



AMAZON OPERATION SERVICES PHILIPPINES, INC.

Three E-Com Center, Block 21 Harbor Drive Cor. Bay Shore,
Mall of Asia Complex CBP-1A, Pasay City 1300, Philippines

PRIVATE & CONFIDENTIAL

8/29/2023

Brent Danielle Agnes
Dionisio Street, Pasay, PHL

Subject: **Completion Bonus, FIXED TERM EMPLOYMENT**

Dear: Brent Danielle Agnes

This letter is supplementary to your employment agreement with Amazon Operation Services Philippines, Inc. (**Company**), signed by you with effective date of 8/29/2023 (**Employment Agreement**).

Completion Bonus

Subject to you accepting the conditions of your employment as set out in **Employment Agreement** letter, you are eligible to receive a Completion Bonus on the terms set out in this letter.

Provided you meet the requirements set out below, and subject to relevant Company policy (as amended from time to time), you are eligible to receive a Completion Bonus of up to **Php 12,000** (gross). The Completion Bonus will be subject to applicable taxes and deductions.

Requirements

To receive part or all of the Completion Bonus you must remain employed in your current role until the end of the fixed term under your Employment Agreement.

To receive the full amount of the Completion Bonus you must meet an attendance rate of 90% for the duration of the fixed term of your Employment Agreement.

If you have an attendance rate of less than 90% for the duration of the fixed term of your Employment Agreement, you will be eligible for 50% of the Completion Bonus.

Attendance is calculated over the duration of the fixed term and takes into account all absences regardless of the reason.

Other Terms and Conditions

After the payment of the Completion Bonus, you will have no entitlement to receive any further or ongoing completion bonus or any other additional benefit, payment or remuneration in lieu of the total Completion



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Bonus. For the avoidance of doubt, in no case will the Completion Bonus become a demandable Company practice.

All other terms and conditions of your Employment Agreement will remain unchanged. To the extent there is any conflict between the terms of this letter and your Employment Agreement, the terms of this letter will prevail and take precedence.

This letter is governed by the law applicable in the Philippines and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Philippines.

To confirm your acceptance of the above terms, please sign the enclosed copy of this letter and return it to Brent Danielle Agnes by 8/29/2023.

For your information and guidance.

Yours sincerely,

Human Resources Manager
8/29/2023

Acknowledged by:

Brent Danielle Agnes

Date:



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AMAZON OPERATIONS SERVICES PHILIPPINES, INC.

CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

This Confidentiality and Invention Assignment Agreement (“**Agreement**”) is made by and between Amazon Operations Services Philippines, Inc and **Brent Danielle Agnes** (“**Employee**”).

RECITALS

- A. Employee enters into this Agreement in connection with Employee’s acceptance of employment with Amazon Operations Services Philippines, Inc, and any future employment with Amazon Operations Services Philippines, Inc or any of its subsidiaries or affiliates (depending on the circumstances, each an “**Employer**”);
- B. As used in this Agreement, “**Amazon**” means Amazon Operations Services Philippines, Inc, Amazon.com, Inc. and any entity that controls, is controlled by, or is under common control with Amazon Operations Services Philippines, Inc or Amazon.com, Inc., including without limitation their subsidiaries and affiliates;
- C. Employee’s acceptance of this Agreement is an express condition of Employee’s employment with Employer, and is made by Employee in consideration of such employment, including the compensation and benefits provided now and in the future to Employee by Employer, which Employee acknowledges are of significant benefit to Employee; and
- D. Employee’s continued employment with Employer is expressly conditional on Employee’s good faith agreement to comply with this Agreement.

AGREEMENTS

In consideration of the above Recitals, which are incorporated herein, the promises and covenants below, and other valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

- 1. **TERM.** This Agreement, including Sections 3 and 4, contains obligations that apply during Employee’s employment and for specified periods after the date Employee’s employment ends (“**Separation Date**”), regardless of the reason for separation or whether it was voluntary or involuntary.
- 2. **ATTENTION AND EFFORT.** During employment, Employee will devote Employee’s entire productive time, ability, attention, and effort to furthering Amazon’s best interests and will not (without Amazon’s prior written consent) carry on any separate professional or other gainful employment, including self-employment and contract work.
- 3. **CONFIDENTIAL INFORMATION.**

