



CONFIDENTIALITY, NONCOMPETITION AND INVENTION ASSIGNMENT AGREEMENT

This AGREEMENT ("Agreement") dated as of **19-August-2020** by and between

Amazon Development Centre (India) Private Limited, a company incorporated under the Indian Companies Act, 1956, having its registered office at # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India ("**Amazon India**")

AND

Shravika Reddy Pollapalli (the "**Employee**"), residing at **plot no:114,street no 3, madhava nagar colony , bairamalguda hyderabad, IN 500079**

As used herein, the "**Company**" shall mean Amazon India, its parent company Amazon.com, Inc. ("Amazon.com") and any affiliate and/or subsidiary of Amazon.com, meaning any entity that controls, is controlled by, or under common control with, Amazon.com.

Amazon India and the Employee are sometimes hereinafter referred to collectively as "**Parties**", and individually as "**Party**".

RECITALS

WHEREAS Amazon India is a wholly owned subsidiary of Amazon.com; and

WHEREAS the Employee and Amazon India are entering into this Agreement in connection with the Employee's employment with Amazon India and as a condition to such employment; and

WHEREAS during the course of employment the Employee shall have access to certain "**Confidential Information**" (as described hereinafter) of the Company;

Now therefore, the Employee and Amazon India agree as follows:

1. Definitions:

(a) Confidential Information:

"**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:

(i) 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 venturers, vendors, or suppliers and the terms on which the Company does business with each such entity or generally;

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

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(iii) 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;

(iv) 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 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;

(v) 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;

(vi) 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;

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

(viii) 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; and

(ix) 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 the Employee 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 strategies, conceived, originated, adapted, discovered, developed, acquired by the Company (from a third party or otherwise), evaluated, tested, or applied by the Employee 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),

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evaluated, tested, or applied by the Employee 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 the Employee 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;

(x) any other information gained in the course of the Employee's 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;

- (xi) any information received by the Company from third parties under obligation of confidentiality;
- (xii) any information derived from any of the above; and
- (xiii) any copies of the above mentioned information.

(b) Date of Termination:

"Date of Termination" means the date the Employee ceases to be employed by the Company, without regard to when or for what reason (including without limitation resignation by the Employee), such employment is terminated.

2. Confidentiality Obligations

(a) Use and Disclosure of Confidential Information

The Employee acknowledges that he or she has acquired and/or will acquire Confidential Information in the course of, or incident to, his or her 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 the Employee or by other persons or firms to compete with the Company. Accordingly, the Employee agrees that he or she shall not, directly or indirectly, at any time, during the term of his or her 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, the Employee agrees that he or she 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 the Employee's 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, the Employee 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.

(b) No Waiver of Trade Secret Protection.

Nothing contained in this Agreement shall be deemed to weaken or waive any rights related to the protection of trade secrets that the Company may have under common law or any applicable statutes.

(c) Delivery of Disclosure Information.

During the course of employment and at the Date of Termination, the Employee 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 hereinabove, to the extent that such disclosure could reasonably be expected to be of interest to the Company.

3. Assignment and Delivery to the Company

(a) Assignment of Patents and Other Intellectual Property Rights.

(i) 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 the Confidential Information ("Intellectual Property Rights) shall be owned by the Company.

(ii) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employee hereby agrees to irrevocably, perpetually and unconditionally sell, assign, transfer and convey to the Company and its successors the Employee's entire right, title and interest in the Confidential Information and/or Intellectual Property Rights and any improvements thereto throughout the world, including, without limitation:

- (A) 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;
- (B) 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;
- (C) 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;



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

(iii) During the period of his or her employment with the Company and as may be reasonably necessary subsequent to the Employee's employment, the Employee agrees 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 agrees to do such further acts and execute and deliver to 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 the Employee at a reasonable rate for the time and related expenses actually spent by the Employee at the Company's request. If the Employee fails or refuses to execute any such instruments, the Employee hereby appoints the Company as the Employee's attorney-in-fact to act on the Employee's behalf and to execute such instruments. This appointment shall be irrevocable and deemed to be a power coupled with an interest.

(iv) Notwithstanding any other provision of this Agreement to the contrary, this Agreement does not obligate the Employee to assign or offer to assign to the Company any of the Employee's 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 Employee's 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 the Employee for the Company.

(b) No Grant of Rights.

The Employee agrees that all rights, title and interest in the Intellectual Property 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 Party to the other, e.g. 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.

4. Restrictions on Competitive Activities

(a) During the period of his or her employment with the Company, and for a period of twelve (12) months after termination of employment, without regard to the reason, if any, due to which such employment is terminated, directly or indirectly, and whether or not for compensation, either on his or her own behalf or as an employee, officer, agent, consultant, director, owner, partner, joint venturer, shareholder, investor, or in any other capacity (except in the capacity of an employee of the Company acting for the benefit of the Company),

(i) engage in any activity or business which is competitive with or similar to, an activity or business of the Company or an activity or business the Company is developing or proposes to develop; or



(ii) assist in any way any person or entity whose activities are competitive with or otherwise deleterious to the Company's own business activities.

(b) While employed by the Company and for a period of twelve (12) months after the Date of Termination, without regard to the reason, if any, such employment shall terminate, the Employee will not, directly or indirectly, and whether or not for compensation, either on his or her own behalf or as an employee, officer, agent, consultant, director, owner, partner, joint venturer, shareholder, investor, or in any other capacity.

