do not create more value (such as increased numbers of users or customers, new sales leads, increased brand awareness, or more effective monetization) than their available alternatives. Changes to our advertising policies and data privacy practices, such as our initiatives to phase out third-party cookies (which remain subject to review, affecting the timing), as well as changes to other companies' advertising and/or data privacy practices have in the past, and may in the future, affect the advertising that we are able to provide. In addition, technologies have been developed that make customized ads more difficult, or that block the display of ads altogether, and some providers of online services have integrated these technologies that could potentially impair the availability and functionality of third-party digital advertising. Failing to provide superior value or deliver advertisements effectively and competitively could harm our business, reputation, financial condition, and operating results.

In addition, expenditures by advertisers tend to correlate with overall economic conditions. Adverse macroeconomic conditions have affected, and may in the future affect, the demand for advertising, resulting in fluctuations in the amounts our advertisers spend on advertising, which could harm our financial condition and operating results.

#### Risks Related to Ownership of our Stock

***We cannot guarantee that any share repurchase program or dividend program will be continuously active or fully consummated or will enhance long-term stockholder value, and share repurchases or dividends could increase the volatility of our stock prices and could diminish our cash reserves.***

We engage in share repurchases of our Class A and Class C stock from time to time in accordance with authorizations from the Board of Directors of Alphabet. Our repurchase program does not have an expiration date and does not obligate Alphabet to repurchase any specific dollar amount or to acquire any specific number of shares. In April 2024, we announced the approval of a cash dividend to our Class A, Class B and Class C stockholders. Any and all future cash dividends are subject to declaration by the Board of Directors at their sole discretion, and in accordance with the requirements of any applicable laws, rules and regulations, including the Delaware General Corporation Law. Our cash dividend program does not require, and our Board of Directors may not declare, a cash dividend each quarter, and does not obligate our Board of Directors to declare a dividend in any specific dollar amount per share. Further, our share repurchases or dividends could affect our share trading prices, increase their volatility, reduce our cash reserves and may be suspended or terminated at any time, which may result in a decrease in the trading prices of our stock.

#### ***The trading price for our Class A stock and non-voting Class C stock may continue to be volatile.***

The trading price of our stock has at times experienced significant volatility and may continue to be volatile. In addition to the factors discussed in this report, the trading prices of our Class A stock and Class C stock have fluctuated, and may continue to fluctuate widely, in response to various factors, including, among others, the size or continuity of either our share repurchase or dividend programs, the activities of our peers and changes in broader

economic and political conditions around the world. These broad market and industry factors could harm the market price of our Class A stock and our Class C stock, regardless of our actual operating performance.

## ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

### Issuer Purchases of Equity Securities

The following table presents information with respect to Alphabet's repurchases of Class A and Class C stock during the quarter ended March 31, 2024.

Period	Total Number of Class A Shares Purchased (in thousands) <sup>(1)</sup>	Total Number of Class C Shares Purchased (in thousands) <sup>(1)</sup>	Average Price		Average Price		Total Number of Shares Purchased as Part of Publicly Announced Programs (in thousands) <sup>(1)</sup>	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program (in millions)
	Paid per Class A Share (2)	Paid per Class C Share (2)						
January 1 - 31	9,717	29,623	\$ 145.11	\$ 146.28			39,340	\$ 30,648
February 1 - 29	7,568	28,804	\$ 143.82	\$ 144.75			36,372	\$ 25,429
March 1 - 31	5,949	29,230	\$ 143.08	\$ 143.86			35,179	\$ 20,404
Total	23,234	87,657					110,891	

<sup>(1)</sup> Repurchases are being executed from time to time, subject to general business and market conditions and other investment opportunities, through open market purchases or privately negotiated transactions, including through Rule 10b5-1 plans. The repurchase program does not have an expiration date. For additional information related to share repurchases, see Note 9 of the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

<sup>(2)</sup> Average price paid per share includes costs associated with the repurchases.

## ITEM 5. OTHER INFORMATION

### 10b5-1 Trading Plans

During the fiscal quarter ended March 31, 2024, no Section 16 director or officer adopted, modified, or terminated a "Rule 10b5-1 trading arrangement" (as defined in Item 408 of Regulation S-K of the Exchange Act).

There were no "non-Rule 10b5-1 trading arrangements" (as defined in Item 408 of Regulation S-K of the Exchange Act) adopted, modified or terminated during the fiscal quarter ended March 31, 2024 by our directors and Section 16 officers.

### Compensatory Arrangements of Certain Officers

On April 16, 2024, the Leadership Development, Inclusion and Compensation Committee of the Board of Directors of Alphabet approved the accrual of dividend equivalent units to holders of all unvested stock units, subject to the approval of a dividend declaration by the Board of Directors of the Company (which was approved and announced on April 25, 2024). This approval covers both performance stock unit awards and Google stock unit awards, and applies both to currently outstanding and future equity awards. For the avoidance of doubt, the corresponding amendments to the respective stock unit grant agreements will apply both to currently outstanding grant agreements and all future grant agreements. As stock units are not outstanding shares of stock and thus would not otherwise be entitled to participate in any dividends (including the one referenced above), the crediting of dividend equivalent units is intended to preserve the equity-based incentives intended by the Company when the stock units were granted and to treat the holders of stock units consistently with all stockholders.

ITEM 6. EXHIBITS

Exhibit Number	Description	Incorporated by reference herein	
		Form	Date
10.01	* ♦ <a href="#">Alphabet Inc. Amended and Restated 2021 Stock Plan – Form of Alphabet Restricted Stock Unit Agreement</a>		
10.02	* ♦ <a href="#">Alphabet Inc. Amended and Restated 2021 Stock Plan – Form of Alphabet CEO Performance Stock Unit Agreement</a>		
10.03	* ♦ <a href="#">Alphabet Inc. Amended and Restated 2021 Stock Plan – Form of Alphabet Non-CEO Performance Stock Unit Agreement</a>		
31.01	* <a href="#">Certification of Chief Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>		
31.02	* <a href="#">Certification of Chief Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>		
32.01	‡ <a href="#">Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>		
101.INS	* Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.		
101.SCH	* Inline XBRL Taxonomy Extension Schema Document		
101.CAL	* Inline XBRL Taxonomy Extension Calculation Linkbase Document		
101.DEF	* Inline XBRL Taxonomy Extension Definition Linkbase Document		
101.LAB	* Inline XBRL Taxonomy Extension Label Linkbase Document		
101.PRE	* Inline XBRL Taxonomy Extension Presentation Linkbase Document		
104	* Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)		

♦ Indicates management compensatory plan, contract, or arrangement.  
 \* Filed herewith.  
 ‡ Furnished herewith.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**ALPHABET INC.**

April 25, 2024

By: /s/ RUTH M. PORAT

**Ruth M. Porat**

**President and Chief Investment Officer; Chief Financial Officer**

**ALPHABET INC.**

April 25, 2024

By: /s/ AMIE THUENER O'TOOLE

**Amie Thuener O'Toole**

**Vice President, Corporate Controller and Principal Accounting Officer**

## ALPHABET INC.

AMENDED AND RESTATED 2021 STOCK PLAN  
ALPHABET RESTRICTED STOCK UNIT AGREEMENT

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

**I. GRANT OF AWARD**

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

**II. TERMS OF GSUs****1. Vesting of GSUs.**

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

**(b) Death of Participant.** In the event that the Participant ceases to be employed by, or ceases to provide services to, the Company as a result of the Participant's death, then (i) all of the then outstanding and unvested GSUs shall immediately vest as of the Termination Date, and (ii) any delivery of shares of Capital Stock to be made to the Participant under this Agreement will be made to the Participant's designated beneficiary, provided, that, such beneficiary has been designated prior to the Participant's death; in the absence of any such

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effective designation, the shares will be delivered to the administrator or executor of the Participant's estate. Any such administrator or executor must furnish Alphabet with (A) written notice of his or her status as transferee, (B) a copy of the will and/or such evidence as the Committee may deem necessary to establish the validity of the transfer, and (C) an agreement by the transferee to comply with all the terms and conditions of the GSUs that are or would be applicable to the Participant and to be bound by the acknowledgments made by the Participant hereunder. Delivery of the shares of Capital Stock pursuant to the GSUs will be made as soon as practicable following the Termination Date but in no event later than thirty (30) days following such date.

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

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

4. **Taxes.**

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

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

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

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

## 5. Rights of the Participant

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

**(b) Dividend Equivalent Rights.** Notwithstanding Section 5(a) above, in the event that any dividend or other distribution is declared and paid on shares of Capital Stock after the Grant Date (the date of such dividend or other distribution, the "Dividend Payment Date"), dividend equivalents in the form of additional GSUs shall be credited to the Participant. The number of additional GSUs to be credited as dividend equivalents to such Participant shall be determined (x) to the extent the dividend or other distribution is in the form of cash, by dividing (A) the product of (i) the total number of outstanding and unsettled GSUs held by the Participant immediately prior to the Dividend Payment Date, and (ii) the per-share amount of the dividend paid on shares of Capital Stock on the Dividend Payment Date, by (B) the Fair Market value of a share of Capital Stock on the Dividend Payment Date and (y) to the extent the dividend is in the form of Capital Stock, by multiplying (x) the total number of unvested GSUs held by the Participant immediately prior to the Dividend Payment Date and (y) the number of shares of Capital Stock paid as a dividend per share of Capital Stock. Any additional GSUs credited to the Participant under this Section 5(b) as dividend equivalents shall be subject to the restrictions and conditions that apply to the GSUs with respect to which such additional GSUs are credited and will vest if and when the underlying GSU vests. If the underlying GSU does not vest or is otherwise forfeited, any additional GSUs credited under this Section 5(b) with respect to the underlying GSU will also fail to vest and be forfeited. Notwithstanding anything herein to the

contrary, the Committee may specify an alternative form of dividend equivalents from that specified herein with respect to any such dividend or other distribution.

