



Amazon.com, Inc. Group

## CONFIDENTIALITY AND INVENTION ASSIGNMENT DEED

Deed dated 31 May 2023

### BETWEEN

- (1) **Amazon EU SARL** of 38 Avenue John F. Kennedy, L-1855 Luxembourg (the “**Company**”)

### AND

- (2) **Andrea Beretta** (the “**Employee**”).

### RECITALS

- A. The Employee is entering into this Deed in connection with his acceptance of a new contract of employment with the Company or as a condition of his continued employment;
- B. The Company is a wholly owned subsidiary of Amazon.com, Inc., a Delaware, USA corporation (“**Amazon**”).

**NOW IT IS AGREED as follows:**

AMAZON EU SOCIÉTÉ À RESPONSABILITÉ LIMITÉE  
38 AVENUE JOHN F. KENNEDY, L-1855 LUXEMBOURG

R.C.S. LUXEMBOURG : B 101818 · TVA n° LU 20260743  
Autorisation d'établissement en qualité de commerçante n° 134248

## 1. Disclosure and Delivery to the Company

### Disclosure of Information to the Company

1.1. The Employee shall, without additional reward, promptly disclose and deliver over to the Company, to the extent that such disclosure could reasonably be expected to be of interest to the Company, in writing, or in such form and manner as the Company may reasonably require, the following ("**Disclosure Information**"):

1.1.1. any and all algorithms, procedures or techniques related to the Company's business activities or to the Employee's work with the Company, and the essential ideas and principles underlying such algorithms, procedures or techniques, conceived, originated, adapted, discovered, developed, acquired, evaluated, tested or applied by the Employee while employed by the Company, whether or not such algorithms, procedures or techniques are embodied in a computer program;

1.1.2. 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, evaluated, tested, or applied by the Employee while employed by the Company;

1.1.3. any and all products and services, and the essential ideas and principles underlying such products and services, conceived, originated, adapted, discovered, developed, acquired, evaluated, tested or applied by the Employee while employed by the Company, whether or not such products or services are marketed, sold or provided by the Company; and

1.1.4. any other ideas or information conceived, originated, adapted, discovered, developed, acquired, evaluated, tested, or applied by the Employee while employed by the Company if the idea or information could reasonably be expected to prove useful or valuable to the Company.

## 1.2. Certain Qualifications and Recognitions

The Employee recognises that he will hold an important position at the Company, and that, as one of his important job duties, he will be expected to conceive, originate, adapt, discover, develop, acquire, evaluate, test and/or apply ("**Conceive and/or Originate**") products, services, techniques, algorithms, strategies, procedures and/or ideas ("**Products and/or Services**"), even when, in order to do so, the Employee must help lead the Company in new directions, or into activities and business areas which are new to the Company. However, the Company recognises that the Employee may Conceive and/or Originate certain Products and/or Services which are unrelated to the activities of the Company, unrelated to the planned activities of the Company, and

unrelated to any reasonable extension of the activities or planned activities of the Company ("**Unrelated Products and/or Services**"). The parties therefore agree that, notwithstanding the other provisions of this Clause 1:

1.2.1. any Unrelated Products and/or Services Conceived and/or Originated by the Employee, even while employed by the Company, shall not be considered Disclosure Information;

1.2.2. the fact that the Employee used modest amounts of Company equipment or facilities (for example, by sending e-mail messages using Company computers and network connections) in the course of Conceiving and/or Originating an Unrelated Product and/or Service shall not cause such an Unrelated Product and/or Service to be considered Disclosure Information;

1.2.3. the fact that the Employee Conceived and/or Originated a Product and/or Service during the Company's normal operating hours or on the Company's premises shall not cause an Unrelated Product and/or Service to be considered Disclosure Information;

1.2.4. the fact that the Employee Conceived and/or Originated a Product and/or Service outside of the Company's normal operating hours or off the Company's premises shall not, in and of itself, prevent such a Product and/or Service from being considered Disclosure Information.

### 1.3. Information obtained from Third Parties

AMAZON EU SOCIÉTÉ À RESPONSABILITÉ LIMITÉE  
38 AVENUE JOHN F. KENNEDY, L-1855 LUXEMBOURG

R.C.S. LUXEMBOURG : B 101818 · TVA n° LU 20260743  
Autorisation d'établissement en qualité de commerçante n° 134248

For purposes of this Clause 1, information "acquired" shall be deemed to include information relayed to the Employee by third parties, whether or not such third parties were compensated by the Company in connection with such acquisition.