3.1 Confidentiality and Confidential Information. Employee may obtain, receive, or gain access to Confidential Information (as defined below) in connection with Employee’s work for Amazon. During employment and at all times thereafter, Employee will hold all Confidential Information in strictest confidence and will not acquire, use, publish, disclose, or communicate any Confidential Information except as required in connection with Employee’s work without the prior written approval of an authorized officer of Amazon. For purposes of this Agreement, “**Confidential Information**” means proprietary or confidential information of Amazon in whatever form, tangible or intangible, whether or not marked or otherwise designated as confidential, that is not otherwise generally known to the public, relating or pertaining to Amazon’s business, projects, products, customers, suppliers, inventions, or trade secrets, including but not limited to: business and financial information; Amazon techniques, technology, practices, operations, and methods of conducting business; information technology systems and operations; algorithms, software, and other computer code; published and unpublished know-how, whether patented or unpatented; information concerning the identities of Amazon’s business partners and clients or potential business partners and clients, including names, addresses, and contact information; customer information, including prices paid, buying history and habits, needs, and the methods of fulfilling those needs; supplier names, addresses, and pricing; and Amazon pricing policies, marketing strategies, research projects or developments, products, legal affairs, and future plans relating to any aspect of Amazon’s present or anticipated businesses.

3.2 Prevention of Unauthorized Release of Confidential Information. Employee will take reasonable measures to prevent unauthorized persons or entities from obtaining, receiving, or gaining access to any Confidential Information in Employee’s possession or control.



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3.3 Confidential Information of Third Parties. Employee will preserve as confidential any information that Employee learns or obtains from a third party or relating to a third party (such as a client, customer, affiliate, partner, or vendor) that is not readily available to the public or that Amazon is obligated to treat as confidential, and Employee will treat such information as Confidential Information.

3.4 Return of Confidential Documents. On the Separation Date, or at any time otherwise requested by Amazon, Employee will immediately return all Confidential Information and other things belonging to Amazon, including tools, equipment, devices, or other property, and all documents, records, notebooks, and tangible articles containing or embodying any Confidential Information, including any copies (whether stored in paper, electronic, magnetic, or other form) then in Employee's possession or control, whether prepared by Employee or others.

4. INTELLECTUAL PROPERTY.

4.1 Copyrights. All copyrightable works prepared by Employee within the scope of employment are works made for hire. Employer will own all rights under copyright in and to such works, and Employer will be considered the owner of such works. If and to the extent that any such works are deemed not to constitute a work made for hire, and with respect to any other works that Employee prepares during working hours or using Amazon resources, Employee hereby irrevocably assigns to Employer all right, title, and interest in and to such work. To the extent any of Employee's rights in such works, including any moral rights, are not capable of assignment under applicable law, Employee hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law.

4.2 Inventions. Employee will make prompt and full written disclosure to Employer, and hereby irrevocably assigns exclusively to Employer, all of Employee's rights, title, and interest in and to any and all inventions, discoveries, designs, developments, concepts, techniques, procedures, algorithms, products, improvements, business plans, and trade secrets (collectively, "**Inventions**") that Employee solely or jointly may conceive, develop, reduce to practice, or otherwise produce during Employee's employment.

4.3 NOTICE Regarding Inventions. Any provision in this Agreement requiring Employee to assign rights in Inventions does not and will not apply to any Invention for which no equipment, supplies, facilities, or trade secret information of Employer was used and that was developed entirely on Employee's own time, unless (a) the Invention relates (i) directly to the business of Employer, or (ii) to Employer's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by Employee for Employer. This **NOTICE Regarding Inventions** will be interpreted in a manner that complies with applicable law.

4.4 Prior Inventions. As to any Invention in which Employee has an interest at any time, if Employee uses or incorporates such an Invention in any released or unreleased Amazon product, service, program, process, development, or work in progress, or if Employee permits Amazon so to use or incorporate such an Invention, or if such an Invention pertains to Amazon business, Employee irrevocably grants (to the extent Employee has authority to do so) a perpetual, royalty-free, fully paid up, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, import, use, and sell that Invention without restriction and the right to sublicense those rights to others (with the right to grant further sublicenses). This license will be exclusive, subject only to any preexisting non-exclusive licenses or other pre-existing rights not subject to Employee's control.

4.5 Assistance. Employee will execute all documents and take all other actions reasonably requested by Amazon in order to carry out and confirm the assignments contemplated by this Agreement, including without limitation applications for patents, registered designs, certificates of authorship, and other instruments or intellectual property protections appropriate to protect and enforce intellectual property rights throughout the world. If Employee fails to execute, acknowledge, verify, or deliver any such document reasonably requested by Amazon, Employee irrevocably appoints Amazon and its authorized officers and agents as Employee's agent and attorney-in-fact to act in Employee's place to execute, acknowledge, verify, and deliver any such document on Employee's behalf. Employee's obligations under this Section 5.5 apply during employment and at all times thereafter.

