amazon | Development Centre India

OFFER CUM APPOINTMENT LETTER

Sneha Chandra Mohan
Kadambottu padath house, Angadippuram, malappuram
Angaadippuram
679321
IN

Dear Sneha,

On behalf of **Amazon Development Centre (India) Private Limited**, a company incorporated under the laws of India, having its registered office at # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India (hereinafter the "Company" or "Amazon India"), we are very pleased to issue this Offer cum Appointment Letter for the position of **Jr Finops Analyst, Payroll** at **Maharashtra**, India.

Your employment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth hereinbelow. If you wish to accept employment with the Company, please convey your acceptance in the manner provided for by the Company. The offer of employment contained in this Offer cum Appointment Letter will expire if you have not accepted the same on or before **10 business days**.

Upon your acceptance of the offer herein, this Offer cum Appointment Letter shall form the employment contract that is a valid and binding agreement of employment between Amazon India and you, and you shall be bound by the terms and conditions stipulated herein below.

1. Date of Commencement

Your employment with Amazon India will commence on **04-Jan-2021**.

2. Probation

You shall be on probation for a period of 3 months ("Probation Period") from the date of joining. Your performance will be reviewed and evaluated at regular intervals during the Probation Period. Depending on the outcome of such evaluation/s, the Company may, at its sole discretion, either (a) if your performance is found satisfactory, confirm your appointment; or (b) if your performance is found to be unsatisfactory, extend, in writing, the Probation Period by a further period of 3 more months or terminate your employment with Amazon India with

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

immediate effect and without any advance or prior notice, and with no further liabilities to Amazon India, except for payment of remuneration up to the date of termination of employment.

3. Duties

3.1 You will be employed in the position of **Jr Finops Analyst, Payroll**. Your manager will advise you about your job responsibilities after your joining with us. You will be expected to do your job to the best of your ability at all times as per the job responsibilities advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Amazon India.

3.2 You will be required to comply with Amazon India's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Amazon India's Policies and Procedures, as communicated to you. Amazon India reserves the right to change Amazon India's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.

3.3 You acknowledge that during the course of your employment, as the business of Amazon India changes, it may be necessary to rotate you in other departments / units. Amazon India therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.

3.4 Unless specified in writing, you shall not be authorised to enter into any contractual obligations on behalf of Amazon India or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Amazon India or its affiliates.

4. Hours of Work

The normal business hours of the office, at which you work, will apply to you and these will be advised on commencement of employment and when there is a change. You may be required to work in shifts for different work hours or workdays during the week depending on the business or team that you may be working for. You will be advised by your manager or department about such requirements at the time of joining and from time to time during the course of your employment, as appropriate. Certain business teams also operate on 24x7 basis and hence, may have rotational shifts or related requirements for their respective team members. Please refer to Amazon India's Policies and Procedures for further details.

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

5. Place of Work

Your initial place of work will be at Amazon India's facility in Maharashtra. However, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you. As you are joining during the period of the Covid-19 Pandemic, you may be permitted to work from a location of your choice in India with the prior approval of your manager under the condition that you are willing to get back to the location mentioned above as and when required by Amazon.

6. Remuneration

6.1 Your Annual Base Pay will be Rs.**180,000** per annum made payable in arrears in accordance with Amazon India's standard payroll practice and subject to all lawful deductions of income tax, provident fund contribution (if any), insurances or otherwise. Your Base Pay is inclusive of both the employer`s and the employee`s provident fund contributions. Your Base Pay will be reviewed in accordance with internal performance review systems, details of which are set out in Amazon India's Policies and Procedures. If your hire date is on or before the first Monday in October of the current year, you will be eligible for a performance assessment and salary adjustment in the next calendar year. Ordinarily, this process occurs in the month of April each year.

6.2 Amazon India has the right to deduct from your pay/salary any sums which you may owe Amazon India, including without limitation, any over-payments or loans made to you by Amazon India or any demand raised by any judicial or quasi-judicial authority for your acts or omissions and / or losses suffered by Amazon India as a result of your negligence or breach of the terms contained in this Offer cum Appointment Letter/Amazon India's Policies, or your failure to return Amazon India's property.

