

OFFER CUM APPOINTMENT LETTER

T. Harisharan

Hyderabad
IND

Dear T. Harisharan,

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 the position of **TRON Associate at Hyderabad, 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 herein below. If you wish to accept 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 employment with Amazon India will commence on **13-Aug-2018**.

2. Probation

You shall be on probation for a period of 3 months ("Probation Period") from the date of joining. Your performance will be reviewed and evaluated at regular intervals during the Probation Period. Depending on the outcome of such evaluation/s, the Company may, at its sole discretion, either (a) if your performance is found satisfactory, confirm your appointment; or (b) if your performance is found to be unsatisfactory, extend, in writing, the Probation Period by a

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further period of 3 more months or terminate your employment with Amazon India with immediate effect and without any advance or prior notice, and with no further liabilities to Amazon India, except for payment of remuneration up to the date of termination of employment.

3. Duties

- 3.1 You will be employed in the position of **Data Associate**. 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.
- 3.2 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.
- 3.3 You acknowledge that during the course of your 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.
- 3.4 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.

4. 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

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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.

5. Place of Work

Your initial place of work will be at Amazon India's facility in Hyderabad. However, 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.

6. Remuneration

- 6.1 Your Annual Base Pay will be **Rs.2,50,000** 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 Base Pay will be reviewed in accordance with internal performance review systems, details of which are set out in Amazon India's Policies and Procedures. If your hire date is on or before the first Monday in October of the current year, you will be eligible for a performance assessment and salary adjustment in the next calendar year. Ordinarily, this process occurs in the month of April each year.
- 6.2 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.

7. 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.

8. 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.

9. Confidential Information and Confidentiality Obligations

9.1 "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