5. DISCLOSURE OF RESTRICTIONS. Employee will disclose and provide a true and correct copy of this Agreement to any prospective new employer, business partner, or investor BEFORE accepting employment or engaging in any business venture. Employee authorizes Amazon to provide a copy of this Agreement to any new or prospective employer, business partner, or investor of Employee.

6. GENERAL PROVISIONS.



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6.1 Third Party Beneficiaries. All Amazon entities, including without limitation Employer, are intended third party beneficiaries of Employee's covenants and promises in this Agreement, and have enforceable rights and remedies under this Agreement.

6.2 Waiver. No waiver of any right or obligation under this Agreement will be valid unless in writing and signed by an authorized officer of Amazon. No waiver by Amazon of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Amazon of any right or obligation under this Agreement will be construed as a waiver of any other right or obligation. Amazon will not be required to give prior notice to enforce strict adherence to all terms of this Agreement.

6.3 Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the Philippines, excluding its choice of law provisions. Each party irrevocably consents to exclusive jurisdiction and venue in the courts located in Pasay City, Philippines with respect to any action, claim, or proceeding arising out of or in connection with this Agreement, with the exception of requests for temporary or preliminary injunctive relief, which may be sought in any appropriate court with jurisdiction, but only if such relief could not be issued and made immediately binding against the party sought to be enjoined by the courts located in Pasay City, Philippines.

6.4 Remedies. Any breach of this Agreement may cause Amazon irreparable harm for which there is no adequate remedy at law. As a result, Amazon will be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining Employee from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief under this Agreement will not be considered a waiver of any right to assert any other remedy Amazon may have at law or in equity. Nothing in this Agreement will limit the remedies available to Amazon. The restrictions in this Agreement are independent of any other provision of this Agreement and will be enforceable whether or not Employee may have or purport to have any claim against Amazon.

6.5 Modification of Restrictions; Severability. Should a court of competent jurisdiction find that any provision of this Agreement, or compliance by any of the parties with any provision of this Agreement, is unlawful or unenforceable, such provision will be treated as narrowed to the extent required to make it lawful and enforceable. If such modification is not possible, the unlawful or unenforceable provision will be severed from the Agreement and the remaining provisions will remain in full force and effect to the maximum extent consistent with applicable law. This Agreement should be interpreted in a way that provides the maximum protection to Amazon's Confidential Information and other business interests, and should not be interpreted against any party as its drafter.

6.6 Survival of Covenants. The covenants and promises contained in Sections 3 through 6 of this Agreement will survive after the Separation Date.

6.7 Assignment. This Agreement will bind and inure to the benefit of Employee and Amazon, and their respective heirs, legal representatives, and permitted successors and assigns. The covenants and promises of Employee under this Agreement are unique and personal. Accordingly, Employee may not assign any of Employee's rights or duties under this Agreement. Amazon Operations Services Philippines, Inc may assign this Agreement, without notice to Employee. Employee consents to such assignment and agrees and acknowledges that all terms and conditions of this Agreement will remain in effect after any such assignment.

6.8 Entire Agreement. This Agreement contains the entire understanding between Employee and Amazon with respect to the subject matter of this Agreement, and there are no representations, warranties, promises, or undertakings other than those contained in this Agreement. No modification of or amendment to this Agreement (except by a court under Section 6.5) will be effective unless in writing and signed by both Employee and an authorized officer of Amazon.

6.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be treated as an original, but all of which taken together will be treated as one and the same instrument.

7. EMPLOYEE REPRESENTATIONS REGARDING EXISTING OBLIGATIONS. Employee represents and certifies as follows: (a) Employee is not in possession or control of any document or other tangible thing that in any way constitutes confidential, proprietary, or trade secret information of any third party (including any former employer); (b) Employee is not subject to restrictive covenants that preclude or could otherwise impact on Employee's work for Amazon; (c) Employee has identified all confidentiality, proprietary information, non-solicitation, or similar agreements or obligations Employee has with any third party, and Employee will not violate any such agreements or obligations in the course of Employee's work for Amazon; and (d) Employee will not use or disclose any tangible or intangible information that constitutes a trade secret of any third party (including any



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former employer) in the course of Employee's employment, except pursuant to written authorization to do so (e.g., a technology license between Amazon and the third party).

