



Development Centre
South Africa

Nondisclosure Agreement for Job Candidates

During the course of your job candidacy, you may receive information relating to Amazon.com its subsidiaries and affiliates ("Amazon") that is not known to the general public ("Confidential Information"). Confidential Information means information of a confidential or proprietary nature in whatever form, and without limiting the generality of the term, shall include, Amazon's technology, facilities, assets, systems, business partners, investors, customers, vendors, business plans, marketing plans or data, finances and other information, which should be reasonably considered as confidential. Confidential Information may be contained in tangible materials such as drawings, data, specifications, reports and computer programs, or may be in the nature of unwritten knowledge. This Confidential Information is essential to the effective operation of Amazon and gives Amazon a competitive advantage over other firms pursuing related business activities. As a growing, high technology company, Amazon must protect its Confidential Information against unauthorized use and disclosure.

You agree that the unauthorized or unlawful use and/or disclosure of the Confidential Information may cause irreparable loss, harm and/or damage to Amazon.

In consideration of Amazon's willingness to provide you with Confidential Information during your job candidacy, you agree (i) all Confidential Information will remain Amazon's exclusive property, (ii) you will use Confidential Information only to evaluate potential employment with Amazon and agree not to trade securities based on that information, (iii) you will not disclose Confidential Information to any individual, company or other third party for any reason or purpose whatsoever (iv) you will notify Amazon immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this agreement, and, (iv) upon Amazon's request, you will deliver to Amazon all materials containing Confidential Information and, at our option, provide Amazon with a written certification of compliance. You also agree that you will not disclose any information to Amazon that is confidential or proprietary to you or any other person or company.

You agree that you will indemnify and hold Amazon harmless against any loss, action, expense, claim, harm or damage, of whatsoever nature, suffered or sustained by Amazon pursuant to a breach of this agreement by you. Furthermore, you acknowledge that monetary damages may not be a sufficient remedy for unauthorized or unlawful use and/or disclosure of the Confidential Information and that Amazon shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction. If a provision of this agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this agreement that can be given effect without the invalid provision. Further, all terms and conditions of this agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

Amazon is relying upon your promise to comply strictly with this agreement. Any violation of this agreement may cause substantial and irreparable harm to Amazon. Accordingly, without limiting any other available remedies, this agreement is specifically enforceable by Amazon. This agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.


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