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

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

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

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

10. Additional Conditions to Issuance of Shares of Capital Stock Alphabet shall not be required to issue any shares of Capital Stock hereunder prior to fulfillment of all of the following conditions: (a) the completion of any registration or other qualification of such shares of Capital Stock under any federal, state or local law or under the rulings or regulations of the U.S. Securities and Exchange Commission or any other governmental regulatory body, or under any stock exchange on which the shares of Capital Stock are listed for trading, which the Committee shall, in its absolute discretion, deem necessary or advisable; (b) the obtaining of any approval or other clearance from any federal, state or local governmental agency, which the Committee shall, in its absolute discretion, determine to be necessary or advisable; and (c) the

lapse of such reasonable period of time not to exceed thirty (30) days following the applicable vesting date of any portion of the GSUs as the Committee may establish from time to time for reasons of administrative convenience.

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

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

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

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

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

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

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

18. Employee Data Privacy Consent.

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

(b) *Data Collection and Usage. The Company collects, processes and uses the Participant's personal data, including, name, home address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any shares of stock or directorships held in the Company, and details of all GSUs cancelled, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer. If the Company offers the Participant a grant of GSUs under the Plan, then the Company will collect the Participant's personal data for purposes of implementing, administering and managing the Plan. The Company's legal basis for the processing of the Participant's personal data would be his or her consent.*

(c) *Stock Plan Administration Service Providers. The Company may transfer personal data to third parties which assist the Company with the implementation, administration and management of the Plan, including Charles Schwab & Co., Inc., Morgan Stanley Smith Barney, LLC, and/or such other third parties as may be selected by the Company. In the future, the Company may select a different service provider and disclose the Participant's data with another company that serves in a similar manner. The Company's service provider will open an account for the Participant to receive and trade shares of Capital Stock. The Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Participant's ability to participate in the Plan.*

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

(e) *Data Retention. The Company will use the Participant's personal data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with applicable laws, exercise or defense of legal rights, and archiving, back-up and deletion processes. When the Company no longer needs the personal data, the Company will remove it from its systems to the fullest extent reasonably practicable. If the Company keeps data longer, it would be to satisfy legal, tax or regulatory obligations and the Company's legal basis would be relevant laws or regulations.*

(f) *Voluntariness and Consequences of Consent Denial or Withdrawal. The Participant's participation in the Plan and grant of consent is purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not*

**consent, or if the Participant withdraws his or her consent, the Participant may not be able to participate in the Plan. This would not affect the Participant's salary from or employment with the Participant's employer; the Participant would merely forfeit the opportunities associated with the Plan.**

(g) **Data Subject Rights.** *The Participant may have a number of rights under data privacy laws in his or her country. Depending on where the Participant is based, the Participant's rights may include the right to (a) request access to or copies of personal data the Company processes, (b) rectification of incorrect data, (c) deletion of data, (d) restrictions on processing, (e) portability of data, (f) lodge complaints with competent authorities in the Participant's country, and/or (g) request a list with the names and addresses of any potential recipients of personal data. To receive clarification regarding the Participant's rights or to exercise your rights, please contact [gem-help@google.com](mailto:gem-help@google.com).*

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

(i) **Supplemental Notice at Collection for California Residents** *The following additional disclosures are addressed and only apply to a Participant who resides in California. The categories of personal information that the Company collects from the Participant correspond with the following categories of "personal information" as defined in the California Consumer Privacy Act ("CCPA"): identifiers; any information that identifies, relates to, describes, or is capable of being associated with, a particular individual; characteristics of protected classifications under California or federal law (namely, age); commercial information; and professional or employment related information. The Company collects from the Participant the following category of "sensitive personal information" as defined in the CCPA: social security, driver's license, state identification card and/or passport number. The Company does not use such sensitive personal information to infer characteristics about the Participant and only uses such sensitive personal information for the purposes referenced in subsection 1798.121(a) of the CCPA. The Company does not "sell" or "share" the Participant's "personal information" as the CCPA defines these terms. The Company's CCPA Privacy Policy is available at [go/epp](http://go/epp).*

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

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

20. **Acceptance.** *If the Participant has not affirmatively accepted or rejected the GSUs through the Company's designated online acceptance procedure prior to the first scheduled vesting date of the GSUs, the Participant will be deemed to have accepted the GSUs and the terms and conditions applicable to the GSUs as set forth in the Plan and this Agreement (including the GSU Details and the Appendix). If the Participant rejects the GSUs, the GSUs will be cancelled and no benefits from the GSUs nor any compensation or benefits in lieu of the GSUs will be provided to the Participant.*

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

This Alphabet Performance Stock Unit Agreement (this “**Agreement**”) is entered into as of the Grant Date (as defined below) by and between the Participant (as defined below) and Alphabet Inc., a Delaware corporation (“**Alphabet**”, and together with its Subsidiaries, the “**Company**”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to such terms in the Alphabet Inc. 2021 Stock Plan (the “**Plan**”).

**I. GRANTS**

Pursuant to the Plan, Alphabet hereby awards grants of performance stock units (“**PSUs**,” and each grant of PSUs, a “**Grant**”). Certain details of the PSUs, specifically the name of the individual being granted PSUs under this Agreement (the “**Participant**”), the date on which the PSUs subject to this Agreement are granted (the **Grant Date**”), the number of PSUs granted (the “**Target Award**”) and the Performance Period during which the PSUs are earned (collectively, the “**PSU Details**”) are accessible to the Participant through the Participant’s brokerage account and the PSU Details are hereby incorporated into this Agreement by reference. Each PSU represents the right to receive one share of Capital Stock, subject to the terms and conditions of the Plan and this Agreement. The number of PSUs earned under each Grant may be equal to, greater than or less than its Target Award (including zero).

**II. TERMS OF PSUs**

**1. Vesting of PSUs.**

(a) **In General.** Except as otherwise provided in subsections (b) and (c) below, the number of PSUs (if any) earned by the Participant under each Grant based on Alphabet’s performance against the Performance Goals (as defined in Exhibit A) during the applicable Performance Period as determined by the Committee in accordance with Exhibit A (each, a “**Final Award**”) will vest on the Determination Date (as defined in Exhibit A) for such Grant, subject to the Participant’s continued employment with, or service to, the Company through such date, and be settled in accordance with Section II.2 below, and any unvested PSUs will be forfeited as of the Determination Date and the Participant will have no further rights to such unvested PSUs. In the event the Participant ceases to be employed by, or ceases to provide services to, the Company prior to the Determination Date for a Grant for any reason other than (i) death (as set forth in subsection (b) below) or (ii) termination by the Company without Cause (as set forth in subsection (c) below), all of the then outstanding and unvested PSUs granted

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under this Agreement will be forfeited effective as of the date that the Participant ceases to be employed by, or ceases to provide services to, the Company (the “**Termination Date**”) and the Participant will have no further rights to such unvested PSUs. Prior to any actual delivery of shares of Capital Stock pursuant to the PSUs, the PSUs represent an unfunded, unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

(b) Death of the Participant. In the event that the Participant ceases to be employed by, or ceases to provide services to, the Company as a result of the Participant’s death (i)(x) prior to the start of the Performance Period of a Grant or during the Performance Period of a Grant, then the Target Award in respect of such Grant shall immediately vest as of the Termination Date or (y) following the end of the Performance Period of a Grant but prior to its Determination Date, then the Final Award (as determined by the Committee in accordance with Exhibit A) in respect of such Grant shall immediately vest as of such Determination Date and (ii) any delivery of shares of Capital Stock to be made to the Participant under this Agreement will be made, subject to satisfaction of all applicable Tax-Related Items, as described in Section II.4 below, to the Participant’s designated beneficiary; provided, that, such beneficiary has been designated prior to the Participant’s death; in the absence of any such effective designation, the shares will be delivered to the administrator or executor of the Participant’s estate. Any such administrator or executor must furnish Alphabet with (A) written notice of his or her status as transferee, (B) a copy of the will and/or such evidence as the Committee may deem necessary to establish the validity of the transfer, and (C) an agreement by the transferee to comply with all the terms and conditions of PSUs that are or would be applicable to the Participant and to be bound by the acknowledgments made by the Participant hereunder. Delivery of the shares of Capital Stock in respect of PSUs vesting pursuant to this Section II.1(b) will be made as soon as practicable following the Termination Date or the Determination Date, as applicable, but in no event later than forty five (45) days following such date and the Company shall have no further obligations under this Agreement.

(c) Termination of the Participant without Cause. In the event that the Participant ceases to be employed by, or ceases to provide services to, the Company as a result of the Company’s termination of the Participant’s employment or services without Cause prior to the Determination Date for a Grant, then the number of PSUs (if any) calculated by multiplying the Final Award (as determined by the Committee in accordance with Exhibit A) in respect of such Grant by a fraction, the numerator of which is the number of calendar days during the Performance Period during which the Participant was employed by, or providing services to, the Company and the denominator of which is the aggregate number of calendar days in the Performance Period, will vest and be settled in accordance with Section II.2 below and any unvested PSUs will be forfeited as of the Determination Date and the Participant will have no further rights to such unvested PSUs; provided, that if the Termination Date occurs prior to the start of the Performance Period of a Grant, all PSUs under the Grant will be immediately forfeited as of the Termination Date and the Participant will have no further rights to such PSUs.