- 8. EMPLOYEE HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; RIGHT TO SEPARATE COUNSEL.** Employee acknowledges with execution of this Agreement that: (a) Employee has carefully read all of this Agreement's terms and agrees they are necessary for the reasonable protection of the business of Employer and Amazon; (b) Employer has been induced to employ Employee by Employee's representation that Employee will abide by and be bound by each of the covenants and restraints in this Agreement; and (c) each and every covenant and restraint in this Agreement is reasonable. Employee acknowledges that Employee has been advised by Amazon that Employee is entitled to have this Agreement reviewed by counsel of Employee's choice, and has either done so or elected to forgo such right.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to Employee, the parties execute this Agreement.

Amazon Operations Services Philippines, Inc.

EMPLOYEE

Signature: _____

Name: David Roberts

Title: Snr HR Manager CS Philippines

Signature: _____

Name: Brent Danielle Agnes

Date:

Amazon Personal Data Notice and Consent Form - Philippines

Amazon Operations Services Philippines, Inc. ("**Amazon**")

Dear Brent Danielle Agnes

Amazon treats employee Personal Data in a manner that is consistent with our philosophy of respect for individuals, sound business practices, and in accordance with legal requirements.

"Personal Data" means information about you, from which you are identifiable, including but not limited to: residential address, residential telephone number, mobile phone number, identity card number, driving licence number, income tax reference number, previous education and work experience information, bank account number, name(s), date(s) of birth and contact details of spouse, next of kin, and children, any information generated during the course of your employment with Amazon and any "Sensitive Personal Data".

"Sensitive Personal Data" refers to personal information:

- i. about an individual's race, ethnic origin, marital status, age, color, and religious, philosophical or political affiliations;
- ii. about an individual's health, education, genetic or sexual life of a person, or to any proceeding for any offense committed or alleged to have been committed by such person, the disposal of such proceedings, or the sentence of any court in such proceedings;
- iii. issued by government agencies peculiar to an individual which includes, but not limited to, social security numbers, previous or current health records, licenses or its denials, suspension or revocation, and tax returns; and
- iv. specifically established by an executive order or an act of Congress to be kept classified.

Your Personal Data may be obtained by Amazon from you; from other sources, including but not limited to those provided in the application process, computers, servers, mobile phones, and other devices whether provided by Amazon or owned by you, and from third party information sources including previous employers, referees, verification or background checks; or be otherwise generated upon your appointment and in the course of your employment with Amazon.

You acknowledge and agree that Amazon may collect, use, access, disclose, process, transfer and retain your Personal Data for the purposes of your

employment with Amazon and to ensure that your employment with Amazon may be managed and administered effectively.

Prior to the entry of any Personal Data or Sensitive Personal Data by Amazon into your data profile, you are entitled to receive a description of the Personal Data to be entered, the purposes for which the Personal Data will be processed, the recipients of the Personal Data, and such other Personal Data as may be required by law.

As an Amazon employee, what does this mean to you? It means using your Personal Data as part of, among other things: to administer payroll, compensation and benefits (including, where relevant, stock administration); to streamline salary/bonus planning; for HR management (including employee attendance, performance, programs, surveys and employee engagement and feedback programs (including Amazon Connections)); for Amazon facility, security and health and safety management; to grant and track leaves of absence; to define global rotation assignments for eligible employees; to effectively manage expatriates and foreign nationals; to establish career plans and paths, training and development; to comply with any applicable laws; to conduct ongoing trade and other compliance checks (including checks of denied party, terrorist and other sanctions lists); and to recruit for open and/or newly created positions. The information may also be used for investigation and disciplinary purposes.

This information is stored in secure and protected databases monitored by both the Information Systems and Security-related groups and the Human Resources (HR) department.

As Amazon is part of a larger group of companies operating internationally, from time to time it makes available to other companies within the Amazon group of companies information relating to Amazon's operations, including the information you have provided, in order to streamline and improve its HR administration and overall operations.

Likewise, as part of Amazon's operations, Amazon from time to time makes some of your information available to legal authorities (including tax authorities), to its auditors and other outside professional advisers, and to other parties that provide products or services to Amazon (such as IT systems suppliers, payroll administrators, insurers and benefits providers). This too may constitute an international transfer of your personal details.