(i) induce or attempt to induce any employee, consultant, sales agent, supplier, customer or independent contractor of the Company to end his or her relationship with the Company, or

(ii) employ, retain as a consultant or contractor, or cause to be so employed or retained, any employee (or former employee within twelve (12) months after the date such former employee ceases to be employed by the Company), consultant, sales agent, or independent contractor of the Company; or

(iii) accept or solicit investment capital, directly or indirectly, from any individual (other than the general public) or entity, or from an officer, partner, or principal of any entity, from which the Company has accepted investment capital, or with which, prior to the Employee's Date of Termination, the Company has held discussions regarding the possibility of securing investment capital; or

(iv) enter into or attempt to enter into a business relationship with any individual or entity with which, prior to the Employee's Date of Termination, the Company had a business relationship, or with which, prior to the Employee's Date of Termination, the Company had held discussions regarding the possibility of entering into such a relationship, if such relationship would be competitive with or otherwise deleterious to the interests of the Company.

5. Reasonableness of Covenants

(a) Certain Recognitions. The Employee recognizes that the restrictions set forth in Sections 2, 3 and 4 of this Agreement may limit his or her future flexibility in many ways. For example (this example is not to limit in any way the restrictions specified in this Agreement), the provisions set forth in Section 4 will restrict the Employee's ability to seek or accept certain opportunities for a period of 12 months after the Date of Termination. The Employee expressly acknowledges that (i) the limitations specified in Sections 2, 3 and 4 are fair and reasonable in view of the nature of the business in which the Company is engaged, the Employee's position with the Company, and the Employee's access to Confidential Information, (ii) he/she is voluntarily entering into this Agreement, and (iii) in spite of the restraints imposed herein, he/she will be able to engage in other lawful professions, trades or businesses. The Employee recognizes that his or her employment with the Company and the benefits received thereunder is adequate consideration and reflects his or her agreement in Sections 2, 3, and 4, and acknowledges that he or she will not be subject to undue hardship or inconvenience by reason of his or her agreement to Sections 2, 3 and 4. The Employee further agrees that he or she will not be entitled to any further consideration in any form or manner whatsoever in relation to his or her agreement in Sections 2, 3 and 4 hereinabove.

(b) Survival of Covenants. The obligations of the Employee under Sections 2, 3 and 4 of this Agreement shall survive the termination of this Agreement and of his or her employment with the Company.



6. Employee Representations

Employee represents and certifies as follows: (a) Employee is not in possession or control of any document(s) that in any way constitute confidential, proprietary or trade secret information of a third party (including any former employer); (b) Employee has identified, in Annexure – Employee Representations form, all confidentiality, proprietary information, non-solicitation or similar agreements or obligations that he or she has with any third party and that, in the course of his or her work for the Company, he or she shall not violate any such agreements or obligations (if any such disclosure has not been made in Annexure – Employee Representations form, Employee represents that he/she does not have any confidentiality, proprietary information, non-solicitation or similar agreements or obligations with any third party); and (c) Employee, in the course of his or her work for the Company, will not use or disclose any tangible or intangible information that constitutes a trade secret of a third party (including a former employer) except pursuant to written authorization to do so.

7. Remedies and Attorneys' Fees

The Employee acknowledges that any breach of this Agreement may cause the Company irreparable harm for which there is no adequate remedy at law, and, as a result of this, 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 the Employee from committing or continuing to commit any such violation. Exercise or 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 against you or in connection with this Agreement (e.g., to recover damages or other relief), the prevailing Party will be entitled to recover its reasonable attorneys' fees and other costs incurred.

8. Relationship of the Parties; Attention and Effort

The relationship between the Company and the Employee hereunder is agreed to be solely that of employer and employee. Nothing contained herein and no modification of responsibility or compensation made hereafter shall be construed so as to constitute the Parties as partners or joint venturers or so as to constitute the Employee as an independent contractor. During the term of Employee's employment with the Company, and without limiting the provisions of Section 3 of this Agreement or any other provision hereof, Employee will devote all of his or her entire productive time, ability, attention and effort to the Company's business and will skillfully serve its interests and will not carry on any professional or other gainful employment.

9. Amendment or Alteration

No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by both the Parties hereto.

10. Governing Law; Jurisdiction; Exclusive Venue; Covenant Not To Assert Contrary Law

This Agreement and any disputes which may arise under, out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of India and Amazon India's sole discretion to choose regional court, which shall have exclusive jurisdiction to adjudicate such disputes.



11. Severability

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

12. Waiver

The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion or occasions shall not be considered a waiver thereof or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

13. Entire Agreement

This Agreement contains the entire agreement of the Parties and shall supersede any and all existing agreements between the Employee and the Company relating to the subject matter hereof.

14. Assignment

Except as otherwise provided in this paragraph, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, representatives, successors and assigns. Neither this Agreement nor any right or interest hereunder shall be assignable by the Employee, his or her legal heirs, beneficiaries, or legal representatives without the Company's prior written consent. This Agreement 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 of its owners; 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.

15. Headings

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

16. Rules of Construction

Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine and vice versa, and the use of the singular shall be deemed to include the plural and vice versa.

17. Notices

Any notices required to be given by one Party to another under this Agreement, shall be sent either by registered post, courier through a recognised courier service provider or by email transmission, which shall be deemed to be received the next working day, provided the notice is also sent by post the next working day after transmission.



18. Authorization to Notify New Employer

The Employee hereby grants consent to the Company to notify any new employer of the Employee about the rights and obligations of the Employee under this Agreement.



Signed by:KARTHICK CHANDRAN
Date: 2020.08.19 13:45:31 +05:30
Location: India

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Amazon Development Centre (India) Private Limited

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