For purposes of this Agreement, “Cause” means any of the following: (i) a willful failure by Participant, in the good faith judgment of the Board, to substantially perform the duties associated and consistent with the scope of the Participant’s position; (ii) the Participant’s refusal to implement or follow a lawful directive from the Board; (iii) the Participant’s breach of fiduciary duty to the Company; (iv) the Participant’s material breach of any written agreement between the Participant and the Company, including, without limitation, any applicable At-Will Employment, Confidential Information and Invention Assignment Agreement; (v) the Participant’s intentional engagement in conduct that is materially injurious to the Company (economically or reputationally), including but not limited to, misappropriation of trade secrets or any other tangible or intangible property of the Company, fraud or embezzlement, but excluding any conduct by Participant that is consistent with or pursuant to a lawful directive of the Board; (vi) the Participant’s material violation of a material provision of the Code of Conduct or any policy of Alphabet, Google LLC or any other affiliate of Alphabet that is applicable to the Participant (e.g., policy against sexual harassment, Alphabet’s Policy Against Insider Trading (the “**Trading Policy**”), etc.); (vii) the Participant’s material violation of any federal or state law or regulation applicable to the business of the Company; (viii) the Participant’s violation of any securities laws, rules or regulations, or the rules and regulations of any securities exchange or association of which the Company is a member, failure to cooperate with the Company in any investigation or formal proceeding or being found liable in a Securities and Exchange Commission enforcement action or otherwise being disqualified from serving in the Participant’s position; (ix) the Participant’s engaging in gross misconduct; or (x) the Participant’s commission of a felony under the laws of the United States or any state thereof or any comparably-classified crime under the laws of a non-US jurisdiction or other serious crime involving moral turpitude. Notwithstanding the foregoing, termination of the Participant’s employment or service under (i), (ii), (iii), (iv) or (vi) (only) above will not be for “Cause” unless the Participant: (a) is provided with written notice setting forth with specificity the conduct alleged to constitute “Cause,” (b) is provided not less than 30 days following such notice (the “**Cure Period**”) to cure or remedy such conduct (to the extent susceptible of cure or remedy) prior to the effective date of the Participant’s termination of employment or services, during which period the Participant shall be provided the opportunity at the Participant’s election to address the Board with respect to such conduct (with the assistance of legal counsel, if requested) and (c) fails to cure or remedy such conduct during the Cure Period.

2. Settlement of PSUs. Settlement of vested PSUs in respect of a Grant shall occur as soon as practicable following the applicable Determination Date, but in no event later than forty five (45) days following such Determination Date, and the Company shall have no further obligations under such Grant. Alphabet will settle vested PSUs by issuing (either in book-entry form or otherwise) to the Participant (or the Participant’s beneficiary or estate, in the event of the Participant’s death), one share of Capital Stock for each vested PSU, subject to satisfaction of all applicable Tax-Related Items, as described in Section II.4 below.

3. Adjustment Upon Certain Changes. In the event of any transaction or other event described in Section 9 of the Plan, each Grant shall be treated the same way as all other performance stock units issued under the Plan held by the executive officers of Alphabet in office at the time of such event; provided, that in addition to any actions taken by the Committee in respect of such awards pursuant to Sections 9(c) and (d) of the Plan, to the extent determined by the Committee to be necessary and appropriate in its sole discretion, the number of PSUs subject to each Grant will be fixed at its Target Award.

4. Taxes.

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

(b) Payment of Withholding Taxes. Alphabet shall, pursuant to such procedures as the Committee may specify from time to time, withhold a number of shares of Capital Stock otherwise issuable upon settlement of any vested PSUs having an aggregate Fair Market Value sufficient to satisfy the federal, state and local withholding tax requirements attributable to vested PSUs but not greater than the withholding obligations, as determined by the Committee in its discretion; provided, that, the Committee hereby reserves the discretion to amend this Agreement by notice to the Participant and without obtaining the Participant's consent, to allow the Committee to use any one or more methods permitted by the Plan to satisfy the federal, state and local withholding tax requirements attributable to the PSUs being settled.

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

Notwithstanding the foregoing, in the event that any dividend or other distribution is declared and paid on shares of Capital Stock after the Grant Date (the date of such dividend or

other distribution, the **'Dividend Payment Date'**), dividend equivalents in the form of additional PSUs shall be credited to the Participant. The number of additional PSUs to be credited as dividend equivalents to such Participant shall be determined (x) to the extent the dividend or other distribution is in the form of cash, by dividing (A) the product of (i) the total number of outstanding and unsettled Target Award PSUs held by the Participant immediately prior to the Dividend Payment Date, and (ii) the per-share amount of the dividend paid on shares of Capital Stock on the Dividend Payment Date, by (B) the Fair Market value of a share of Capital Stock on the Dividend Payment Date and (y) to the extent the dividend is in the form of Capital Stock, by multiplying (x) the total number of outstanding and unsettled Target Award PSUs held by the Participant immediately prior to the Dividend Payment Date and (y) the number of shares of Capital Stock paid as a dividend per share of Capital Stock. Any additional PSUs credited to the Participant under this Section 5 as dividend equivalents shall be subject to the restrictions and conditions that apply to the PSUs with respect to which such additional PSUs are credited and will be earned and payable if and when the underlying PSU becomes earned and payable, including taking into account the percentage of Target Award earned per Exhibit A. If the underlying PSU does not vest or is otherwise forfeited, any additional PSUs credited under this Section 5 with respect to the underlying PSU will also fail to vest and be forfeited. Notwithstanding anything herein to the contrary, the Committee may specify an alternative form of dividend equivalents from that specified herein with respect to any such dividend or other distribution.

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

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

Notwithstanding the immediately preceding paragraph, and subject to the terms and conditions of this paragraph, the Participant may, with the Company's express written consent, transfer all or a portion of any unvested Grants (but only a whole number of PSUs

subject to any Grant) into one or more trusts for the purposes of estate planning (the **Trust**"). Any Trust must: (a) be subject to any and all terms and conditions of the Plan and this Agreement, including, but not limited to, Section II.1 of this Agreement; (b) be described in General Instruction A.1(a)(5) of Form S-8; (c) not provide Participant with any consideration in connection with a transfer permitted under this paragraph; and (d) if requested by the Company, comply with the Trading Policy (as it may be amended from time to time). The Participant acknowledges and agrees that the Company has not made, and does not make in connection with the Grants made under this Agreement, any representations under any applicable law, including, but not limited to, federal or state tax, securities, property, probate or other estate laws, and that the Participant is solely responsible for compliance with all such applicable laws, with respect to any Grants or PSUs transferred into a Trust as permitted under this paragraph.

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

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

10. **Additional Conditions to Issuance of Shares of Capital Stock** Alphabet shall not be required to issue any shares of Capital Stock hereunder prior to fulfillment of all of the following conditions: (a) the completion of any registration or other qualification of such shares of Capital Stock under any federal or state law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, or under any stock exchange on which the shares of Capital Stock are listed for trading, which the Committee shall, in its absolute discretion, deem necessary or advisable; (b) the obtaining of any approval or other clearance from any federal or state governmental agency, which the Committee shall, in its absolute discretion, determine to be necessary or advisable; and (c) the lapse of such reasonable period of time not to exceed forty-five (45) days following a Determination Date as the Committee may establish from time to time for reasons of administrative convenience.

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

12. Policy Against Insider Trading; Recoupment.

(a) By accepting the Grants, the Participant acknowledges and agrees that (i) a copy of the Trading Policy is accessible to the Participant, (ii) the Participant has had an opportunity to review the Trading Policy and (iii) the Participant is bound by all the terms and conditions of the Trading Policy.

(b) By accepting the Grants, the Participant acknowledges and agrees that (i) incentive-based compensation paid to the Participant pursuant to this Agreement may be subject to recoupment or clawback to the extent permitted or required (A) by applicable law or applicable listing standards of a national securities exchange or (B) pursuant to the terms and conditions of the Company's Clawback Policy, as may be in effect from time to time, (ii) (A) a copy of the Company's Clawback Policy is accessible to the Participant, (B) the Participant has had an opportunity to review the Clawback Policy and (C) the Participant is bound by all the terms and conditions of the Clawback Policy and (iii) Participant authorizes such recoupment or clawback and agrees to comply with any Company request or demand for such recoupment or clawback.

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

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

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

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

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

18. Employee Data Privacy.

(a) The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement by and among, as applicable, the Company and its Subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.

(b) The Participant understands that the Company may hold certain personal information about him, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Capital Stock or directorships held in the Company, details of all entitlement to shares of Capital Stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the purpose of implementing, administering and managing the Plan (“**Data**”).

(c) The Participant understands that Data will be transferred to Charles Schwab & Co., Inc., Morgan Stanley Smith Barney LLC, and/or such other third parties as may be selected by the Company in the future to assist the Company with the implementation, administration and management of the Plan, that these recipients may be located in the Participant's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Participant's country. The Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Participant's local human resources representative.

(d) The Participant authorizes the Company, Charles Schwab & Co., Inc., Morgan Stanley Smith Barney LLC, and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole

purpose of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Participant may elect to deposit any shares of Capital Stock acquired upon settlement of the PSUs. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that the Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Participant's local human resources representative. The Participant understands, however, that refusing or withdrawing consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the refusal to consent or withdrawal of consent, the Participant understands that he or she may contact the Participant's local human resources representative.