7. Contribution to Employees' Provident Fund

Amazon India will contribute to Employees' Provident Fund (EPF) as and when required by the Employees' Provident Funds and Miscellaneous Provision Act, 1952 read with the Employees' Provident Funds Scheme, 1952, and as further described in Amazon India's Policies and Procedures.

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

The Employees' Provident Fund Organization ('EPFO'), the statutory body established under Employees' Provident Funds and Miscellaneous Provisions Act, 1952, requires linking of the employee's Aadhaar details with their respective Universal Account Number ('UAN'). For this purpose and to enable Amazon India to make the EPF contributions, Amazon India will collect a copy of your e-aadhar, which needs to be uploaded by you on Amazon HRS tool prior to commencement of your employment with Amazon India. Foreign Nationals / Overseas Citizens of India shall be required to provide a copy of the first and last page of their valid passport for this purpose.

You acknowledge and provide your consent to Amazon India to use your aadhaar/e-aadhaar or passport (as the case may be) during the tenure of your employment with Amazon India for the purpose of any other requirement under a Government scheme or benefit that may mandate production of such documents as per the applicable law(s) and/or for Amazon India's compliance with its obligations under applicable law(s).

8. Leave

Amazon India will grant you leave as provided in Amazon India's Policies and Procedures. All leave scheduling and organisation will be arranged to ensure smooth business operation; your manager's approval is required prior to your scheduling or changing any leave.

9. Confidential Information and Confidentiality Obligations

9.1 "Confidential Information" means and includes any information that relates to the business of the Company that is not generally available to the public. Without limiting the foregoing, Confidential Information includes:

(1) the identity of, contractual terms with, and any information relating to, the Company's business partners, customers, services clients, sellers, agents, employees, contractors, investors, joint ventures, vendors, or suppliers and the terms on which the Company does business with each such entity, or generally;

(2) computer code (including source code and object code) or software developed, modified, or used by the Company;

(3) data of any sort compiled by the Company, including, but not limited to, data relating to products and services, advertising and marketing, and existing or prospective customers, clients, vendors, or business partners;

(4) algorithms, procedures or techniques, or the essential ideas and principles underlying such algorithms, procedures or techniques, developed by, or whose workings are otherwise known to, the Company (but excluding any public

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

domain algorithms, procedures, or techniques), whether or not such algorithms, procedures or techniques are embodied in a computer program, including, but not limited to, techniques for identifying prospective customers, communicating effectively with prospective or current customers, reducing operating costs, or increasing system reliability;

(5) the fact that the Company uses, has used, or has evaluated for potential use any particular database, source of data, algorithm, procedure or technique, or the essential ideas and principles underlying such algorithm, procedure or technique, developed or supplied by a party other than the Company (including any algorithms, procedures or techniques in the public domain), whether or not such algorithms, procedures or techniques are embodied in a computer program;

(6) pricing or marketing strategies developed, investigated, acquired (from a third party or otherwise), evaluated, modified, tested or employed by the Company, or any information related to, or that might reasonably be expected to lead to, the development of such strategies;

(7) information about the Company's future plans, including, but not limited to, plans for expanding into new products, geographical areas, market segments, or services;

(8) any information that would typically be included in the Company's financial statements, including, but not limited to, the amount of the Company's assets, liabilities, net worth, revenues, expenses, or net income;

(9) the following information which shall hereinafter be referred to as the "Disclosure Information":

(a) any and all algorithms, procedures or techniques related to the Company's business activities or to your work with the Company, and the essential ideas and principles underlying such algorithms, procedures or techniques, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such algorithms, procedures or techniques are embodied in a computer program;

(b) any and all pricing or marketing strategies, the essential ideas and principles on which such strategies are based, and any information that might reasonably be expected to lead to the development of such

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

strategies, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company;

(c) information relating to any and all products and services, and the essential ideas and principles underlying any and all products and services, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, whether or not such products or services are marketed, sold, or provided by the Company; and

(d) any other ideas or information conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by you during the course of your employment with the Company, if the idea or information could reasonably be expected to prove useful or valuable to the Company;

(10) any other information gained in the course of your employment with the Company that could reasonably be expected to prove deleterious to the Company if disclosed to third parties, including without limitation, any information that could reasonably be expected to aid a competitor or potential competitor of the Company in competing more effectively with the Company;

(11) any information received by the Company from third parties, whether or not under obligation of confidentiality;

(12) any information derived from any of the above, including any intellectual property rights attached thereto; and

(13) any copies of the above mentioned information.