Amazon uses a worldwide Human Resources Information System (**HRIS**) which can be accessed by the Amazon group of companies worldwide. This constitutes an international transfer of your Personal Data. You understand and give your consent to such international transfer of your Personal Data. The HRIS allows for the proactive and effective management of the Amazon group's

workforce and assists in the more effective management and development of employees by analyzing trends in the workplace and recommending individualized programs and tools for employee and manager development.

You understand that the provision and processing of your Personal Data is mandatory for purposes of your employment with Amazon and that if you do not provide your Personal Data Amazon may not be able to carry out the functions stated in the paragraph above.

Any Sensitive Personal Data will be processed strictly in accordance with the requirements of applicable law, if any.

To the extent that applicable law allows, you may access your Personal Data. You may also review or make certain changes to your electronic personnel information through the Employee Portal (currently known as PeoplePortal) and other online tools. Amazon will only hold this information for as long as is necessary, both during and following the period of your employment, for the purposes described herein or for any longer period as required by law.

You may, by giving written notice, request to access and/or correct your Personal Data and/or make any inquiries or complaints in respect of the processing of your Personal Data, by:

- a) Viewing/changing your data self-service via PeoplePortal [Personal Information](#),
- b) Contacting the HR Services via [Trouble Ticket](#) (C=Human Resources - Philippines, T=General Questions, I=select appropriate item), OR
- c) Contacting your HR Business Partner directly. Your HR Business Partner's name, title and contact information can be found at: [Contact Tool](#)

Amazon will implement appropriate technical, physical and organizational measures to protect your Personal Data and Sensitive Personal Data against any unauthorized or accidental destruction, alteration or disclosure; accidental loss; unauthorized access; misuse; unlawful processing; and damage.

In addition to information about yourself, you may also have provided information about your dependents, relatives and friends so that they can be contacted in an emergency. By signing this form you confirm that those persons are aware that you have provided their data to Amazon and that their data may be used for the purposes for which you provided it and that they have consented to this.

Please signify your consent to Amazon collecting, using, processing, transferring and retaining your Personal Data in accordance with this form by signing in the space provided below.

I, Brent Danielle Agnes, have read this notice and consent form, and understand and agree to its content.

Brent Danielle Agnes

Name of Employee

Signature of Employee

Date



AMAZON OPERATION SERVICES PHILIPPINES, INC.

Three E-Com Center, Block 21 Harbor Drive Cor. Bay Shore, Mall of Asia
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EMPLOYMENT AGREEMENT

between

AMAZON OPERATION SERVICES PHILIPPINES, INC. (the **Company**)

and

Brent Danielle Agnes of Dionisio Street, Pasay, PHL (**you**)

This employment agreement (**Agreement**) sets out the terms and conditions upon which the Company offers you employment with it.

1 Commencement

Your employment with the Company will start on **Aug-29-2023 (Effective Date)**. The start of your employment is subject to the conditions set out in **section 16** below.

2 Position

The Company will employ you on a fixed term basis in the position of **CS Associate (S)** or such other position determined by the Company. You will report to the Training Manager and will work under the direction of the person in that position, or such other position determined by the Company.

You will initially be based at the Company's premises at **Pasay** but you agree to work at other locations in the Philippines if required to do so by the Company.

The Company may make the changes described in this **section 2** from time to time at its sole discretion.

3 Term

Your employment is intended to be for a maximum term of [three (3)] months (the Term), commencing on the Effective Date and ending on **Tuesday, November 28, 2023** (the End Date), meaning that your employment will terminate by way of expiry of the fixed term on the End Date, subject to:

- (a) if relevant, you maintaining the required immigration approvals from the relevant government authorities to enable you to work with the Company in the Philippines; and
- (b) earlier termination in accordance with **section 9** below.

Subject to the terms in this **section 3**, your employment will automatically terminate at the end of the Term, without the need for the Company to provide any notice or any payment.

4 Duties

You will perform the duties and have the responsibilities and authority customarily performed and held by an employee in your position, or as the Company may otherwise assign to you from time to time. The Company may assign you to perform work for another Amazon Group Member from time to time. [IF



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APPLICABLE: Depending on the nature of your role, the Company may require you to travel (both locally and internationally) time to time.] Without limiting your obligations to the Company, during your employment you must serve the Company faithfully and diligently to the best of your ability and perform to the best of your abilities and knowledge the duties the Company assigns to you from time to time.

You agree that the Company may, subject to the applicable law and without the need to terminate the employment relationship and in its sole discretion, modify or remove your assigned duties from time to time without additional compensation to you, in accordance with the Company's needs. This is provided the Company believes you are reasonably able to perform such modified or remaining duties.

