



7/31/2017

Jiacheng Li
1843 Lake Lila Ln
Apt #C8
Ann Arbor, MI 48105
US

Dear Jiacheng:

On behalf of Amazon Corporate LLC (the "Company"), I am very pleased to offer you the position of Software Development Engineer. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Salary

Unless we mutually agree otherwise in writing, you will commence employment on September 3, 2018 ("Start Date"). Your salary will be \$103,000.00 annualized, payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Because your position is exempt from overtime pay, your salary will compensate you for all hours worked. You will receive your full salary in any workweek that you perform work subject to limited deductions permitted by law as applicable to your status as a salaried exempt employee. You will be eligible for a performance assessment and compensation adjustment in calendar year 2019. Ordinarily this process occurs each April.

This offer is based on your representation that, by the time you begin work at the Company, you will have earned a degree. If at any time you decide that you will not be pursuing a degree, or if you will not have earned that degree by the time you are scheduled to begin work, please contact me immediately.

Signing Payment

In appreciation of your decision to join us, you will be eligible for a sign-on payment of \$26,000.00. This payment will ordinarily be advanced to you in a single installment on the date of your first regular paycheck after your Start Date, and will be earned on a prorated daily basis as you complete one full year of employment with the Company. If your employment with the Company is terminated for any reason prior to the first anniversary of your Start Date, you will be required to repay any unearned portion of the payment.

If you are employed with the Company after the one-year anniversary of your Start Date, you will be eligible for a second sign-on payment of \$26,000.00. This sign-on payment will be issued

in prorated pay period installments as you complete your second year of employment with the Company. Each installment will be earned at the time of payment. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will receive one final prorated installment based on the days worked in your final pay period. No additional installments will be paid.

Sign-on payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. Leaves of absence may affect how and when a payment is earned and paid, as detailed in the Company's policies and Benefits Guide During Leave at the time leave is taken.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to shares of Amazon.com, Inc. common stock valued at \$65,000.00. The number of restricted stock units in your award will be calculated based on the 30-trading-day trailing average closing price of the common stock as of the first Friday preceding (or concurrent with) the 15th day of the month prior to the month in which you start employment. This award will vest and convert into shares of common stock over four years, as follows, subject to your continued employment with the Company:

- 5% on the 15th day of the month in which you reach your first anniversary of employment,
- An additional 15% on the 15th day of the month in which you reach your second anniversary of employment, and
- An additional 20% every six months thereafter, until fully vested.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2020. Ordinarily this process occurs each April.

Relocation

For information about your relocation benefits, please review the attached document. Relocation benefits paid to you or expenses incurred on your behalf will be treated as an advance and will be earned on a prorated daily basis as you complete two full years of employment with the Company. If your employment with the Company is terminated for any reason prior to the second anniversary of your Start Date, you will be required to repay any unearned portion of the amounts paid to you or incurred on your behalf to the Company.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access

to our enrollment system about three business days after your Start Date. Please refer to the enclosed documents for more information.

Background Check

This offer is contingent on the successful completion of a background check.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality, Noncompetition and Invention Assignment Agreement

As a condition of and before you begin employment, you must sign the Confidentiality, Noncompetition and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. You should know that the Agreement will significantly restrict your future flexibility in important ways. For example, you will be unable to seek or accept certain employment opportunities for a period of 18 months after you leave the Company. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire August 23, 2017.

Jiacheng, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Claire Wesselhoeft
University Programs, Recruiter

ACCEPTANCE

I accept employment with Amazon Corporate LLC under the terms set forth in this letter; including the Start Date indicated above.

Signature

Date

Jiacheng Li

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