9.2 Confidentiality Obligations:

(1) You acknowledge that you have acquired and/or will acquire Confidential Information during the course of, or incident to, your employment with the Company, and that the ability of the Company to continue in business could be seriously jeopardized if such Confidential Information were to be used by you or by other persons or firms to compete with the Company. Accordingly, you agree

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

that you shall not, directly or indirectly, at any time, during the term of your employment with the Company or at any time thereafter, and without regard to when or for what reason, if any, such employment shall terminate, use or cause to be used any Confidential Information in connection with any activity or business except the business of the Company, and shall not disclose or cause to be disclosed any Confidential Information to any individual, partnership, corporation, or other entity unless such disclosure has been specifically authorized in writing by the Company, or except as may be required by any applicable law or by order of a court of competent jurisdiction, or any regulatory or governmental body. Further, you agree that you will give the Company prompt notice of any such order/direction of a court/ regulatory or governmental body so that the Company may seek relief by way of a protective order or other appropriate remedy, and further will provide any assistance which the Company may reasonably require in order to secure such order or such remedy (with your expenses reasonably incurred in providing such assistance to be reimbursed by the Company). In the event such protective order or other remedy is not obtained, you shall furnish only that portion of the Confidential Information which is legally required by the governmental entity or regulatory authority; and will use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

(2) During the course of your employment with the Company and at the date of termination thereof (hereinafter the "Date of Termination"), you shall promptly disclose and deliver over to the Company, without additional compensation, in writing, or in such form and manner as the Company may reasonably require, the Disclosure Information defined in Section 9.1(9) hereinabove, to the extent that such disclosure could reasonably be expected to be of interest to the Company.

(3) Nothing in this Offer cum Appointment Letter shall be deemed to dilute or waive any rights related to the protection of trade secrets that the Company may have under common law or any applicable statutes.

10. Intellectual Property Rights

10.1 All patents, copyrights, trade secrets, trade/commercial names, proprietary rights, logos, slogans and all other intellectual property rights developed by or for the Company by any person, including but not limited to intellectual property rights relating to any and/or all of the Confidential Information, ("Intellectual Property Rights") shall be owned by the Company. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, you hereby agree to irrevocably, perpetually and unconditionally

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

sell, assign, transfer and convey to the Company and its successors your entire right, title and interest in the Confidential Information and/or Intellectual Property Rights and any improvements thereto throughout the world, including, without limitation:

(1) all patents, copyrights, trade secrets, trade/commercial names, logos, other proprietary rights and all other intellectual property rights in the Confidential Information and all rights to secure registrations, renewals and extensions of the same;

(2) all rights to make, have made, use, practice, import, export and otherwise fully exploit the Confidential Information and any and all improvements that the Employee or Company may hereafter make or develop;

(3) all rights to file and prosecute applications for patent, copyright and all other intellectual property protection covering the Confidential Information and improvements thereon, and the processes and designs embodied therein, in India, the United States and in every other country and jurisdiction throughout the world;

(4) all rights under any patent, copyright and all other intellectual property which may be issued on the Confidential Information or the improvements thereon, and any processes and designs therein, and all rights to enjoy the same; and

(5) all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, electronically stored information, or other materials related to the Confidential Information.

10.2 During the period of your employment with the Company and as may be reasonably necessary subsequent to your employment, you agree to cooperate with the Company as may be necessary to obtain patent, copyright and all other intellectual property protection for the Intellectual Property Rights and improvements thereto throughout the world and agree to do such further acts and execute and deliver to the Company such instruments as may be required to perfect, register or enforce the Company's ownership of the rights assigned, transferred or conveyed. If such cooperation is required after the Date of Termination, the Company shall compensate you at a reasonable rate for the time and related expenses actually spent by you at the Company's request. If you fail or refuse to execute any such instruments, you hereby appoint the Company as your attorney-in-fact to act on your behalf and to execute such instruments. This appointment shall be irrevocable and deemed to be a power coupled with an interest.