19. **Acceptance.** *If the Participant has not affirmatively accepted or rejected the Grants through the Company's designated online acceptance procedure prior to the settlement date, the Participant will be deemed to have accepted the Grants and the terms and conditions applicable to the Grants as set forth in the Plan and this Agreement (including Exhibit A). If the Participant rejects the Grants, the Grants will be cancelled and no benefits from the Grants nor any compensation or benefits in lieu of the Grants will be provided to the Participant.*

## EXHIBIT A

A. Performance Goals. The number of PSUs that may be earned under each Grant will be determined based on Alphabet's achievement of Threshold, Target or Maximum levels ("Performance Goals") of cumulative total shareholder return ("TSR") vs. the respective TSRs of the constituent companies in the S&P 100 Index (the **S&P 100 Index Companies**) (the "TSR Performance") over the Performance Period in respect of such Grant. The terms "Threshold," "Target" and "Maximum," when used in this Exhibit A to describe Alphabet's TSR Performance, are defined below:

Performance Goals	Alphabet's Percentile Rank Relative to Peer Companies	Percentage of Target Award Earned (straight-line interpolation between Threshold and Target; and Target and Maximum)
Minimum	Below 25th percentile	0%
Threshold	At 25th percentile	50%
Target	At 55th percentile	100%
Maximum	At or above 75th percentile	200%

TSR Performance for Alphabet and for the S&P 100 Index Companies (each, a "Peer Company") shall be calculated as follows:

$$\frac{(\text{Ending Average Share Price} - \text{Starting Average Share Price}) + \text{Dividends Reinvested}}{\text{Starting Average Share Price}}$$

Where:

Starting Average Share Price for both Alphabet and the Peer Companies is equal to the average closing price for each trading day in the 90 calendar day period ending on the calendar day immediately preceding the first day of the Performance Period (inclusive of such calendar day).

Ending Average Share Price for both Alphabet and the Peer Companies is equal to the average closing price for each trading day in the 90 calendar day period ending on the last calendar day of the Performance Period (inclusive of such last calendar day).

The Peer Companies are those companies (other than Alphabet) comprising the S&P 100 Index on the Grant Date adjusted as follows in the event of certain corporate events in connection with the Peer Companies:

Merger with Company in Peer Group	In the event of a merger, acquisition or business combination transaction of a Peer Company with or by another Peer Company, the surviving entity shall remain a Peer Company
Merger with Company not in Peer Group where Peer Company survives	In the event of a merger of a Peer Company with an entity that is not a Peer Company, or the acquisition or business combination transaction of a Peer Company by an entity that is not a Peer Company, in each case where the Peer Company is the surviving entity and remains publicly traded, the surviving entity shall remain a Peer Company
Merger with Company not in Peer Group where Peer Company is not the survivor/Peer Company taken private	In the event of a merger or acquisition or business combination transaction of a Peer Company by or with an entity that is not a Peer Company or a "going private" transaction involving a Peer Company where the Peer Company is not the surviving entity or is otherwise no longer publicly traded, the company shall no longer be a Peer Company
Bankruptcy, Liquidation or Delisting	In the event of a bankruptcy, liquidation or delisting of a Peer Company at any time during the Performance Period, such company shall remain a Peer Company and be assigned a TSR of -100%. Delisting shall mean that a company ceases to be publicly traded on a national securities exchange as a result of any involuntary failure to meet the listing requirements of such national securities exchange, but shall not include delisting as a result of any voluntary going private or similar transaction.
Spin-off Transaction	In the event of a stock distribution from a Peer Company consisting of the shares of a new publicly-traded company (a "spin-off"), the Peer Company shall remain a Peer Company and the stock distribution shall be treated as a dividend from the Peer Company based on the fair market value of the distribution on the date of such distribution; the performance of the shares of the spun-off company shall not thereafter be tracked for purposes of calculating TSR

Dividends Reinvested for both Alphabet and the Peer Companies shall mean dividends paid with respect to an ex-dividend date that occurs beginning from the date when the Starting Average Share Price is measured through the end of the Performance Period (whether or not the dividend payment date occurs during this period), which shall be deemed to have been reinvested in the underlying Capital Stock or common shares, as applicable.

For TSR Performance, should Alphabet fail to achieve at least Threshold, zero percent (0%) of the Target Award shall be earned. Should Alphabet achieve (a) Threshold,

fifty percent (50%) of the Target Award shall be earned, (b) Target, one hundred percent (100%) of the Target Award shall be earned, or (c) Maximum (or greater), two hundred percent (200%) of the Target Award shall be earned. Should Alphabet achieve a TSR Performance level that falls between Threshold and Target or between Target and Maximum, the percentage of the Target Award that shall be earned will be based upon straight-line interpolation between such Performance Goals, rounded up to the nearest whole share of Capital Stock.

B. Determination and Approval of Final Award. Within forty five (45) days following the last day of the Performance Period, the Committee shall determine achievement in respect of the Performance Goals (the date of such determination, the "**Determination Date**") and shall calculate and approve the Final Award in respect of such Grant. Any PSUs that are determined not to be earned by the Committee under such Grant will be forfeited as of the Determination Date and the Participant will have no further rights to such PSUs.

The Committee, in its sole discretion, shall make all determinations regarding the Performance Goals, including, but not limited to, the extent of achievement, and any adjustments to the calculation of TSR of Alphabet or the Peer Companies, as necessary or appropriate. Determinations made by the Committee will be final and binding on all parties and will be given the maximum discretion permitted by law.

**ALPHABET INC.**  
**AMENDED AND RESTATED 2021 STOCK PLAN**  
**ALPHABET PERFORMANCE STOCK UNIT AGREEMENT**

This Alphabet Performance Stock Unit Agreement (this “**Agreement**”) is entered into as of the Grant Date (as defined below) by and between the Participant (as defined below) and Alphabet Inc., a Delaware corporation (“**Alphabet**”, and together with its Subsidiaries, the “**Company**”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to such terms in the Alphabet Inc. Amended and Restated 2021 Stock Plan (the “**Plan**”).

## **I. GRANTS**

Pursuant to the Plan, Alphabet hereby awards grants of performance stock units (“**PSUs**,” and each grant of PSUs, a “**Grant**”). Certain details of the PSUs, specifically the name of the individual being granted PSUs under this Agreement (the “**Participant**”), the date on which the PSUs subject to this Agreement are granted (the “**Grant Date**”), the number of PSUs granted (the “**Target Award**”) and the Performance Period during which the PSUs are earned (collectively, the “**PSU Details**”) are accessible to the Participant through the Participant’s brokerage account and the PSU Details are hereby incorporated into this Agreement by reference. Each PSU represents the right to receive one share of Capital Stock, subject to the terms and conditions of the Plan and this Agreement, including any additional terms and conditions for the jurisdiction in which the Participant resides and/or works contained in Exhibit B or any other appendix hereto (the “**Appendix**”). The number of PSUs earned under each Grant may be equal to, greater than or less than its Target Award (including zero).

## **II. TERMS OF PSUs**

### **I. Vesting of PSUs.**

(a) **In General.** Except as otherwise provided in subsections (b) and (c) below, the number of PSUs (if any) earned by the Participant under each Grant based on Alphabet’s performance against the Performance Goals (as defined in Exhibit A) during the applicable Performance Period as determined by the Committee in accordance with Exhibit A (each, a “**Final Award**”) will vest on the Determination Date (as defined in Exhibit A) for such Grant, subject to the Participant’s continued employment with, or service to, the Company through such date, and be settled in accordance with Section II.2 below, and any unvested PSUs will be forfeited as of the Determination Date and the Participant will have no further rights to such unvested PSUs. In the event the Participant ceases to be employed by, or ceases to provide services to, the Company prior to the Determination Date for a Grant for any reason other than (i) death (as set forth in subsection (b) below) or (ii) termination by the Company without Cause (as set forth in subsection (c) below), all of the then outstanding and unvested PSUs granted under this Agreement will be forfeited effective as of the date that the Participant ceases to be employed by, or ceases to provide services to, the Company (the “**Termination Date**”) and the Participant will have no further rights to such unvested PSUs. Prior to any actual delivery of shares of Capital Stock pursuant to the PSUs, the PSUs represent an unfunded, unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

(b) **Death of the Participant.** In the event that the Participant ceases to be employed by, or ceases to provide services to, the Company as a result of the Participant’s death (i)(x) prior to the start of the Performance Period of a Grant or during the Performance Period of a Grant, then the Target Award in respect of

such Grant shall immediately vest as of the Termination Date or (y) following the end of the Performance Period of a Grant but prior to its Determination Date, then the Final Award (as determined by the Committee in accordance with Exhibit A) in respect of such Grant shall immediately vest as of such Determination Date and (ii) any delivery of shares of Capital Stock to be made to the Participant under this Agreement will be made, subject to satisfaction of all applicable Tax-Related Items, as described in Section II.4 below, to the Participant's designated beneficiary; provided, that, such beneficiary has been designated prior to the Participant's death; in the absence of any such effective designation, the shares will be delivered to the administrator or executor of the Participant's estate. Any such administrator or executor must furnish Alphabet with (A) written notice of his or her status as transferee, (B) a copy of the will and/or such evidence as the Committee may deem necessary to establish the validity of the transfer, and (C) an agreement by the transferee to comply with all the terms and conditions of PSUs that are or would be applicable to the Participant and to be bound by the acknowledgments made by the Participant hereunder. Delivery of the shares of Capital Stock in respect of PSUs vesting pursuant to this Section II.1(b) will be made as soon as practicable following the Termination Date or the Determination Date, as applicable, but in no event later than forty-five (45) days following such date and the Company shall have no further obligations under this Agreement.

