**WORK ORDER EFFECTIVE JULY 1, 2024**

This Work Order ("**Work Order**") is entered into and made a part of the Affiliate Supplementary Agreement between Amazon Development Centre (India) Private Limited, a private limited company having its registered office at No. 26/1, Brigade World Trade Centre, 10th Floor, Dr. Raj Kumar Road, Malleshwaram (W), Bangalore, Karnataka – 560055 ("**Amazon Affiliate**"), and WinVinaya Foundation, having its office at 25/3 Brindavan, 3rd Cross, Saraswathi Puram, IIM Post, Bengaluru, Karnataka – 560 076 ("**Service Provider**") with an effective date of July 1, 2024, as renewed and amended from time to time (the "**ASA**"), for the Services described below. The ASA has been made in connection with the Main Services Agreement between Amazon Seller Services (India) Private Limited and the Service Provider (the "**MSA**"), having an effective date of July 1, 2024. The ASA and the MSA are hereinafter collectively referred to as the "**Agreement**".

All capitalized terms not defined in this Work Order have the respective meanings set forth in the

Agreement. To the extent that the terms of this Work Order conflict with any of the terms of the Agreement, and the Work Order explicitly states that it intends to modify the conflicting terms, this Work Order supersedes the Agreement.

1. **Description of Services:**

* 1. The Service Provider will provide services to Amazon Affiliate with respect to sourcing/ referring potential candidates ("**Candidates**") according to and in the manner provided below and as may be communicated/ required by Amazon Affiliate from time to time in writing (collectively, "**Services**").

* 1. In connection with the Services, the Service Provider will ensure the following:

* + 1. provide all necessary support to Amazon Affiliate, as may be required, with the recruitment process for shortlisted Candidates communicated by Amazon Affiliate from time to time, including but not limited to scheduling interviews, communication with Candidates for updating the status of their candidature in the recruitment process, provide support with regard to negotiations and post offer engagements, etc.
    2. Prior to any referral as per this Work Order, the Service Provider will obtain written consent from a Candidate in the format prescribed in **Schedule 1** hereto and share with Amazon Affiliate a copy of the consent form, duly executed by the Candidate within 7 (seven) days of a request received from Amazon Affiliate.
    3. The Service Provider will also maintain a true record of such consent for a period of 1 (one) year from the date of submission of the consent form with Amazon Affiliate.
    4. provide referrals only:
* by submitting the up to date resume of Candidate's qualifications to Amazon Affiliate in the format prescribed from time to time, however it is clarified that sharing a Candidate's social media or networking profile (such as LinkedIn profile) will not be considered as a valid resume under this Work Order;
* of Candidates who fulfill the eligibility criteria set forth in **Schedule 2** hereto ("**Candidate Eligibility Criteria**"). It is clarified that referral of Candidates not meeting the Candidate Eligibility Criteria will be considered as invalid referrals.
* those Candidates who have been validated/ verified by the Service Provider in accordance with the standards communicated by Amazon Affiliate from time to time. Additionally, Amazon Affiliate reserves the right to, either on its own or through a third party, validate/ verify the resumes of the referred Candidates.
* against specific vacancies/ openings at Amazon Affiliate which are suitable to the qualifications and experience of the Candidate.

* 1. Service Provider will not refer the same Candidate for more than one vacancy/ opening at a time. Tagging the profile of the Candidate to different vacancies/ openings, if required, can only be undertaken by Amazon Affiliate.
  2. Amazon Affiliate may, at its sole discretion, retain the resumes of Candidates for a period of 12 (twelve) months from the date of receipt of such resumes.
  3. Amazon Affiliate may elect, at its sole discretion, to hire/ engage or not hire/ engage, any Candidate referred by the Service Provider, and the same should be clearly conveyed to the Candidate by the Service Provider within 5 (five) days of the Amazon Affiliate informing the Service Provider.
  4. The Service Provider agrees and acknowledges that Amazon Affiliate has contractual relationships with other entities for placement services and various other online candidate referral services similar to the Services contemplated under this Work Order. If any Candidate is referred by the Service Provider to Amazon Affiliate and Amazon Affiliate already has the resume for such Candidates, from existing candidates, any hiring/engaging of such Candidates will be considered a referral from the existing entities and not from the Service Provider.
  5. Any change to Service Provider's scope of work must be authorized in writing by both Parties, and in the case of Amazon Affiliate, is binding only if signed by an authorized signatory of Amazon Affiliate.

1. **Location(s) for which Services Will Be Provided:** Service Provider will provide Services from its offices across India.

1. **Start Date of Services:** July 1, 2024
2. **Required Completion Date:** June 30, 2025
3. **Service Provider Fees/Payment Terms:** No fees is payable by Amazon Affiliate for any services rendered under this Work Order.
4. **Taxes:** Each Party will be responsible, as required under applicable Law, for identifying and paying all Taxes and other governmental fees and charges (and any related penalties, interest, and other additions thereto), if any, that are imposed on that Party upon or with respect to the transactions/ Services under this Work Order.
5. **Key Personnel**: Name - WinVinaya Foundation, Email [akila.sankar@winvinayafoundation.org](mailto:akila.sankar@winvinayafoundation.org) , Phone - +91 8008533359

If any "Key Personnel" are identified above, Service Provider will assign such Key Personnel to the Services and will not remove them from the Services, or substantially reduce their participation in the Services, without Amazon Affiliate's prior written consent. If any Key Personnel leave the Services and are not replaced within 30 (thirty) days by personnel acceptable to Amazon Affiliate, Amazon Affiliate may replace such Key Personnel with an Amazon Affiliate employee or contractor, and Service Provider's compensation will be adjusted appropriately. All Key Personnel will execute the Service Provider Personnel Nondisclosure Agreement attached as Exhibit B to the Agreement.