**NOTICE** Notwithstanding any other provision of this Deed to the contrary, this Deed does not obligate the Employee to assign or offer to assign to the Company any of the Employee's rights in an invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on the Employee's own time, unless (a) the invention relates (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the Employee for the Company.

## **2. Confidential Information**

### **2.1. Definition of Confidential Information**

The parties acknowledge that, in order to permit the Employee to successfully perform and/or continue to perform the duties associated with his employment with the Company, it is necessary for the Company to provide the Employee with access to certain valuable proprietary information and knowledge of certain modes of business operation ("**Confidential Information**") which are

essential to the effective operation of the Company, and which give the Company a competitive advantage over other firms pursuing related business activities. In the context of this Deed, the term "Confidential Information" shall be deemed to include but not limited to:

- 2.1.1. the identity of the Company's business partners, customers, investors, or joint venturers, vendors or suppliers and the terms on which the Company does business with each such entity or generally;
- 2.1.2. computer software developed by or for the Company;
- 2.1.3. data of any sort compiled by or for the Company, including, but not limited to, data on the effectiveness of any particular marketing campaign or advertising venue or method or demographic or other data related to the Company's customers or prospective customers;
- 2.1.4. the fact that the Company uses, has used, or has evaluated for potential use a particular computer program or system, or any particular database or source of data, supplied by a party other than the Company;
- 2.1.5. 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 algorithms, procedures or techniques in each case which is in the public domain and excluding any algorithms, procedures or techniques licensed by the Company from a third party on a non-

exclusive basis unless such licence or other circumstances identify such algorithms, procedures or techniques as being of a confidential nature to which obligations of confidentiality are attached), 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;

2.1.6. the fact that the Company uses, has used, or has evaluated for potential use any particular algorithm, procedure or technique, or the essential ideas and principles underlying such algorithm, procedure or technique, developed 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;

2.1.7. pricing or marketing strategies developed, investigated, acquired, 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; prices and pricing strategy, discounts, mark-ups or profit margins, marketing, tenders and any price sensitive information;

- 2.1.8. information about the Company's future plans, including, but not limited to, plans for expanding into new products or services;
- 2.1.9. 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;
- 2.1.10. information related to, or that might reasonably be expected to lead to, understanding the viability of selling any particular product or service via any particular vehicle such as interactive, computer-based shopping;
- 2.1.11. details of the performance or remuneration of any employee of the Company or any Affiliate;
- 2.1.12. and information in respect of which the Company is bound by an obligation of confidence to a third party; and
- 2.1.13. any other information gained in the course of the Employee's employment with the Company that could reasonably be expected to prove detrimental 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 (a "**Competitor**") in making inferences regarding the nature or scope of the Company's business activities, where such inferences could reasonably be expected to allow such a Competitor to compete more efficiently or



effectively with the Company; but will be deemed not to include any information that:

2.1.14.is in or enters the public domain without breach of this Deed;

2.1.15.is received by the Employee from a third party who did not acquire or disclose such information by a wrongful or tortious act; or

2.1.16.can be shown to have been obtained by the Employee prior to the commencement of his period of continuous employment (as defined in the Employment Rights Act 1996) with the Company (save for information obtained by the Employee from the Company) and any information which is obtained by the Employee subsequent to and independent of his relationship with the Company (save for information obtained by the Employee from the Company).

## 2.2. Use and Disclosure of Confidential Information

2.2.1. The Employee acknowledges that he has acquired and/or will acquire Confidential Information in the course of or incidental to his employment with the Company, and that the ability of the Company to continue in business could be seriously jeopardised if such Confidential Information were to be disclosed generally and/or were to be used by the Employee or by other persons or firms to compete with the Company. Accordingly, the Employee agrees that he shall not, directly or indirectly, at any time, during the term of his 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 such Confidential Information in connection with any activity or business except the business of the Company, and shall not disclose such Confidential Information to any individual, partnership, corporation, or other entity unless such disclosure has been specifically authorised in writing by the Company.

2.2.2. Notwithstanding Clause 2.2.1, the Employee may disclose Confidential Information as required to comply with binding orders of governmental entities or regulatory authorities that have jurisdiction over him, provided that the Employee:

- (a) gives the Company reasonable written notice to allow the Company to seek an injunctive order or other appropriate remedy;
- (b) provides any assistance which the Company may reasonably require in order to secure such order or such remedy (with the Employee's expenses reasonably incurred in providing such assistance to be reimbursed by the Company);
- (c) discloses only such information as is required by the governmental entity or regulatory authority; and
- (d) uses reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

### 2.3. No Waiver of Trade Secret Protection

Nothing contained in this Deed shall be deemed to weaken or waive any rights related to the protection of trade secrets that the Company may have under common law or any applicable statutes.