(c) Termination of the Participant without Cause. In the event that the Participant ceases to be employed by, or ceases to provide services to, the Company as a result of the Company's termination of the Participant's employment or services without Cause prior to the Determination Date for a Grant, then the number of PSUs (if any) calculated by multiplying the Final Award (as determined by the Committee in accordance with Exhibit A) in respect of such Grant by a fraction, the numerator of which is the number of calendar days during the Performance Period during which the Participant was employed by, or providing services to, the Company and the denominator of which is the aggregate number of calendar days in the Performance Period, will vest and be settled in accordance with Section II.2 below and any unvested PSUs will be forfeited as of the Determination Date and the Participant will have no further rights to such unvested PSUs; provided, that if the Termination Date occurs prior to the start of the Performance Period of a Grant, all PSUs under the Grant will be immediately forfeited as of the Termination Date and the Participant will have no further rights to such PSUs.

For purposes of this Agreement, "**Cause**" means any of the following: (i) a willful failure by Participant, in the good faith judgment of the Board, to substantially perform the duties associated and consistent with the scope of the Participant's position; (ii) the Participant's refusal to implement or follow a lawful directive from the Board or CEO; (iii) the Participant's breach of fiduciary duty to the Company; (iv) the Participant's material breach of any written agreement between the Participant and the Company, including, without limitation, any applicable At-Will Employment, Confidential Information and Invention Assignment Agreement; (v) the Participant's intentional engagement in conduct that is materially injurious to the Company (economically or reputationally), including but not limited to, misappropriation of trade secrets or any other tangible or intangible property of the Company, fraud or embezzlement, but excluding any conduct by Participant that is consistent with or pursuant to a lawful directive of the Board or CEO; (vi) the Participant's material violation of a material provision of the Code of Conduct or any policy of Alphabet, Google LLC or any other affiliate of Alphabet that is applicable to the Participant (e.g., policy against sexual harassment, Alphabet's Policy Against Insider Trading (the "Trading Policy"), etc.); (vii) the Participant's material violation of any federal or state law or regulation applicable to the business of the Company; (viii) the Participant's violation of any securities laws, rules or regulations, or the rules and regulations of any securities exchange or association of which the Company is a member, failure to cooperate with the Company in any investigation or formal proceeding or being found liable in a Securities and Exchange Commission enforcement action or otherwise being disqualified from serving in the Participant's position; (ix) the Participant's engaging in gross misconduct; (x) a substantiated finding by the Company (or its delegate) of sexual harassment, sexual misconduct or retaliation; (xi) the Participant being under

investigation for sexual harassment, sexual misconduct or retaliation; or (xii) the Participant's commission of a felony under the laws of the United States or any state thereof or any comparably-classified crime under the laws of a non-US jurisdiction or other serious crime involving moral turpitude. Notwithstanding the foregoing, termination of the Participant's employment or service under (i), (ii), (iii), (iv) or (vi) (only) above will not be for "Cause" unless the Company determines in its sole discretion that the conduct alleged to constitute "Cause" is susceptible of cure or remedy; and, if so, the Participant: (a) is provided with written notice setting forth with specificity the conduct alleged to constitute "Cause," (b) is provided not less than 30 days following such notice (the "Cure Period") to cure or remedy such conduct prior to the effective date of the Participant's termination of employment or services, during which period the Participant shall be provided the opportunity at the Participant's election to address the Board with respect to such conduct (with the assistance of legal counsel, if requested) and (c) fails to cure or remedy such conduct during the Cure Period.

**2. Settlement of PSUs.** Settlement of vested PSUs in respect of a Grant shall occur as soon as practicable following the applicable Determination Date, but in no event later than forty-five (45) days following such Determination Date, and the Company shall have no further obligations under such Grant. Alphabet will settle vested PSUs by issuing (either in book-entry form or otherwise) to the Participant (or the Participant's beneficiary or estate, in the event of the Participant's death), one share of Capital Stock for each vested PSU, subject to satisfaction of all applicable Tax-Related Items, as described in Section II.4 below.

**3. Adjustment Upon Certain Changes.** In the event of any transaction or other event described in Section 9 of the Plan, each Grant shall be treated the same way as all other performance stock units issued under the Plan held by the executive officers of Alphabet in office at the time of such event; provided, that in addition to any actions taken by the Committee in respect of such awards pursuant to Sections 9(c) and (d) of the Plan, to the extent determined by the Committee to be necessary and appropriate in its sole discretion, the number of PSUs subject to each Grant will be fixed at its Target Award.

#### **4. Taxes.**

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

(b) **Payment of Withholding Taxes.** Alphabet shall, pursuant to such procedures as the Committee may specify from time to time, withhold a number of shares of Capital Stock otherwise issuable upon settlement of any vested PSUs having an aggregate Fair Market Value sufficient to satisfy the federal, state and local withholding tax requirements attributable to vested PSUs but not greater than the withholding obligations, as determined by the Committee in its discretion; provided, that, the Committee hereby reserves the discretion to amend this Agreement by notice to the Participant and without obtaining the Participant's consent, to allow the Committee to use any one or more methods permitted by the Plan to satisfy the federal, state and local withholding tax requirements attributable to the PSUs being settled.

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

Notwithstanding the foregoing, in the event that any dividend or other distribution is declared and paid on shares of Capital Stock after the Grant Date (the date of such dividend or other distribution, the "**Dividend Payment Date**"), dividend equivalents in the form of additional PSUs shall be credited to the Participant. The number of additional PSUs to be credited as dividend equivalents to such Participant shall be determined (x) to the extent the dividend or other distribution is in the form of cash, by dividing (A) the product of (i) the total number of outstanding and unsettled Target Award PSUs held by the Participant immediately prior to the Dividend Payment Date, and (ii) the per-share amount of the dividend paid on shares of Capital Stock on the Dividend Payment Date, by (B) the Fair Market value of a share of Capital Stock on the Dividend Payment Date and (y) to the extent the dividend is in the form of Capital Stock, by multiplying (x) the total number of outstanding and unsettled Target Award PSUs held by the Participant immediately prior to the Dividend Payment Date and (y) the number of shares of Capital Stock paid as a dividend per share of Capital Stock. Any additional PSUs credited to the Participant under this Section 5 as dividend equivalents shall be subject to the restrictions and conditions that apply to the PSUs with respect to which such additional PSUs are credited and will be earned and payable if and when the underlying PSU becomes earned and payable, including taking into account the percentage of Target Award earned per Exhibit A. If the underlying PSU does not vest or is otherwise forfeited, any additional PSUs credited under this Section 5 with respect to the underlying PSU will also fail to vest and be forfeited. Notwithstanding anything herein to the contrary, the Committee may specify an alternative form of dividend equivalents from that specified herein with respect to any such dividend or other distribution.

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

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

Notwithstanding the immediately preceding paragraph, and subject to the terms and conditions of this paragraph, the Participant may, with the Company's express written consent, transfer all or a portion of any unvested Grants (but only a whole number of PSUs subject to any Grant) into one or more trusts for the purposes of estate planning (the "**Trust**"). Any Trust must: (a) be subject to any and all terms and conditions of the Plan and this Agreement, including, but not limited to, Section II.1 of this Agreement; (b) be described in General

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Instruction A.1(a)(5) of Form S-8; (c) not provide Participant with any consideration in connection with a transfer permitted under this paragraph; and (d) if requested by the Company, comply with the Trading Policy (as it may be amended from time to time). The Participant acknowledges and agrees that the Company has not made, and does not make in connection with the Grants made under this Agreement, any representations under any applicable law, including, but not limited to, federal or state tax, securities, property, probate or other estate laws, and that the Participant is solely responsible for compliance with all such applicable laws, with respect to any Grants or PSUs transferred into a Trust as permitted under this paragraph.

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

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

**10. Additional Conditions to Issuance of Shares of Capital Stock.** Alphabet shall not be required to issue any shares of Capital Stock hereunder prior to fulfillment of all of the following conditions: (a) the completion of any registration or other qualification of such shares of Capital Stock under any federal, state or local law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, or under any stock exchange on which the shares of Capital Stock are listed for trading, which the Committee shall, in its absolute discretion, deem necessary or advisable; (b) the obtaining of any approval or other clearance from any federal, state or local governmental agency, which the Committee shall, in its absolute discretion, determine to be necessary or advisable; and (c) the lapse of such reasonable period of time not to exceed forty-five (45) days following a Determination Date as the Committee may establish from time to time for reasons of administrative convenience.

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

**12. Policy Against Insider Trading; Recoupment.**

(a) By accepting the Grants, the Participant acknowledges and agrees that (i) a copy of the Trading Policy is accessible to the Participant, (ii) the Participant has had an opportunity to review the Trading Policy and (iii) the Participant is bound by all the terms and conditions of the Trading Policy

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(b) By accepting the Grants, the Participant acknowledges and agrees that (i) incentive-based compensation paid to the Participant pursuant to this Agreement may be subject to recoupment or clawback to the extent permitted or required (A) by applicable law or applicable listing standards of a national securities exchange or (B) pursuant to the terms and conditions of the Company's Clawback Policy, as may be in effect from time to time, (ii) (A) a copy of the Company's Clawback Policy is accessible to the Participant, (B) the Participant has had an opportunity to review the Clawback Policy and (C) the Participant is bound by all the terms and conditions of the Clawback Policy and (iii) Participant authorizes such recoupment or clawback and agrees to comply with any Company request or demand for such recoupment or clawback.

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

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

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

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

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

18. Employee Data Privacy.

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

(b) *Data Collection and Usage. The Company collects, processes and uses the Participant's personal data, including, name, home address and telephone number, date of birth, social*

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insurance number or other identification number, salary, citizenship, job title, any shares of stock or directorships held in the Company, and details of all PSUs cancelled, vested, unvested or outstanding in the Participant's favor, which the Company receives from the Participant or the Participant's employer. If the Company offers the Participant a grant of PSUs under the Plan, then the Company will collect the Participant's personal data for purposes of implementing, administering and managing the Plan. The Company's legal basis for the processing of the Participant's personal data would be his or her consent.

