



OFFER CUM APPOINTMENT LETTER FOR FIXED-TERM EMPLOYMENT

Emmanuel Pawar
N.S.C Bose Road, Netaji Nagar, 10/57 Netaji Nagar, Flat - K
Kolkata – 700040
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Dear Emmanuel,

On behalf of **Amazon Development Centre (India) Private Limited**, a company incorporated under the laws of India, having its registered office at # 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Rajkumar Road, Malleshwaram (W) Bangalore - 560 055. Karnataka India (hereinafter the "Company" or "Amazon India"), we are very pleased to issue this Offer cum Appointment Letter for Fixed-Term Employment (hereinafter the "Offer cum Appointment Letter") the position of **CS Associate-VCS(5)** at **VCC - West Bengal, India**.

Your employment with the Company will be subject to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth hereinbelow. If you wish to accept this fixed-term employment with the Company, please convey your acceptance in the manner provided for by the Company. The offer of employment contained in this Offer cum Appointment Letter will expire if you have not accepted the same on or before **2 business days**.

Upon your acceptance of the offer herein, this Offer cum Appointment Letter shall form the employment contract that is a valid and binding agreement of employment between Amazon India and you, and you shall be bound by the terms and conditions stipulated herein below.

1. Date of Commencement

Your fixed-term employment with Amazon India will commence on **24-Aug-2020** and shall end as per the provisions contained in Section 14 herein below.

2. Duties

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- 2.1 You will be employed in the position of **CS Associate-VCS(S)**. Your manager will advise you about your job responsibilities after your joining with us. You will be expected to do your job to the best of your ability at all times as per the job responsibilities advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Amazon India.
- 2.2 You will be required to comply with Amazon India's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Amazon India's Policies and Procedures, as communicated to you. Amazon India reserves the right to change Amazon India's Policies and Procedures from time to time at its sole discretion and you shall be bound by the same.
- 2.3 You acknowledge that during the course of your fixed-term employment, as the business of Amazon India changes, it may be necessary to rotate you in other departments / units. Amazon India therefore reserves the right to change your role and responsibilities from time to time at its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.
- 2.4 Unless specified in writing, you shall not be authorised to enter into any contractual obligations on behalf of Amazon India or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Amazon India or its affiliates.

3. Hours of Work

The normal business hours of the office, at which you work, will apply to you and these will be advised on commencement of employment and when there is a change. You may be required to work in shifts for different work hours or workdays during the week depending on the business or team that you may be working for. You will be advised by your manager or department about such requirements at the time of joining and from time to time during the course of your employment, as appropriate. Certain business teams also operate on 24x7 basis and hence, may have rotational shifts or related requirements for their respective team members. Please refer to Amazon India's Policies and Procedures for further details.

4. Place of Work

Your "Primary Work Location" will be your home address mentioned above, or such other home address as Amazon may approve from time to time, and the provisions of the VCS Telecommuting Policy shall be applicable to the same. While you will primarily be working from such an approved home location, you may be required to travel to any of Amazon India's or its affiliate's facilities based on business requirements. You would also be required to inform Amazon India whenever there is a change in the address aforementioned and the Company reserves the right to either accept or reject such a change.

Moreover, you should be aware that the Company and/or its affiliates have offices throughout the world and because of the nature of your duties, the Company has the right to transfer you from one place to another or from one section to another or from one unit to any other unit of the Company, its parent company or to any of its sister concerns, which are either existing or may be set up in future. The decision of the Company in this regard shall be final and binding on you.

5. Remuneration

- 5.1 Your Annual Base Pay will be Rs. **190,000** per annum made payable in arrears in accordance with Amazon India's standard payroll practice and subject to all lawful deductions of income tax, provident fund contribution (if any), insurances or otherwise. Your Base Pay is inclusive of both the employer's and the employee's provident fund contributions. Your salary will compensate you for all hours worked.
- 5.2 Amazon India has the right to deduct from your pay/salary any sums which you may owe Amazon India, including without limitation, any over-payments or loans made to you by Amazon India or any demand raised by any judicial or quasi-judicial authority for your acts or omissions and / or losses suffered by Amazon India as a result of your negligence or breach of the terms contained in this Offer cum Appointment Letter/Amazon India's Policies , or your failure to return Amazon India's property.
- 5.3 You will be reimbursed for any reasonable expenses incurred by you in the course of the performance of your duties on behalf of Amazon India, subject to your compliance with the Expenses Policy contained in Amazon India's Policies and Procedures.

6. Provident Fund

Amazon India will contribute to a Provident Fund as and when required by the Employees' Provident Fund and Miscellaneous Provision Act, 1952, and as further described in Amazon India's Policies and Procedures.

7. Leave

Amazon India will grant you leave as provided in Amazon India's Policies and Procedures. All leave scheduling and organisation will be arranged to ensure smooth business operation; your manager's approval is required prior to your scheduling or changing any leave.

8. Confidential Information and Confidentiality Obligations

8.1 "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:

- (1) 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 ventures, vendors, or suppliers and the terms on which the Company does business with each such entity, or generally;
- (2) computer code (including source code and object code) or software developed, modified, or used by the Company;
- (3) 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;
- (4) 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;
- (5) 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;

- (6) 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;
- (7) information about the Company's future plans, including, but not limited to, plans for expanding into new products, geographical areas, market segments, or services;
- (8) 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;
- (9) 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 you 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 you 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), evaluated, tested, or applied by you 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 you 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;
- (10) any other information gained in the course of your 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;
 - (11) any information received by the Company from third parties, whether or not under obligation of confidentiality;
 - (12) any information derived from any of the above, including any intellectual property rights attached thereto; and
 - (13) any copies of the above mentioned information.

8.2 Confidentiality Obligations:

- (1) You acknowledge that you have acquired and/or will acquire Confidential Information during the course of, or incident to, your 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 you or by other persons or firms to compete with the Company. Accordingly, you agree that you shall not, directly or indirectly, at any time, during the term of your 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, you agree that you 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 your 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, you 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.

- (2) During the course of your employment with the Company and at the date of termination thereof (hereinafter the "Date of Termination"), you 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 in Section 9.1(9) hereinabove, to the extent that such disclosure could reasonably be expected to be of interest to the Company.
- (3) Nothing in this Offer cum Appointment Letter shall be deemed to dilute or waive any rights related to the protection of trade secrets that the Company may have under common law or any applicable statutes.

9. Intellectual Property Rights

- 9.1 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 of the Confidential Information, ("Intellectual Property Rights") shall be owned by the Company. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, you hereby agree to irrevocably, perpetually and unconditionally sell, assign, transfer and convey to the Company and its successors your entire right, title

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and interest in the Confidential Information and/or Intellectual Property Rights and any improvements thereto throughout the world, including, without limitation:

- (1) 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;
- (2) 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;
- (3) 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;
- (4) 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
- (5) all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, electronically stored information, or other materials related to the Confidential Information.