### 2.4. Patents, Copyright and Other Intellectual Property

2.4.1. Subject to the Employee's rights under Section 39-43 of the Patents Act 1977, all patents, copyrights, design rights, registered designs, trade secrets and other proprietary rights relating to the Confidential Information or to the Disclosure Information as defined in Clause 1 shall be owned by the Company. The Employee hereby irrevocably transfers and assigns to the Company and its successors the Employee's entire right, title and interest in the Confidential Information and/or Disclosure Information and any modifications throughout the world, including, without limitation:

- (a) all patents and registered designs in the Confidential Information and/or the Disclosure Information and all rights to secure registrations, renewals and extensions of the same;
- (b) by way of future assignment, all copyrights, design rights, trade secrets and other proprietary rights in the Confidential Information and/or the Disclosure Information for the full terms of each

- throughout the world and all rights to secure (where applicable) registrations, renewals and extensions of the same;
- (c) all rights to make, use, practice, import, export and otherwise fully exploit the Confidential Information and/or the Disclosure Information and any and all modifications that the Employee or Company may hereafter make or develop;
  - (d) all rights to file and prosecute applications for patent protection and registered designs covering the Confidential Information and/or the Disclosure Information and modifications thereon, and the processes and designs embodied therein, in the United Kingdom, United States and in every other country throughout the world;
  - (e) all rights under any patent which may be issued on the Confidential Information and/or the Disclosure Information or the modifications thereon, and any processes and designs therein, and all rights to enjoy the same; and
  - (f) all documents, notes, notebooks, drawings, schematics, prototypes, magnetically encoded media, or other materials related to the Confidential Information or to the Disclosure Information.

2.4.2. During the period of his employment with the Company, the Employee agrees to provide the Company with such information and know-how in the Employee's possession or control as may be necessary for the Company to use, market, develop and/or commercially exploit the Confidential Information and the Disclosure Information and modifications.

2.4.3. During the period of his employment with the Company and as may be reasonably necessary subsequent to the Employee's employment, the Employee agrees to cooperate with the Company as may be necessary and at the Company's reasonable expense, to obtain patent, registered design, copyright and design rights protection for the Confidential Information and the Disclosure Information and modifications and agrees to do such further acts and execute and deliver to the Company such instruments as may be required to perfect, register or enforce the Company's ownership of the rights assigned under this Deed. If the Employee fails or refuses to execute any instrument or instruments (without regard to whether or not the Employee is at that time employed by the Company), the Employee hereby irrevocably appoints the Company as the Employee's attorney to act on the Employee's behalf and to execute such instruments and a certificate in writing signed by any Director or the Secretary of the Company that any instrument or act

falls within the authority conferred under this Clause shall be conclusive evidence that such is the case so far as any third party is concerned.

2.4.4. The Employee irrevocably and unconditionally waives in favour of the Company any and all moral rights in any Confidential Information and the Disclosure Information conferred on him by Chapter IV of Part 1 of the Copyright Designs and Patents Act 1988.

2.4.5. The Employee acknowledges that, for the purpose of the proviso to section 2(1) of the Registered Designs Act 1949 (as amended), the covenants on his part and the Company will be treated as good consideration and the Company will be the proprietor of any design contained in the Employee's right title and interest in the Confidential Information and the Disclosure Information.

2.5. For purposes of this Clause 2, the term Company shall be deemed to include Amazon as well as any subsidiaries or affiliates of Amazon that may, from time to time, become associated with Amazon.

### **3. Remedies**

The Employee acknowledges that any breach of this Deed may cause the Company irreparable harm for which damages are not an adequate remedy, and as a result of this, the Company shall be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favour of itself, without the necessity of posting a bond or security,

restraining the Employee from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief hereunder shall not be deemed a waiver of any right to assert any other remedy the Company may have at law or in equity.

#### **4. Attention and Effort**

During the term of Employee's employment with the Company, and without limiting the provisions of Clause 3 of this Deed or any other provision hereof, the Employee will devote all of his entire productive time, ability, attention and effort to the Company's business and will skilfully serve its interests and will not carry on any other profession, trade or gainful employment.

#### **5. Severability**

Each provision of this Deed is separate and severable from the remaining provisions and enforceable accordingly. If any provision of this Deed is unenforceable for any reason, but would be enforceable if some of its wording were deleted, it shall apply with such deletions as are necessary to make it enforceable.