(c) Stock Plan Administration Service Providers. The Company may transfer personal data to third parties which assist the Company with the implementation, administration and management of the Plan, including Charles Schwab & Co., Inc., Morgan Stanley Smith Barney, LLC, and/or such other third parties as may be selected by the Company. In the future, the Company may select a different service provider and disclose the Participant's data with another company that serves in a similar manner. The Company's service provider will open an account for the Participant to receive and trade shares of Capital Stock. The Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Participant's ability to participate in the Plan.

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

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

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

(g) Data Subject Rights. The Participant may have a number of rights under data privacy laws in his or her country. Depending on where the Participant is based, the Participant's rights may include the right to (a) request access to or copies of personal data the Company processes, (b) rectification of incorrect data, (c) deletion of data, (d) restrictions on processing, (e) portability of data, (f) lodge complaints with competent authorities in the Participant's country, and/or (g) request a list with the names and addresses of any potential recipients of personal data. To receive clarification regarding the Participant's rights or to exercise your rights, please contact [gem-help@google.com](mailto:gem-help@google.com).

(h) Additional Consents. Upon request of the Company or if different, the Participant's employer, the Participant agrees to provide a separate executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Participant's employer) that the

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*Company and/or the Participant's employer may deem necessary to obtain from the Participant for the purpose of administering the Participant's participation in the Plan in compliance with the data privacy laws in the Participant's country, either now or in the future. The Participant understands and agrees that the Participant may not be able to participate in the Plan if he or she fails to provide any such consent or agreement requested by the Company and/or the Participant's employer.*

*(i) Supplemental Notice at Collection for California Residents. The following additional disclosures are addressed and only apply to a Participant who resides in California. The categories of personal information that the Company collects from the Participant correspond with the following categories of "personal information" as defined in the California Consumer Privacy Act ("CCPA"): identifiers; any information that identifies, relates to, describes, or is capable of being associated with, a particular individual; characteristics of protected classifications under California or federal law (namely, age); commercial information; and professional or employment related information. The Company collects from the Participant the following category of "sensitive personal information" as defined in the CCPA: social security, driver's license, state identification card and/or passport number. The Company does not use such sensitive personal information to infer characteristics about the Participant and only uses such sensitive personal information for the purposes referenced in subsection 1798.121(a) of the CCPA. The Company does not "sell" or "share" the Participant's "personal information" as the CCPA defines these terms. The Company's CCPA Privacy Policy is available at go/epp.*

19. Appendix. Notwithstanding any provisions in this Agreement, if the Participant resides and/or works outside of the United States, certain additional general terms and conditions as set forth in the Appendix in Exhibit B will apply to the Participant. In addition, the PSUs shall be subject to any additional terms and conditions set forth in the Appendix for the jurisdiction in which the Participant resides and/or works. If the Participant relocates from the United States to a country outside the United States or relocates between the jurisdictions specified in the Appendix, the additional general and country-specific terms and conditions, as applicable, will apply to the Participant, to the extent that Alphabet determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

20. Acceptance. *If the Participant has not affirmatively accepted or rejected the Grants through the Company's designated online acceptance procedure prior to the settlement date, the Participant will be deemed to have accepted the Grants and the terms and conditions applicable to the Grants as set forth in the Plan and this Agreement (including Exhibit A and Exhibit B). If the Participant rejects the Grants, the Grants will be cancelled and no benefits from the Grants nor any compensation or benefits in lieu of the Grants will be provided to the Participant.*

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## EXHIBIT A

**A. Performance Goals.** The number of PSUs that may be earned under each Grant will be determined based on Alphabet's achievement of Threshold, Target or Maximum levels ("Performance Goals") of cumulative total shareholder return ("TSR") vs. the respective TSRs of the constituent companies in the S&P 100 Index (the "S&P 100 Index Companies") (the "TSR Performance") over the Performance Period in respect of such Grant. The terms "Threshold," "Target" and "Maximum," when used in this Exhibit A to describe Alphabet's TSR Performance, are defined below:

Performance Goals	Alphabet's Percentile Rank Relative to Peer Companies	Percentage of Target Award Earned (straight-line interpolation between Threshold and Target; and Target and Maximum)
Minimum	Below 25th percentile	0%
Threshold	At 25th percentile	50%
Target	At 50th percentile	100%
Maximum	At or above 75th percentile	200%

TSR Performance for Alphabet and for the S&P 100 Index Companies (each, a "Peer Company") shall be calculated as follows:

$$\frac{(\text{Ending Average Share Price} - \text{Starting Average Share Price}) + \text{Dividends Reinvested}}{\text{Starting Average Share Price}}$$

Where:

Starting Average Share Price for both Alphabet and the Peer Companies is equal to the average closing price for each trading day in the 90 calendar day period ending on the calendar day immediately preceding the first day of the Performance Period (inclusive of such calendar day).

Ending Average Share Price for both Alphabet and the Peer Companies is equal to the average closing price for each trading day in the 90 calendar day period ending on the last calendar day of the Performance Period (inclusive of such last calendar day).

The Peer Companies are those companies (other than Alphabet) comprising the S&P 100 Index on the Grant Date adjusted as follows in the event of certain corporate events in connection with the Peer Companies:

Merger with Company in Peer Group	In the event of a merger, acquisition or business combination transaction of a Peer Company with or by another Peer Company, the surviving entity shall remain a Peer Company
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Merger with Company not in Peer Group where Peer Company survives	In the event of a merger of a Peer Company with an entity that is not a Peer Company, or the acquisition or business combination transaction of a Peer Company by an entity that is not a Peer Company, in each case where the Peer Company is the surviving entity and remains publicly traded, the surviving entity shall remain a Peer Company
Merger with Company not in Peer Group where Peer Company is not the survivor/Peer Company taken private	In the event of a merger or acquisition or business combination transaction of a Peer Company by or with an entity that is not a Peer Company or a "going private" transaction involving a Peer Company where the Peer Company is not the surviving entity or is otherwise no longer publicly traded, the company shall no longer be a Peer Company
Bankruptcy, Liquidation or Delisting	In the event of a bankruptcy, liquidation or delisting of a Peer Company at any time during the Performance Period, such company shall remain a Peer Company and be assigned a TSR of -100%. Delisting shall mean that a company ceases to be publicly traded on a national securities exchange as a result of any involuntary failure to meet the listing requirements of such national securities exchange, but shall not include delisting as a result of any voluntary going private or similar transaction.
Spin-off Transaction	In the event of a stock distribution from a Peer Company consisting of the shares of a new publicly-traded company (a "spin-off"), the Peer Company shall remain a Peer Company and the stock distribution shall be treated as a dividend from the Peer Company based on the fair market value of the distribution on the date of such distribution; the performance of the shares of the spun-off company shall not thereafter be tracked for purposes of calculating TSR

Dividends Reinvested for both Alphabet and the Peer Companies shall mean dividends paid with respect to an ex-dividend date that occurs beginning from the date when the Starting Average Share Price is measured through the end of the Performance Period (whether or not the dividend payment date occurs during this period), which shall be deemed to have been reinvested in the underlying Capital Stock or common shares, as applicable.

For TSR Performance, should Alphabet fail to achieve at least Threshold, zero percent (0%) of the Target Award shall be earned. Should Alphabet achieve (a) Threshold, fifty percent (50%) of the Target Award shall be earned, (b) Target, one hundred percent (100%) of the Target Award shall be earned, or (c) Maximum (or greater), two hundred percent (200%) of the Target Award shall be earned. Should Alphabet achieve a TSR Performance level that falls between Threshold and Target or between Target and Maximum, the percentage of the Target Award that shall be earned will be based upon straight-line interpolation between such Performance Goals, rounded up to the nearest whole share of Capital Stock.

**B. Determination and Approval of Final Award.** Within forty-five (45) days following the last day of the Performance Period, the Committee shall determine achievement in respect of the Performance Goals (the date of such determination, the “**Determination Date**”) and shall calculate and approve the Final Award in respect of such Grant. Any PSUs that are determined not to be earned by the Committee under such Grant will be forfeited as of the Determination Date and the Participant will have no further rights to such PSUs.

The Committee, in its sole discretion, shall make all determinations regarding the Performance Goals, including, but not limited to, the extent of achievement, and any adjustments to the calculation of TSR of Alphabet or the Peer Companies, as necessary or appropriate. Determinations made by the Committee will be final and binding on all parties and will be given the maximum discretion permitted by law.

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**EXHIBIT B**

**APPENDIX OF  
ADDITIONAL TERMS AND CONDITIONS FOR  
PARTICIPANTS OUTSIDE THE U.S.**

**ALPHABET INC.  
AMENDED AND RESTATED 2021 STOCK PLAN**

**ALPHABET PERFORMANCE STOCK UNIT AGREEMENT**

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

Further, this Appendix includes information regarding certain other issues of which the Participant should be aware with respect to his or her participation in the Plan. The information is based on the laws in effect in the respective countries as of March 2024. Such laws are often complex and change frequently, and the information in this Appendix may be outdated when the PSUs vest and/or are settled and/or the Participant sells any shares of Capital Stock issued pursuant to the vested PSUs.

Participant may also be subject to reporting, notification or other obligations related to foreign asset/account reporting, exchange control or other laws not described in this Appendix. Alphabet therefore strongly recommends that the Participant not rely on the information in this Appendix as the only source of information relating to the consequences of his or her participation in the Plan.