This Work Order is effective as of the Effective Date.

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| --- | --- |
| **Amazon Affiliate:**    **Amazon Development Centre (India) Private Limited** | **Service Provider:**    **WinVinaya Foundation** |
| By: | By: |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: Sivasankar Jayagopal |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signed Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: Chairman  Signed Date: 01-July-2024 |

**Schedule 1**

**Candidate Consent-cum-Undertaking**

To,

[●],

[●]

Attn: \_\_\_\_\_\_\_\_\_\_\_\_

# Sub: Candidate Consent-cum-Undertaking

I, [●] (“**Candidate**”), hereby give my permission to WinVinaya Foundation ("**Staffing Agency**") to represent me and submit my resume, qualifications and other details to Amazon Development Centre (India) Private Limited ("**Amazon**") and/or its third party vendors in relation to the vacancy or opening for the position of [●] located in [●] ("**Vacancy**").

Thanks and regards,

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| --- | --- |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Place:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Witness:**

I, [●], certify that all the content of this Candidate Consent-cum-Undertaking has been read and explained by me to the Candidate named herein above and has been understood by the Candidate. I further certify that the Candidate has affixed their thumb impression to the Candidate Consent-cum-Undertaking in my presence.

Name:

Address:

Signature:

Date:

**Schedule 2**

**Candidate Eligibility Criteria**

Each Candidate referred to Amazon Affiliate by the Service Provider under this Work Order must meet all of the following criteria, unless any of the following is specifically accepted as an "Eligibility Criteria Exception":

1. Each Candidate, whose resume has been submitted to Amazon Affiliate by the Service Provider, **MUST NOT**:
2. have been referred to Amazon Affiliate or such Candidate resume must not have been submitted to Amazon Affiliate for any position within the last 6 (six) months, regardless of the method of Candidate's submittal, including submission of such Candidate by an entity other than by Service Provider, Amazon Affiliate employee referral or Candidate’s own application or through any other channels;
3. have a prior work history with Amazon Affiliate, either as an employee (temporary or permanent) or as an independent contractor;
4. currently be under review in Amazon Affiliate's recruiting database tool, as communicated by Amazon Affiliate's recruitment services team to the Service Provider;
5. have been granted an interview by Amazon Affiliate, regardless of if such interview was for a position other than the specific opportunity, within the past 90 (ninety) days prior to the date on which the Service Provider submits the Candidate’s resume to Amazon Affiliate;
6. be enrolled, either full or part time, in a degree-seeking program at the time such Candidate's resume is submitted to Amazon Affiliate by the Service Provider;
7. have graduated from a degree-seeking program within 12 (twelve) months prior to the date on which the Service Provider submits such Candidate's resume to Amazon Affiliate; and
8. be under any contractual or other restriction that would prohibit or impair the ability of such Candidate to accept and commence employment with Amazon Affiliate.

1. While providing the Services to Amazon Affiliate under this Work Order, the Service Provider agrees that it will not be in breach of any terms of its Agreement with such Candidates.
2. Each Candidate, whose resume is submitted to Amazon Affiliate by the Service Provider, **MUST:**
3. have specifically agreed to be represented by the Service Provider for a position at Amazon Affiliate. Such consent should be documented as per the format provided at Schedule 1 of this work orderand provided to Amazon Affiliate, at Amazon Affiliate's request;
4. be interested in the job position for which his/her resume has been submitted to Amazon Affiliate by the Service Provider;
5. have initiated or responded to communication with the Service Provider and specifically agreed to Service Provider's representation of Candidate;
6. be at least 18 (eighteen) years of age and have the legal right to work in India;
7. if applicable, Candidate must be willing and able to relocate;
8. be authorized to work in India under applicable laws;
9. have more than 3 (three) years of relevant industry experience, unless otherwise agreed with Amazon Affiliate in writing, if Candidate has a PhD;
10. possess the minimum requisite work experience required for the job position, as may be communicated by the Service Provider.

1. **Amazon Affiliate Screening**. A Candidate in Amazon Affiliate's sole discretion, to meet the Candidate Eligibility Criteria, may be interviewed by Amazon Affiliate for the specific opportunity. As part of such screening, such Candidate must satisfactorily answer the screening interview questions provided by Amazon Affiliate and otherwise successfully complete such interview process as to fit and function, as determined by Amazon Affiliate, at Amazon Affiliate's sole discretion.

1. **Disqualification**. If a Candidate submitted as a candidate referral does not meet all or any part of the Candidate Eligibility Criteria, as determined by Amazon Affiliate, in Amazon Affiliate's sole discretion, such candidate referral will be disqualified for the opportunity and will be deleted from Amazon Affiliate's database in 3 (three) weeks' time. Amazon Affiliate may further elect to disqualify a Candidate at any point during or after the Amazon Affiliate screen process set forth in Section 3 of this Schedule 2, for any or no reason, at Amazon Affiliate's sole discretion. Amazon Affiliate may, but is not obligated to, provide feedback to Service Provider as to the reasons for a Candidate’s disqualification.