#### **6. Waiver**

The failure of a party to insist upon strict adherence to any term of this Deed on any occasion or occasions shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Deed.

## **7. Survival**

The obligations of the Employee under Clauses 2 and 3 of this Deed shall survive the termination of this Deed and of his employment with the Company.

## **8. Headings**

The Clause headings appearing in this Deed are used for convenience of reference only and shall not be considered a part of this Deed or in any way modify, amend or affect the meaning of any of its provisions.

## **9. Rules of Construction**

Whenever the context so requires the use of the singular shall be deemed to include the plural and vice versa.

## **10. Governing Law**

The formation, construction and performance of this Deed shall be governed by Luxembourgish Law and the parties irrevocably submit to the non-exclusive jurisdiction of the Luxembourgish Courts.



**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS DOCUMENT AS A  
DEED ON THE DATE FIRST BEFORE WRITTEN:**

Executed by:

*Evelyn Gonzalez Escalante*

\_\_\_\_\_

Date: 31/05/2023 \_\_\_\_\_

Evelyn Gonzalez Escalante  
Senior Manager HR Services  
For and on behalf of the Company

Executed by (Employee):

\_\_\_\_\_

Date: \_\_\_\_\_

Andrea Beretta

**INTERNSHIP CONTRACT**

**BETWEEN ON THE ONE HAND**

Amazon EU SARL  
whose registered office is established  
5, Rue Plaetis  
L-2388 Luxembourg

hereafter referred to as “**Amazon**”

**AND ON THE OTHER HAND**

Andrea Beretta  
residing at via liberazione 13, Tribiano 20067 Italy

hereafter referred to as the “**Intern**”

Both hereafter jointly referred to as the “**Parties**” and individually as the “**Party**”

**Preamble:**

The Intern wants to accomplish an internship within Amazon, in order to make contact with the professional environment and to apply his theoretical knowledge to real work environment.

Amazon undertakes to give the Intern the possibility to get acquainted with the working environment. Amazon will try to ensure during the internship that the Intern receives a proper practical training through the accomplishment of various roles and tasks.

In order to guarantee the correct performance of the internship an internship supervisor (“**The Internship Supervisor**”) will be designated by Amazon.

## **Article 1      Terms of internship**

- 1.1 Without prejudice to the rights to terminate the Internship Contract with immediate effect as stated in article 12.2, the present internship contract (the "**Internship Contract**") is concluded for a fixed term duration. It shall commence on 03/07/2023 and end on 28/12/2023.

## **Article 2      Purpose of the internship**

- 2.1 Amazon offers to the Intern an internship that focuses on a variety of projects.
- 2.2 The Internship Supervisor will be Aurelien Hibert. The Internship Supervisor will set up an internship plan (the "**Internship Plan**") for the Intern, detailing the roles the Intern will be familiarising himself/herself with during the Internship as well as the tasks and the learning objectives linked to such roles.

## **Article 3      Place of execution of the internship**

- 3.1 The Intern shall carry out his internship in principle at Amazon's registered office located in Luxembourg or wherever Amazon may consider appropriate for the execution of the Internship Contract.

## **Article 4      Internship hours and Holiday**

- 4.1 The Intern shall perform his internship between 8.30 a.m. and 5.30 p.m. with a lunch break of one hour. The normal internship weekly hours shall be 40 hours spread on 5 days per week, from Monday to Friday.
- 4.2 You will be entitled (in addition to the normal Luxembourg public holidays) to take 26 working days as holidays in each holiday year which runs from 1 January through 31 December and you will be paid your basic salary during such holidays. This amount will be pro-rata in accordance with the length of this Internship Contract.
- 4.3 Your holiday entitlement accrues at the rate of 2.16 days per month from the commencement of this Internship Contract.
- 4.4 If at the end of this Internship Contract, you have taken fewer holidays than your pro-rated entitlement, the untaken holiday entitlements will typically be paid in lieu, subject to the deductions for any social security contributions and taxes in accordance with the applicable statutory provisions. One day's holiday pay will be deemed to be 1/260th of your annual basic salary.
- 4.5 Holiday entitlement unused at the end of the holiday year can only be carried over into the following holiday year when urgent personal needs or Company requirements necessitate it and only with your manager's approval. This unused entitlement should not exceed 5 days and must be taken by 31 March of the following calendar year. If not so taken, it will lapse without payment in lieu.
- 4.6 All holiday scheduling and organization will be arranged to ensure smooth business operation and your Internship Supervisor's approval is required prior to your scheduling or changing any holiday.