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

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

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## **A. ALL COUNTRIES OUTSIDE THE UNITED STATES**

### ***TERMS AND CONDITIONS***

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

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

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

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

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

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

Alphabet may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including maximum applicable rates in the Participant's country, in which case the Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the Capital Stock equivalent), or if not refunded, the Participant may seek a refund from the local tax authorities. In the event of under-withholding, the Participant may be required to pay any additional Tax-

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Related Items directly to the applicable tax authority or to Alphabet and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in shares of Capital Stock, for tax purposes, the Participant will be deemed to have been issued the full number of shares of Capital Stock subject to the vested PSUs, notwithstanding that a number of the shares of Capital Stock is held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Participant's participation in the Plan.

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

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

- (a) the Plan is established voluntarily by Alphabet, it is discretionary in nature and it may be modified, amended, suspended or terminated by Alphabet at any time, to the extent permitted by the Plan;
- (b) the PSU grant is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of PSUs, or benefits in lieu of PSUs, even if PSUs have been granted in the past;
- (c) all decisions with respect to future PSU grants, if any, will be at the sole discretion of Alphabet;
- (d) the PSU grant and the Participant's participation in the Plan shall not create a right to employment or other service relationship with Alphabet;
- (e) the PSU grant and the Participant's participation in the Plan shall not be interpreted as forming or amending an employment or service contract with Alphabet or the Employer, and shall not interfere with the ability of Alphabet, the Employer or any Subsidiary or affiliate of Alphabet, as applicable, to terminate the Participant's employment or service relationship;
- (f) the Participant is voluntarily participating in the Plan;
- (g) the PSUs and the shares of Capital Stock subject to the PSUs, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to Alphabet or the Employer, and which is outside the scope of the Participant's employment or service contract, if any;
- (h) the PSUs and the shares of Capital Stock subject to the PSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;
  - (i) unless otherwise agreed with Alphabet in writing, the PSUs and the shares of Capital Stock subject to the PSUs, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of a Subsidiary or affiliate of Alphabet;
  - (j) the PSUs and the shares of Capital Stock subject to the PSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses,

long-service awards, holiday pay, leave-related payments, holiday top-up, pension or retirement or welfare benefits or similar mandatory payments;

(k) the future value of the underlying shares of Capital Stock is unknown, indeterminable and cannot be predicted with certainty;

(l) no claim or entitlement to compensation or damages shall arise from (i) forfeiture of the PSUs resulting from termination of the Participant's employment or service (for any reason whatsoever, whether or not later found to be invalid or in breach of applicable laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any) and/or (ii) the forfeiture or cancellation of the PSUs and/or recoupment of any shares of Capital Stock, cash or other benefits acquired under the Plan resulting from the application of any recoupment policy Alphabet may adopt and/or amend from time to time, or any recovery or clawback policy otherwise required by applicable laws, rules, regulations or stock exchange listing standards;

(m) for purposes of the PSUs, the Participant's Termination Date will be the date he or she is no longer actively providing services to Alphabet, the Employer or any of the other Subsidiaries or affiliates of Alphabet (regardless of the reason for such termination and whether or not later found to be invalid or in breach of applicable laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any) and unless otherwise determined by Alphabet, such date will not be extended by any notice period (e.g., the Participant's period of employment would not include any contractual notice period or any period of "garden leave" or similar period mandated under applicable laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any); the Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing services for purposes of the Participant's PSU Grant (including whether the Participant may still be considered to be providing services while on a leave of absence);

(n) unless otherwise provided in the Plan or by Alphabet in its discretion, the PSUs and the benefits evidenced by this Agreement do not create any entitlement to have the PSUs or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Capital Stock; and

(o) neither Alphabet, the Employer nor any Subsidiary or affiliate of Alphabet shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the PSUs or of any amounts due to the Participant pursuant to the vesting of the PSUs or the subsequent sale of any shares of Capital Stock acquired upon settlement.

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

**Insider Trading Restrictions / Market Abuse Laws.** The Participant a may be subject to insider trading restrictions and/or market abuse laws, which may affect his or her ability to accept, acquire, sell or otherwise dispose of shares of Capital Stock, rights to acquire shares of Capital Stock (e.g., PSUs) or rights linked to the value of shares of Capital Stock during such times as the Participant is considered to have "inside information" regarding the Company as defined by or determined under the laws or regulations in the applicable jurisdictions. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before he or she possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party and (ii) "tipping" third parties or causing them otherwise to buy or sell securities, where third parties include fellow employees. Any restrictions under these laws or

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regulations are separate from and in addition to the Trading Policy described in Part II, Section 12 of the Agreement. The Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions and that he or she should speak to his or her personal legal advisor regarding this matter.

**Foreign Asset / Account Reporting Requirements, Exchange Controls and Tax Requirements.** The Participant's country may have certain foreign asset and/or account reporting requirements and exchange controls which may affect the Participant's ability to acquire or hold shares of Capital Stock under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of shares of Capital Stock) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such accounts, assets or transactions to the tax or other authorities in the Participant's country. The Participant also may be required to repatriate sale proceeds or other funds received as a result of the Participant's participation in the Plan to the Participant's country through a designated bank or broker and/or within a certain time after receipt. In addition, the Participant may be subject to tax payment and/or reporting obligations in connection with any income realized under the Plan and/or from the sale of shares of Capital Stock. The Participant acknowledges that it is the Participant's responsibility to be compliant with all such requirements, and the Participant should consult his or her personal legal and tax advisors, as applicable, to ensure his or her compliance.

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

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

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

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

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

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## **B. COUNTRY-SPECIFIC ADDITIONAL TERMS AND CONDITIONS**

### **ARGENTINA**

**Labor Law Acknowledgement.** In accepting the PSUs, the Participant acknowledges and agrees that the grant of the award is made by Alphabet (and not the Employer) in its sole discretion and that the value of the PSUs or any shares of Capital Stock acquired under the Plan shall not constitute salary or wages for any purpose under Argentine labor law, including, but not limited to, the calculation of (a) any labor benefits including, without limitation, vacation pay, thirteenth salary, compensation in lieu of notice, annual bonus, disability, and leave of absence payments, etc., or (b) any termination or severance indemnities or similar payments. If, notwithstanding the foregoing, any benefits under the Plan are considered as salary or wages for any purpose under Argentine labor law, the Participant acknowledges and agrees that such benefits shall not accrue more frequently than on the relevant vesting date(s).

**Securities Law Information.** Neither the PSUs nor the underlying shares of Capital Stock are publicly offered or listed on any stock exchange in Argentina and, as a result, have not been and will not be registered with the Argentine Securities Commission (*Comisión Nacional de Valores*). Neither this Appendix nor any other offering material related to the PSUs nor the underlying shares of Capital Stock may be utilized in connection with any general offering to the public in Argentina. Argentine residents who are granted PSUs under the Plan do so according to the terms of a private offering made from outside Argentina.

### **AUSTRALIA**

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

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

### **AUSTRIA**

There are no country-specific provisions.

### **BELGIUM**

There are no country-specific provisions.

### **BRAZIL**

**Compliance with Law.** By accepting the PSUs, the Participant acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable Tax-Related Items associated with the PSUs, the receipt of any dividends and/or dividend equivalents and the sale of shares of Capital Stock acquired under the Plan.

**Labor Law Acknowledgment.** By accepting the PSUs, the Participant agrees that he or she is (i) making an investment decision, and (ii) the value of the underlying shares of Capital Stock is not fixed and may increase or decrease over the Performance Period without compensation to the Participant. The Participant further agrees that, for all legal purposes, (i) the PSUs and underlying shares of Capital Stock are the result of commercial transactions unrelated to the Participant's employment; (ii) the PSUs and underlying shares of Capital Stock are not a part of the

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terms and conditions of the Participant's employment; and (iii) the income from the PSUs, if any, is not part of the Participant's remuneration from employment.

## **CANADA**

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

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

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

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

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

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

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

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

### **The following provisions apply if the Participant resides in Quebec:**

**French Language Documents.** A French translation of the Agreement, the Plan and relevant sections of this Appendix have been made available to the Participant. The Participant understands that, from time to time, additional information related to the PSUs may be provided in English and such information may not be immediately available in French. However, upon request, the Company will provide a translation of such

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information into French as soon as reasonably practicable. Notwithstanding anything to the contrary in the Agreement, and unless the Participant indicates otherwise, the French translation of this document and certain other documents related to the PSUs will govern the Participant's participation in the Plan.

**Employee Data Privacy.** The Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or otherwise, involved in the administration and operation of the Plan. The Participant further authorizes Alphabet and any Subsidiary or affiliate of Alphabet to discuss and disclose the Participant's participation in the Plan with their advisors. The Participant further authorizes Alphabet and any Subsidiary or affiliate of Alphabet to record such information in his or her employee file. The Participant acknowledges and agrees that the Participant's personal information, including any sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the U.S. If applicable, the Participant also acknowledges and authorizes Alphabet and any Subsidiary or affiliate, the administrator of the Plan and any third party brokers/administrators that are assisting Alphabet with the operation and administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Participant or the administration of the Plan.

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

#### **CHILE**

**Securities Law Information.** The offer of the PSUs is effective as of the Grant Date. The offer of PSUs is made subject to general ruling n° 452 of the Chilean Commission for the Financial Market (the "CMF"). The offer refers to securities not registered at the Securities Registry or at the Foreign Securities Registry of the CMF, and, therefore, such securities are not subject to oversight of the CMF. Given that the PSUs are not registered in Chile, the Company is not required to provide public information about the PSUs or the shares of Capital Stock in Chile. Unless the PSUs and/or the shares of Capital Stock are registered with the CMF, a public offering of such securities cannot be made in Chile, unless the offer complies with the conditions set forth in general ruling n° 452.

