

ATTACHMENT A

1. Kai-Fu Lee agrees to fully comply with the terms of the Employment Agreement or other agreements he signed with Microsoft Corporation (collectively the "Employment Agreement"). The Employment Agreement contains provisions restricting Kai-Fu Lee from post-employment competition (para. 9), indirect and direct solicitation of Microsoft employees or the employees of Microsoft subsidiaries (para. 9), and obligations that prohibit any disclosure or use of any Microsoft trade secrets or confidential information (para. 3). Kai-Fu Lee represents and agrees that he has not and will not use, disclose, or bring into Google any Microsoft trade secret or confidential information and Google represents and agrees that it has not and will not ask Mr. Lee to use, disclose or bring into Google any Microsoft trade secret or confidential information, provided that Mr. Lee agrees to notify Google in the event that Google asks for information that Mr. Lee believes would require him to disclose confidential or trade secret information of Microsoft. In addition, Kai-Fu Lee agrees that ~~and that~~ he will not solicit, directly or indirectly, any employees of Microsoft, or its subsidiaries.

2. So long as Kai-Fu Lee complies with the terms of this Attachment, Google agrees to indemnify and defend him against any claims by Microsoft arising out of any alleged breach of the non-competition, non-disclosure of trade secrets and confidential information, or non-solicitation provisions of the Employment Agreement; *provided, however*, Google's duty to indemnify and defend will arise only upon notification by Mr. Lee of any such claims and his tender of the defense of such claims to Google. Upon and from the time of such notification, Google ~~inc.~~ shall engage and direct counsel of Google's choosing in order to defend Kai-Fu Lee against said non-competition, non-disclosure of trade secret and confidential information, and non-solicitation claims, and no other claims.

3. If Microsoft successfully enjoins Kai-Fu Lee from working at both Microsoft and Google due to the non-competition and/or nondisclosure provisions of the Employment Agreement, and so long as Mr. Lee has complied with and continues to comply with the terms of this Attachment, to the extent permitted by law and court order, Google agrees to place Mr. Lee on a paid leave of absence or consulting engagement for the duration of the injunction, up to twelve (12) months from the date of first employment with Google. Google agrees to provide the salary, bonus, benefits (including expatriate benefits), and, to the extent permitted, stock option vesting that Mr. Lee would have received if he were employed by Google under the terms of the Offer Letter into which this Attachment A is incorporated, and if not so permitted, to take appropriate steps to make Mr. Lee whole for the period he remains without employment, up to twelve (12) months from the date of first employment with Google.

4. If Kai-Fu Lee is enjoined from working pursuant to Paragraph 3 above, he will be placed in a position at Google following the injunction period, if not more than twelve (12) months in length, and subject to Google's discretion. Should Mr. Lee be terminated for cause (as defined) ~~from~~ or voluntarily quit his employment with Google at any time during the period of enjoinder or the first year of actual service to Google during the two years following his date of hire with Google for reasons other than those set forth in paragraphs 6 below:

- A.            Kai-Fu Lee will immediately return to Google all compensation paid to him under paragraph 3.
- B.            Vested, unexercised stock options and Google Stock Units (GSU's) will be forfeited;
- C.            Exercised, retained stock options and GSU's will be subject to re-purchase by Google for the initial option/GSU price; and
- D.            Any proceeds from purchased stock options and/or GSU's will be held by him in trust for a period of twelve (12) months from the expiration of the paid leave of absence, and returned to Google immediately upon termination or resignation of the same occurs before the second anniversary of employment.

5. For purposes of this Attachment, "Cause" is defined as:

A. Breach of the Employment Agreement.

B. Breach of any Google non-solicitation, confidentiality, work product and copyrights, and/or inventions assignment provisions.

C. Any failure to perform assigned job responsibilities that continues unremedied for a period of thirty (30) days after written notice to Kai-Fu Lee by Google, other than due to a substantive modification of job responsibilities by Google during two years following his date of hire with Google.

D. Conviction of a felony or misdemeanor or failure to contest prosecution for a felony or misdemeanor.

E. Google's reasonable belief that Kai-Fu Lee engaged in unethical or illegal practices, dishonesty or disloyalty.

The parties agree that paragraph 4 is inapplicable unless the terms of paragraph 3 occur.

6. The parties agree that paragraph 4 is inapplicable unless Mr. Lee is enjoined pursuant to the terms of paragraph 3. In addition, the parties agree that paragraph 4 is inapplicable in the event of the following:

A. Kai-Fu Lee is unable to return to work due to death or disability (defined as the complete inability to perform the duties of his job for a period of 180 consecutive days or 180 days in the aggregate within twelve (12) months);

B. If immediately following the enjoinder period of up to twelve (12) months, Google terminates Mr. Lee for reasons other than Cause or the violation by Mr. Lee of the provisions of this Attachment.

7. In the event that Google elects for any reason to withdraw or rescind the offer of employment prior to Mr. Lee's agreed upon start date for any reason other than at the request of Mr. Lee, Google will provide All other terms of the offer will be withdrawn.

8. 5. Kai-Fu Lee agrees that during any period he is being paid pursuant to paragraph 3 above, he is not permitted to perform work, including but not limited to performing as an employee, consultant or advisor, for any company or business, without express written permission from a Vice President of Engineering or the Vice President of Human Resources at Google.

9. Google agrees that in the event of any settlement of a litigation matter with Microsoft which would impact the duties anticipated to be performed or being performed by Kai-Fu Lee for Google, or which would require relocation from mainland China, Mr. Lee will be provided advance notice regarding any settlement terms applicable to him and allowed to provide reasonable input as to said terms.