## **Article 5 Internship indemnity**

- 5.1 The Intern shall be entitled to a monthly gross indemnity of EUR 4333.00 in order notably to cover the costs related to the execution of the internship.
- 5.2 The payment of the indemnity will be made at the end of each calendar month after deduction of social security contributions and payroll taxes, if any, as required by the law.

## **Article 6 Expenses**

- 6.1 Any reasonable expenses incurred by the Intern while performing tasks under the internship on behalf of Amazon will be reimbursed, subject to the Expenses Policy in Amazon's Policies and Procedures.

## **Article 7 Exclusivity of Services**

- 7.1 The Intern shall devote his time, attention and abilities to his internship and act in Amazon's best interest at all times.
- 7.2 The Intern may not, without Amazon's written consent, be in any way directly or indirectly actively engaged or concerned in any other business or undertaking where this is or is likely to be in conflict with Amazon's interest.
- 7.3 Publications or public appearances by the Intern relating directly or indirectly to his internship shall be authorised by Amazon beforehand.

## **Article 8 Confidential information**

- 8.1 Much of the Intern's activities will be highly confidential. The Internship Contract is therefore subject to and conditional upon his signing and returning the Confidentiality, Non-Competition and Invention Assignment Deed to Amazon.

## **Article 9 Disability and Notification of Absence**

- 9.1 If the Intern is absent during the internship hours for any reason and his absence has not previously been authorised, the Intern shall immediately inform the Internship Supervisor (or if he/she is unavailable, a direct colleague of the Internship Supervisor) and keep him/her informed of the expected date of return.
- 9.2 In the event of disability on account of sickness or injury, and in the event of an extension of this initial disability period, the Intern shall notify the Internship Supervisor (or if he/she is unavailable, a direct colleague of the Internship Supervisor) as soon as possible.
- 9.3 Your sick pay will be paid in accordance with the laws of the Grand-Duchy of Luxembourg.

## **Article 10 Disciplinary Rules**

- 10.1 Amazon expects high standards of conduct from its Interns. Details of the disciplinary rules are contained in Amazon's Policies and Procedures.

## **Article 11 Problem Resolution Procedures**

11.1 If the Intern is unhappy about any aspect of his internship with Amazon, he should first discuss the matter with his Internship Supervisor. If the Intern is still unhappy he should pursue the matter through the Problem Resolution procedure (full details of which are contained in Amazon's Policies and Procedures).

## **Article 12 Termination of the Internship Contract**

12.1 Without prejudice to article 12.2, the Internship Contract will automatically end on the last day of the Internship Contract as set out in Article 1 hereof.

12.2 In the case of serious improper behavior of one of the Parties, the other Party can terminate the Internship Contract with immediate effect and without any indemnity.

12.3 At the end of the Internship Contract, the Intern will return to Amazon without delay all correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to Amazon or relating to its business affairs or dealing which are in his possession or under his control.

## **Article 13 Policies and Procedures**

13.1 The Intern will be required to comply with Amazon's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Amazon's Policies and Procedure. Amazon's Policies and Procedures are accessible via Intranet and a hard copy may be inspected during normal working hours at the Human Resources Department. The Intern is expected to familiarise with these Policies and Procedures and to comply with them.

13.2 Amazon reserves the right to change these Policies and Procedures from time to time. The Intern will be notified of any such changes one week prior to them coming into force.

## **Article 14 Variations**

14.1 Any additions or modifications of these terms would have to be in writing and signed by the Parties.

## **Article 15 Nullity – Legislation – Courts' jurisdiction**

15.1 If any term of provision of this Internship Contract shall to any extent be held invalid or unenforceable, the remaining terms and provisions shall not be affected thereby.

15.2 The Internship Contract is subject to the provisions and conditions of the legislation with respect to the internship contract, as they derive from section L. 151-1 (second paragraph) of the Luxembourg Labour Code and from the grand-ducal regulation dated 10 August 1982.

15.3 The Parties hereby explicitly agree that any disputes as to the existence, interpretation, completion or termination of the Internship Contract shall be settled by the Courts of Luxembourg.

*Evelyn Gonzalez Escalante*

\_\_\_\_\_  
Evelyn Gonzalez Escalante – Sr Mgr New Joiner Support  
For and on behalf of the Company

I confirm that I have read, understand and agree to the terms in this Internship Contract.

\_\_\_\_\_  
Andrea Beretta  
The Intern

Date: \_\_\_\_\_