10.3 For the purposes of the assignment, transfer or conveyance referred to hereinabove, you acknowledge and covenant that your employment with the Company and the benefits

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

received thereunder shall be treated as good and valuable consideration and that you are not entitled to any further consideration in any form or manner whatsoever in relation thereto.

10.4 Notwithstanding any other provision hereof to the contrary, this Offer cum Appointment Letter does not obligate you to assign or offer to assign to the Company any of your rights in an invention for which no equipment, supplies, facilities, Intellectual Property Rights, Confidential Information or trade secret information of the Company was used and which was developed entirely on your own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from or is related to, any work performed by you for the Company.

10.5 No Grant of Rights.

You agree that all rights, title and interest in the Intellectual Property Rights and Confidential Information shall be owned exclusively by the Company. Nothing herein contained shall be construed as a grant by implication, estoppel or otherwise, of a license of any kind by either you to the Company, or by the Company to you, for example, to make, have made, use or sell any product using the Intellectual Property Rights, Confidential Information, or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.

11. Non-Solicitation

11.1 During your employment with the Company and for a period of 12 months from the date of termination thereof, you shall not solicit or cause or authorize, directly or indirectly, to be solicited for any competitive business, for or on behalf of any person or customer, or otherwise take any action that might divert the business or patronage of any customer from the Company, or otherwise damage or alienate the relationship between the Company and any customer, vendor or supplier; and

11.2 During your employment with the Company and for a period of 12 months thereafter, you shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of, or directly or indirectly offer services in any form or manner to, yourself or any person or entity which is a competitor of the Company.

12. Employee Data Protection

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

12.1 You authorise Amazon India to collect, process and transfer all personal employee-related information obtained by Amazon India for the purpose of proactively managing the employment relationship.

12.2 You further authorise the transfer to, and storage of, your personal information in the worldwide employee database currently located in Seattle, Washington, U.S.A. (or such other location as Amazon India determines from time to time). Human Resources and selected management throughout the Amazon group worldwide will be authorised to access this database.

13. Exclusivity of Services

During your employment, you will be required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of Amazon India at all times. You shall not, without the written consent of Amazon India, be in any way directly or indirectly engaged or concerned in any other business or undertaking .

14. Termination of Employment

14.1 Your employment may be terminated by either party by giving one month's written notice (exclusive of any leaves availed during the said period) or payment of one month salary in lieu of such notice period to the other party. Amazon India holds the right to accept or deny payment in lieu of the said one month notice.

14.2 Amazon India reserves the right to terminate your employment forthwith "for cause" without advance notice and without payment of severance, in the event you:

(i) have been found guilty of any misconduct or indiscipline after due enquiry by Amazon India;
(ii) have violated or are in breach of any of the terms of this Offer cum Appointment Letter or Amazon India's Policies and Procedures;
(iii) have been grossly negligent, or have neglected your duties, or have underperformed your duties, or have performed your duties in a manner unacceptable to Amazon India;
(iv) have suppressed any information or submitted false information with the view to obtain employment in Amazon India;
(v) are convicted for any offence under any law for the time being in force in any jurisdiction;
(vi) commit any act detrimental to the interest of Amazon India;
(vii) abstain from work for seven consecutive days without informing Amazon India;

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

14.3 On the termination of your employment for any reason whatsoever, you will return to Amazon India, without delay, all assets belonging to Amazon India, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to Amazon India or relating to its business affairs or dealing, including any Confidential Information and Intellectual Property Rights, which are in your possession or under your control. At Amazon India's option, you agree to provide a written certification of your compliance with this Section. Further, you agree to sign a termination certificate in accordance with Amazon India's Policies and Procedures, which will reaffirm your compliance of your post-termination obligations, including return of Amazon India's property/properties and releasing Amazon India from all claims, liabilities and obligations. Where Amazon has made any excess payment to you as part of your relieving formalities, whether or not such excess payment is termed "Full and Final Settlement", you shall be obligated and liable to repay such excess amount forthwith upon being notified by Amazon.

15. Gratuity

Gratuity will be paid as and when required by the Payment of Gratuity Act, 1972 and as further described in Amazon India's Policies and Procedures.