#### **COLOMBIA**

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

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

#### **CROATIA**

There are no country-specific provisions.

#### **CZECH REPUBLIC**

There are no country-specific provisions.

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## **EGYPT**

There are no country-specific provisions.

## **FINLAND**

There are no country-specific provisions.

## **FRANCE**

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

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

## **GERMANY**

There are no country-specific provisions.

## **GHANA**

There are no country-specific provisions.

## **GREECE**

There are no country-specific provisions.

## **HONG KONG**

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

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

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

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*"prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong, and (ii) are intended only for the personal use of the Participant and may not be distributed to any other person.*

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

#### **HUNGARY**

There are no country-specific provisions.

#### **ICELAND**

There are no country-specific provisions.

#### **INDIA**

There are no country-specific provisions.

#### **INDONESIA**

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

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

#### **IRELAND**

There are no country-specific provisions.

#### **ITALY**

**Plan Document Acknowledgment.** By accepting the PSUs, the Participant acknowledges that he or she has received a copy of the Plan and the Agreement and has reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix. The Participant further acknowledges that he or she has read, understands and specifically and expressly accepts the following sections of the Agreement: Part II, Section 1, "Vesting of PSUs"; Part II, Section 4,

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“Taxes”; Part II, Section 7, “PSUs Not Transferable”; Part II, Section 16, “Governing Law”; the “Taxes”, “Nature of Grant”, “Language” and “Imposition of Other Requirements” provisions in Part A of this Appendix.

#### **JAPAN**

There are no country-specific provisions.

#### **KENYA**

There are no country-specific provisions.

#### **KOREA**

There are no country-specific provisions.

#### **KUWAIT**

**Securities Law Information.** The Plan does not constitute the marketing or offering of securities in Kuwait pursuant to Law No. 7 of 2010 as amended (establishing the Capital Markets Authority) and its implementing regulations.

#### **LITHUANIA**

There are no country-specific provisions.

#### **LUXEMBOURG**

There are no country-specific provisions.

#### **MALAYSIA**

There are no country-specific provisions.

#### **MEXICO**

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

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

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

Alphabet, with registered offices at 1600 Amphitheatre Parkway, Mountain View, CA 94043, U.S.A., is solely responsible for the administration of the Plan and participation in the Plan and, in Participant’s case, the acquisition of shares of Capital Stock does not, in any way, establish an employment relationship between the Participant and Alphabet since the Participant is participating in the Plan on a wholly commercial basis and his or her sole Employer

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is a Mexican Subsidiary or affiliate of Alphabet, nor does it establish any rights between the Participant and the Employer.

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

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

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

#### Spanish Translation

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

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

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

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

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

*Adicionalmente, al firmar el Acuerdo, el que tiene las Unidades de Acción Restringida reconoce que ha leído, y que aprueba específicamente y expresamente los términos y condiciones contenidos en la Parte A, « Nature of Grant » del Acuerdo, sección en la cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el mismo es ofrecida por la Compañía de forma enteramente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) la Compañía, así como sus*

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*Subsidiarias o filiales no son responsables por cualquier detrimiento en el valor de las Acciones en relación con las Unidades de Acción Restringida.*

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

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

#### **NETHERLANDS**

There are no country-specific provisions.

#### **NEW ZEALAND**

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

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

*New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, the Participant may not be*

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given all the information usually required. The Participant will also have fewer other legal protections for this investment.

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

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

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

A copy of the above documents will be sent to the Participant free of charge on written request to Global Equity Management at the Company at [gem-help@google.com](mailto:gem-help@google.com).

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

#### **NIGERIA**

There are no country-specific provisions.

#### **NORWAY**

There are no country-specific provisions.

#### **PERU**

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

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

**Securities Law Information.** The grant of the PSUs is considered a private offering in Peru; therefore, neither the grant of the PSUs, nor the issuance of shares of Capital Stock at settlement of the PSUs, is subject to securities registration in Peru. For more information concerning this offer, please refer to the Plan, this Agreement, the Plan Prospectus and any other grant documents made available to the Participant by Alphabet. For more information

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regarding Alphabet, please refer to Alphabet's most recent annual report on Form 10-K and quarterly report on Form 10-Q available at [www.sec.gov](http://www.sec.gov).

## **PHILIPPINES**

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

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

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

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

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

If vesting is suspended, once approval has been received and provided the Participant is employed by the Company, the Participant will receive a vesting credit for that portion of the PSUs that would have vested prior to obtaining approval from the Philippines Securities and Exchange Commission, if applicable, and the remaining portion of the PSUs will vest in accordance with the schedule set forth in the Grant Dates. If the Participant's employment with the

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Company terminates prior to the receipt of all necessary approvals from the Philippines Securities and Exchange Commission, any unvested PSUs will be forfeited.

#### **POLAND**

There are no country-specific provisions.

#### **PORUGAL**

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

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

#### **ROMANIA**

**Language Consent.** By accepting the PSUs, the Participant acknowledges that the Participant is proficient in reading and understanding English and fully understands the terms of the Agreement, including this Appendix, the Plan and all other materials that the Participant may receive regarding participation in the Plan, which were provided in the English language. Participant accepts the terms of these documents accordingly.

#### **RUSSIA**

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

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

#### **SAUDI ARABIA**

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

The Capital Market Authority does not make any representation as to the accuracy or completeness of the Agreement, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of the Agreement. Prospective acquirers of the securities offered hereby should conduct their own due

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diligence on the accuracy of the information relating to the securities. If the Participant does not understand the contents of the Agreement, the Participant should consult an authorized financial advisor.

#### **SENEGAL**

There are no country-specific provisions.

#### **SLOVAK REPUBLIC**

There are no country-specific provisions.

#### **SOUTH AFRICA**

***The following provision supplements Part A, “Taxes” of this Appendix:***

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

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

1. Alphabet's most recent Annual Report (Form 10-K) –<http://abc.xyz/investor/>
2. Alphabet's most recent Plan Prospectus - go/stock

The Participant acknowledges that he or she may have copies of the above documents provided to him or her, at no charge, on request to Global Equity Management at Google at [gem-help@google.com](mailto:gem-help@google.com).

#### **SPAIN**

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

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

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

The Participant understands that Alphabet has unilaterally, gratuitously and in its sole discretion decided to grant PSUs under the Plan to individuals who may be employees or consultants of Alphabet or its Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind Alphabet or any of its Subsidiaries or affiliates on an ongoing basis. Consequently, the Participant understands that the PSUs are granted on the assumption and condition that the PSUs or the shares of Capital Stock acquired upon vesting shall not become a part of any employment contract (either with Alphabet or any of its Subsidiaries or affiliates) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, the Participant understands

that this grant would not be made to the Participant but for the assumptions and conditions referred to above; thus, the Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the PSUs shall be null and void.

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

**Securities Law Information.** No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory in connection with the PSUs. The Agreement has not been, nor will it be, registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

#### **SWEDEN**

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

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

#### **SWITZERLAND**

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

#### **TAIWAN**

There are no country-specific provisions.

#### **THAILAND**

There are no country-specific provisions.

#### **TURKEY**

**Securities Law Information.** The Participant understands and agrees that he or she is not permitted to sell any shares of Capital Stock acquired under the Plan in Turkey. The shares of Capital Stock are currently listed on the

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Nasdaq Global Select Market, which is located outside of Turkey, and the shares of Capital Stock may be sold through this exchange.

#### **UGANDA**

There are no country-specific provisions.

#### **UKRAINE**

There are no country-specific provisions.

#### **UNITED ARAB EMIRATES**

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

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

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

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

#### **UNITED KINGDOM**

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

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

Notwithstanding the foregoing, if the Participant is a director or executive officer (within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the Participant may not be able to indemnify Alphabet or the Employer for the amount of any Tax-Related Items not collected from or paid by the Participant as it may be considered a loan. In this case, the amount of any income tax not collected within 90 days after the end of

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the U.K. tax year in which the event giving rise to the Tax-Related Item(s) occurs may constitute an additional benefit to the Participant on which additional income tax and national insurance contributions may be payable. The Participant acknowledges that he or she will be responsible for paying and reporting any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying Alphabet or the Employer, as applicable, for the value of any employee national insurance contributions due on this additional benefit, which Alphabet or the Employer may recover from the Participant by any of the means referred to in the "Taxes" section of Part A of this Appendix.

#### **VIETNAM**

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

\* \* \*

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO  
EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a),  
AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Sundar Pichai, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Alphabet Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 25, 2024

/s/ SUNDAR PICHAI

Sundar Pichai

Chief Executive Officer  
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO  
EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a),  
AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Ruth Porat, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Alphabet Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 25, 2024

/S/ RUTH PORAT

Ruth Porat

President and Chief Investment Officer;  
Chief Financial Officer

**CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER  
PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Sundar Pichai, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Alphabet Inc. for the quarterly period ended March 31, 2024, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Alphabet Inc.

Date: April 25, 2024

By:

/s/ SUNDAR PICHAI

Name:

Sundar Pichai

Title:

Chief Executive Officer  
(Principal Executive Officer)

I, Ruth Porat, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Alphabet Inc. for the quarterly period ended March 31, 2024, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Alphabet Inc.

Date: April 25, 2024

By:

/s/ RUTH PORAT

Name:

Ruth Porat

Title:

President and Chief Investment Officer; Chief Financial Officer

*The foregoing certifications are not deemed filed with the Securities and Exchange Commission for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (Exchange Act), and are not to be incorporated by reference into any filing of Alphabet Inc. under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof, regardless of any general incorporation language in such filing.*