5 Hours

Your normal hours of work are initially 40 hours per week, worked during a combination of rotating day and/or night shifts on weekdays and/or weekends. There is a one hour break each shift. Further details in relation to your shift arrangement will be provided to you on commencement of employment and from time to time throughout your employment. Unless otherwise required by law, payment for the shifts you are required to work (including any nightshift premium, if applicable) is already incorporated and forms part of the Base Salary under **section 6** hereof. If overtime or any other premium is required to be paid to you under the Labor Code of the Philippines, then the relevant payment will be calculated and paid at the minimum rate as prescribed therein.

From time to time, you may be required or need to work additional hours as necessary for the performance of your role. These additional hours can include hours outside normal business hours, or on weekends and public holidays. Unless otherwise required by law, payment for additional hours worked or during rest days is already incorporated and forms part of the Base Salary under **section 6** hereof. If overtime is required to be paid to you, then it will be calculated and paid at the minimum rate required by the Labor Code of the Philippines.

You and the Company may agree to the changing of the days and/or hours you work outlined above.

6 Remuneration & Expenses

The Company will pay you a salary (**Base Salary**) at the rate of **PHP 21,900 gross per month**, paid in 2 equal instalments per month, subject to all deductions required or authorized to be deducted by the Company. Your Base Salary will accrue pro-rata in accordance with time worked.

The Company will provide you with rice allowance in the amount of **PHP 1,500.00 per month**. This allowance will not be included in your Base Salary and will not be included in the computation of benefits prescribed by law based on your Base Salary.

You will also be entitled to a pro-rated 13th month payment to be paid in accordance with Company policy and applicable law.

Provided you remain employed under the terms of this Agreement up until the End Date, you will receive a one-time Completion Bonus of PHP 12,000.00 subject to relevant policy (as amended from time to time), and subject to applicable taxes and deductions.



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The Company will reimburse you for work-related expenses in accordance with and subject to its expense reimbursement policy, as amended from time to time. The Company will only reimburse Company-approved expenses which are supported with evidence of the expense (e.g. original receipts). Please refer to the Company's expense reimbursement policy.

The Company may, subject to any relevant legal requirements, deduct from your remuneration any amounts that you owe to the Company, any other Amazon Group Member or in relation to any benefit plan or arrangement provided or arranged by the Company.

7 Discretionary Benefits

The Company may, at its discretion, from time to time provide you with other non-mandatory benefits and remuneration. The Company may replace, change or cease providing these benefits and remuneration and the terms on which they are provided at any time at its discretion. In such case, you will not have an entitlement to continue to receive these benefits and remuneration or to receive any other payment, compensation or benefit in lieu. In no case will any discretionary benefit granted by the Company become a demandable Company practice.

Unless an authorized HR representative of the Company advises you otherwise in writing, any benefit or remuneration apart from your Base Salary and those mandated by law will be a discretionary benefit to which this **section 7** applies.

8 Holidays & Absence

- Holidays

Unless the nature of your role requires otherwise, you are generally entitled to paid days' off on regular and special holidays mandated by law and such other holidays observed by the Company. The applicable rates specified under the Labor Code for regular and special holidays will apply. The Company will not provide you with any additional compensation for work you perform on any other holiday, unless otherwise required by law or Company policy as applicable from time to time.

- Notice of Absence

You must notify the Company immediately of every absence from work and its probable duration. Upon request by the Company, you must promptly provide the Company with reasons for the absence. Company policy may set out additional requirements in this regard.

9 Termination

Your employment terminates automatically upon the expiry of the Term, without the need to provide any notice or payment. You may terminate your employment at any time by giving the Company one month's notice in writing.



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Your employment may be terminated at any time by the Company for just or authorized causes as provided in the Labor Code of the Philippines, applicable implementing rules and regulations of the Labor Code and other applicable Philippine laws. Without limiting their scope, just causes include where you:

- (a) are guilty of serious misconduct;
- (b) willfully, or deliberately, behave in a way that is inconsistent with the continuation of your employment;
- (c) are determined to have committed a serious offence under relevant Company or Amazon Group policy;
- (d) have committed any act or made an omission that causes imminent or serious risk to the health or safety of a person; or the reputation, viability or profitability of the Company's business;
- (e) have, in the course of your employment, engaged in theft, fraud or assault;
- (f) are habitually intoxicated at work;
- (g) refuse to carry out a lawful and reasonable instruction;
- (h) engage in conduct that could bring you or the Company into disrepute;
- (i) cease to hold an appropriate visa / work permit allowing you to lawfully work in the Philippines;
- (j) materially neglect your duties or breach any material provision of this Agreement, your Confidentiality and Invention Assignment Agreement or any other Company or Amazon Group regulation or policy;
- (k) are determined to have falsified or participated in the falsification of any documents you submitted to the Company as part of your application for employment or submitted to the Company at any time during your employment;
- (l) have misrepresented your qualifications or have willfully failed to disclose significant information that you knew would affect your being offered a job with the Company or affect your continuing employment with the Company;
- (m) act in a way destructive of the Company's trust and confidence in you; and
- (n) other analogous causes.

During any period of notice, the Company may, at its discretion:

- (a) require you to not attend for work or contact any customers or clients;



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- (b) require you to perform duties which are different to those which you were required to perform during the rest of your employment with the Company, provided only that you have the necessary skills and competencies to perform the duties;
- (c) limit or remove your access to the Company's premises, telecommunications networks (including email and intranet) and electronic systems and data; or
- (d) any combination of (a) - (c).

The Company may suspend you from work on full pay, if it has reason to believe you may have engaged in misconduct, in order for it to investigate the matter. The Company may limit or remove your access to the workplace and the Company's premises, telecommunications networks and electronic systems and data during any period of suspension.

10 Confidentiality and Invention Assignment Agreement

You must execute the accompanying Confidentiality and Invention Assignment Agreement (**CIAA**), which is incorporated into this Agreement and forms part of the terms of your employment. You agree that you will affirm your commitment to comply with the CIAA, or execute a replacement for the CIAA, each from time to time as the Company requires.

11 Conduct after Employment Ends

Non-Competition

During employment and for the Restricted Period, you will not, directly or indirectly, whether on your own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant), in the Restricted Area engage in or support the development, manufacture, marketing, or sale of any product or service that competes or is intended to compete with any product or service sold, offered, or otherwise provided by the Amazon Group (or intended to be sold, offered, or otherwise provided by the Amazon Group in the future) that you worked on or supported, or about which you obtained or received Confidential Information.

Non-Solicitation

During employment and for the Restricted Period, you will not, directly or indirectly, whether on your own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) accept or solicit business from any Customer, with whom you had work related dealings during the 12 months preceding the Separation Date, of any product or service that you worked on or supported, or about which you obtained or received Confidential Information; or (b) encourage any Customer or Business Partner, in each case with whom you had work related dealings during the 12 months preceding the Separation Date, to cease doing business with the Amazon Group or to terminate or limit an existing relationship or arrangement with the Amazon Group.

Non-Interference



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During employment and for the Restricted Period, you will not, directly or indirectly, whether on your own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) solicit or otherwise encourage any Amazon Personnel with whom you had work related dealings during the 12 months preceding the Separation Date, to terminate any employment or contractual relationship with the Amazon Group; (b) disclose information to any other individual or entity about Amazon Personnel that could be used to solicit or otherwise encourage Amazon Personnel to form new business relationships with that or another individual or entity; or (c) otherwise interfere with the performance by current or former Amazon Personnel of their obligations or responsibilities to the Amazon Group.

Reasonableness of Restrictions

You recognize that the restrictions in this **section 11** may significantly limit your future flexibility in many ways. For example, the restriction in the Non-Competition section will bar you, for the Restricted Period, from accepting certain competitive opportunities. You further recognize that the geographic areas for many of the Amazon Group's products and services – and, by extension, the geographic areas applicable to certain restrictions in this **section 11** – are extremely broad and in many cases worldwide. You agree and acknowledge that: (a) the restrictions in this **section 11** are reasonable in scope, area, and duration, will not result in any undue hardship for you and are necessary for the protection of the Amazon Group's Confidential Information and goodwill; (b) you will obtain Confidential Information during employment with the Company, the disclosure of which could materially harm the Amazon Group; (c) you intend the restrictions in this **section 11** to operate to the maximum extent; and (d) the restrictions are separate, distinct and several, so that the unenforceability of any restriction does not affect the enforceability of the other restrictions.

Modification of Restrictions

If you breach any post-employment obligation set forth in this **section 11**, the applicable duration of such obligation will be extended by a period of no less than the duration of the breaching conduct. This **section 11** should be interpreted in a way that provides the maximum protection to the Amazon Group's Confidential Information and other business interests, and should not be interpreted against any party as its drafter.