16. Employee Benefits

You will be eligible to receive employee benefits as may be provided by Amazon India in Amazon India's Policies and Procedures. These are subject to change with or without prior notice for both existing and prospective employees. Revised policy will supersede any previous policy which would have been applicable and would have been communicated as part of offer letter.

17. New Hire Background Investigation

17.1 It is Amazon India's policy to investigate all its new hires. Your employment is conditional upon the information contained in your application form and/or curriculum vitae being true and accurate, including (but not limited to) your educational and professional qualifications, the documents furnished by you being genuine, and upon reference checks to be conducted by Amazon India being successfully completed.

17.2 You authorise Amazon India to conduct such searches with government or enforcement authorities as are necessary to enable it to verify that you do not hold any criminal convictions.

17.3 In case you are waiting for the results of your examinations and you are hired prior to the same, your continued employment with Amazon India will be subject to passing the said

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

examination and completing the course, failing which Amazon India reserves the right to take action including termination of your employment without notice.

17.4 In case your exams have been postponed due to Covid 19 situation, your continued employment will be contingent to your appearing for the exam and passing the same within a period of 12 months from the date of joining. Amazon India reserves the right to take action including termination of your employment without notice in case of failure to produce proof of passing within the said period.

18. Foreign Nationals

18.1 In case you are not an Indian national and, under any law, are required to obtain applicable visa / work permit / authorisation or permission from appropriate government authorities to work in India, you are required to ensure all such permissions are obtained before commencement of employment with Amazon India.

18.2 You are also required to ensure all future correspondence and permissions for continued stay and employment in the country as per the governing law are complied with at all times. If required, Amazon shall be at liberty to demand copies / originals of such permission.

18.3 It is made clear that possessing valid work permit / authorisation at all times of your employment is an inherent requirement of your employment with Amazon India. Any time after the execution of this Offer cum Appointment Letter, if it is found that you do not have required work permit / visa, Amazon India shall terminate your employment, without notice, with immediate effect, without any liability towards you.

19. Representations and Warranties

You hereby represent and warrant to the Company that:

19.1 the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief;

19.2 you shall not, during the course of your employment with the Company, use or disclose any document/s that in any way constitutes confidential, proprietary for trade secret information of a third party (including a former employer), except pursuant to written authorization by such third party to do so;

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

19.3 you are not in unauthorized possession or control of any document/s that in any way constitutes confidential, proprietary of trade secret information of a third party (including a former employer);

19.4 during the course of your employment with the Company, you will not violate any non-solicitation or similar agreements or obligations that you have with any third party; and

19.5 there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter;

19.6 You recognize that the restrictions set forth in this Offer cum Appointment Letter may limit your future flexibility in many ways. You expressly acknowledge that (i) the limitations specified herein are fair and reasonable in view of the nature of the business in which the Company is engaged, your position with the Company, and your access to Confidential Information / Intellectual Property Rights, (ii) you are voluntarily entering into this Offer cum Appointment Letter, and (iii) in spite of the restraints imposed herein, you will be able to engage in other lawful professions, trades or businesses after termination of your employment with the Company. You recognize that your compensation is adequate consideration and acknowledge that you will not be subject to undue hardship or inconvenience by reason of your agreeing to the provisions contained herein.

20. Other Particulars

20.1 You confirm that there are no other agreements executed by you with third parties that conflict with the terms and conditions of your employment with Amazon India or that restrict your ability to execute this Offer cum Appointment Letter

20.2 You hereby represent and warrant that the information furnished by you for the purpose of your employment with the Company is true and correct to the best of your information, knowledge and belief.

21. Notices

All notices issued by you to the Company or by the Company to you shall be sent either by registered post, courier through a recognised courier service provider or by email transmission which shall be deemed to have been received the next working day provided the notice is also sent by registered post the next working day after email transmission.

22. Waiver

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

Failure of the Company to insist upon strict adherence of any term of this Offer cum Appointment Letter on any occasion/s shall not be considered a waiver thereof or deprive the Company of the right thereafter to insist upon strict adherence to that term or any other term of this Offer cum Appointment Letter.

23. Severability

The holding of any provision of this Offer cum Appointment Letter to be illegal, invalid, or unenforceable by a court of competent jurisdiction shall not affect any other provision hereof, which shall remain in full force and effect.

24. Assignment

Except as otherwise provided in this Section, this Offer cum Appointment Letter shall inure to the benefit of, and be binding upon you and your heirs, representatives, successors and assigns. Neither this Offer cum Appointment Letter nor any right or interest hereunder shall be assignable by you or your legal heirs, beneficiaries or legal representatives without the Company's prior written consent. This Offer cum Appointment Letter shall be assignable by the Company to a subsidiary or affiliate of the Company; or to any corporation, partnership, or other entity that may be organized by the Company, as a separate business unit in connection with the business activities of the Company; or to any corporation, partnership, or other entity resulting from the reorganization, merger or consolidation of the Company with any other corporation, partnership or other entity, or any corporation, partnership, or other entity to or with which all or any portion of the Company's business or assets may be sold, exchanged or transferred.

25. Employer – Employee Relationship

The relationship between the Company and you hereunder shall be solely that of an employer and employee and and no modification of responsibility or compensation made hereinafter shall be construed so as to constitute the relationship of partners or joint ventures or so as to as to construe you as an independent contractor of the Company.

26. Liability for Breach

You acknowledge and accept that your breach of any of the terms contained in this Offer cum Appointment Letter or in Amazon India's Policies and Procedures, may cause the Company irreparable harm for which there is no adequate remedy at law, and therefore, the Company shall be entitled to the issuance by a court of competent jurisdiction of an order of injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining you from committing or continuing to commit any such violation. Exercise or

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

waiver by the Company of its rights to obtain an injunction, restraining order, or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy the Company may have at law or in equity. In any legal action or other proceeding by the Company against you in connection with this Offer cum Appointment Letter (e.g., for recovery of damages or other relief), the Company will be entitled to recover its reasonable attorneys' fees and other costs incurred.

27. Authorization to Notify New Employer

You hereby grant consent to the Company to notify any of your new employer/s about your rights and obligations under this Offer cum Appointment Letter.

28. Governing Law and Jurisdiction

Your employment, and any disputes which may arise under, out of, or in connection with your employment, shall be governed by and construed in accordance with the laws of India; and the Courts having territorial jurisdiction over the registered office of the Company shall alone have exclusive jurisdiction to try and entertain such disputes to the exclusion of any other Courts situated elsewhere.

29. Agreement/Modifications

The terms described in this Offer cum Appointment Letter and Amazon India's Policies and Procedures will cumulatively constitute the terms of your employment, and shall supersede any previous discussions, offers or agreements relating to your employment, or to the subject matter hereof. Any additions to, deletions of, or modifications of these terms are valid and effective only if the same are carried out in writing and signed by you and an officer of Amazon India.

30. Headings

The Section headings appearing in this Offer cum Appointment Letter are used for convenience of reference only and shall not be considered a part of this Offer cum Appointment Letter or in any way modify, amend or affect the meaning of any of its provisions.

31. Survival

Your obligations under Sections 9, 10, 12, 14, 22, 23, 24, 26, 27, 28 and this Section 31 hereof shall survive the termination of this Offer Cum Appointment Letter and of your employment with the Company.

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233

You undertake to be bound by any rules and regulations enforced by Amazon India from time to time in relation to the conduct, discipline, medical leave and holidays or on any matters relating to service conditions which will be deemed as rules, regulations and order as a part of these terms of employment.

For and on behalf of Amazon Development Centre (India) Private Limited

AUTHORIZATION

By

Signed by:DS AMAZON DEVELOPMENT
CENTRE (INDIA) PRIVATE LIMITED(1)
Date: 2020.12.17 23:22:27 +05:30
Location: India

ACCEPTANCE

I acknowledge receipt of this Offer cum Appointment Letter and, after reading and understanding the same, I accept Amazon India's offer of employment on the terms set out in this Offer cum Appointment Letter.

REGISTERED OFFICE : # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India

Tel. : + 91 - 80 - 6787 3000, Fax : +91 - 80 - 3007 1031 / 33 CIN : U72200KA2004FTC034233