Definitions

In this **section 11**:

"Amazon Personnel" means any employee, contractor, or consultant of the Amazon Group.

"Business Partner" means any individual or entity with which, before the Separation Date, the Amazon Group was involved in any business arrangement or engaged in discussions regarding the possibility of entering into such an arrangement.

"Confidential Information" has the meaning as defined in the CIAA.

"Customer" means any individual or entity that was a customer or client of the Amazon Group during your employment, or with which the Amazon Group engaged in discussions before the Separation Date related to the possibility that such party might become a customer or client of the Amazon Group.



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"Restricted Area" means:

- (a) the Asia-Pacific region; or, failing that
- (b) the Philippines.

"Restricted Period" means the period of 3 months starting on the Separation Date.

"Separation Date" means the date your employment with the Company ends.

12 Loyalty and Conflicts of Interest

You must use all reasonable efforts to promote the interests of the Company and the Amazon Group, act in the Company's and in the Amazon Group's best interests and devote your time and attention during your working hours exclusively to the discharge of your duties.

You represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are inconsistent with your obligations under this Agreement or that would otherwise prohibit you from performing your duties with the Company.

Without limiting your duties to the Company or your obligations apart from this **section 12**, during your employment you must not engage in any other employment, enterprise or business without the Company's prior written consent.

13 Occupational Health and Safety

You must comply with all occupational health & safety standards and directions applicable to your workplace and your employment. You must cooperate with the Company to ensure the safety of any individuals who may be affected by your work. You must take reasonable care for your own health and safety, and for the health and safety of other individuals who may be affected by your acts or omissions, while in the workplace and while otherwise performing any duties or activities in connection with your employment.

14 Code of Conduct and Company Policies

You must comply with the Company's Code of Business Conduct and Ethics as amended from time to time. Further, you agree to affirm your commitment to comply with the Company's Code of Business Conduct and Ethics at such time as the Company requires from time to time.

You must comply with all of the Company's and the Amazon Group's other policies and procedures that apply to you from time to time. The Company or the Amazon Group, as applicable, may adopt, change, replace or rescind its or their policies and procedures (including the Company Code of Business Conduct and Ethics) from time to time in its absolute discretion and without any limitation (implied or otherwise) on its or their ability to do so. The Company's policies and procedures may be found on the Company's intranet. The Company's policies and procedures do not and will not form part of this Agreement.



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15 Personal Data and Data Privacy

You consent that, at all times, you will provide and update the Company with your personal data, including but not limited to residential address, residential telephone number, mobile phone number, identity card number, driving licence number, income tax reference number, previous education and work experience information, bank account number, name(s), date(s) of birth and contact details of spouse, next of kin, and children.

The Company will collect, process, use and retain personal information about you which is necessary to manage and administer your employment and the employment relationship. You are required to sign and return the attached Personal Data Notice and Consent Form in this regard.

16 Conditions on this Offer

Your commencement of employment with the Company is conditional upon:

- (a) where relevant, the **obtaining of all required immigration approvals** from the relevant government authorities to enable you to live and to work with the Company in the Philippines; and
- (b) **the Company's satisfaction with the results of a background check in relation to you.** If you make any misrepresentations about your background, then this offer and your acceptance will be deemed to be null and void and, if your employment has already commenced, such misrepresentations will be grounds for your immediate dismissal without notice or payment in lieu.
- (c) certification by the Company's appointed medical practitioner that you have **passed with satisfactory results a pre-employment medical check-up** conducted by such medical practitioner and are **fit for employment**;

If any of the conditions above are not satisfied, this Agreement will be null and void and you will not commence employment with the Company.

17 Miscellaneous

This Agreement is governed by the law applicable in the Philippines and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Philippines.

This Agreement constitutes the entire agreement and understanding of the parties as to your employment and, in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party. Any offer letter or cover letter which accompanied or forwarded this Agreement is not part of this Agreement.

This Agreement may only be altered in writing signed by each party.

Part or all of any section of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement continue in force.



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18 Definitions

In this Agreement:

- (a) "Amazon Group" refers to Amazon.com, Inc. and its subsidiaries, including without limitation the Company; and
- (b) "Amazon Group Member" refers to any member of the Amazon Group.

SIGNED by

Brent Danielle Agnes

Signature

Date

SIGNED for and on behalf of
Amazon Operation Services Philippines, Inc.

David Roberts, PXT Sr. HR Manager CS - Philippines



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Aug-17-2023

Date