



## STATEMENT OF TERMS AND CONDITIONS OF INDEFINITE EMPLOYMENT

Between:

**EMPLOYER:** Amazon EU SARL ("**Amazon**" or "**Company**")

and

**EMPLOYEE:** Melad Bisharat  
residing at: George Vice ,Tel Aviv 6100000 Israel

The following terms and conditions ("**Employment Contract**") will apply to your employment with Amazon. Amazon is part of a group of companies ("**Group**"), which includes any entity that directly or indirectly, (i) controls Amazon, or (ii) is controlled by Amazon, or (iii) is controlled by any company covered by (i) above. "Control" means, directly or indirectly, ownership of a majority of the voting power of all classes of voting shares, or ownership of a majority of the beneficial interest in income and capital of an entity, or the legal authority, by contract or otherwise, to control the activity of another.

Other terms and conditions that will apply to your employment are contained in Amazon's policies and procedures ("**Amazon's Policies and Procedures**"). Amazon's Policies and Procedures are accessible via the Amazon Intranet and a hard copy may be inspected during normal working hours at the Human Resources Department. You agree to familiarize yourself with these Policies and Procedures and to comply with them. Amazon reserves the right to unilaterally change these Policies and Procedures from time to time (without this being deemed a substantial modification of the employment terms in the sense of article L. 121-7 of the Luxembourg Labor Code). You will be notified of any such changes no less than one week prior to them coming into force.

### 1. **Date of Commencement**

- 1.1. Your employment with Amazon is of an indefinite duration and will begin on 30 December 2019 ("**Effectiveness Date**").
- 1.2. This employment is not continuous with a previous period of employment.
- 1.3. Your employment is subject to a 6 months probationary period which commences on the Effectiveness Date.

### 2. **Duties**

- 2.1. You will be employed in the position of Trans Ops Analyst. You will be expected to do your job to the best of your ability at all times.
- 2.2. You will be required to comply with Amazon's rules, regulations and policies currently in force, as well as any rules, regulations and policies that may be adopted from time to time by Amazon during your employment, including, without limitation, those policies set out in Amazon's Policies and Procedures. Amazon reserves the

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right to unilaterally change these rules, regulations and policies from time to time (without this being deemed a substantial modification of the employment terms in the sense of article L. 121-7 of the Luxembourg Labor Code).

- 2.3. You should recognize that during the course of your employment, as the business of Amazon changes, it may be necessary for Amazon to change your duties. You therefore acknowledge and agree that Amazon reserves the right to change your responsibilities and job title from time to time, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.

### **3. Hours of Work**

- 3.1. Your normal working hours will be 40 hours per week plus such other reasonable hours as are necessary to fulfill your duties to Amazon's satisfaction. Your normal daily working hours will be 08.30 am to 5.30 pm Monday to Friday inclusive, with a one hour lunch break, to be taken at a mutually agreed time.

However, Amazon reserves the right to change your working hours or to require you to work in other patterns (without this being deemed a substantial modification of the employment terms in the sense of article L. 121-7 of the Luxembourg Labor Code).

- 3.2. The actual working hours will depend on the importance, complexity and urgency of Amazon's activities.
- 3.3. Amazon has the right to require you to remain away from work on full pay and on such conditions as Amazon may specify from time to time during all or any part of any notice period (whether given by you or Amazon).

### **4. Place of Work**

- 4.1. Your normal place of work will be in Luxembourg.
- 4.2. However, you should be aware that Amazon (and more generally the Group) is an international undertaking having offices throughout Europe and because of the nature of your duties, you acknowledge and agree that you may be required to carry out your tasks abroad on a temporary basis or even to transfer on a permanent basis to another department/entity and/or place of work (provided that before implementing any transfer Amazon will consult you), without this being deemed a substantial modification of the employment terms in the sense of article L. 121-7 of the Luxembourg Labor Code.
- 4.3. You acknowledge and agree that in order to fill this role, you will need to relocate fully to Luxembourg, or live within a 90-minutes commute. Amazon understands that you cannot relocate immediately, but the relocation should be finalized by no longer than 6 months as of the Effectiveness Date and you will not work from the location from which you are relocating.

Amazon may terminate the Employment Contract should you not have fully relocated at the latest 6 months after the Effectiveness Date.

## 5. Remuneration

### Salary and sign-on payments

- 5.1. Your salary will be EUR 50,000 gross (at the index applicable at the Effectiveness Date) per annum, payable in 12 equal monthly installments. The payment of each such installment is made at the latest on the last working day of the month for which the salary was due, in accordance with Amazon's standard payroll practice and subject to the deductions for any social security contributions and taxes in accordance with the applicable statutory provisions. Your salary will be reviewed in accordance with internal performance reviews systems, details of which are set out in Amazon's Policies and Procedures.
- 5.2. Amazon has the right to deduct from your salary any sums which you may owe Amazon, including without limitation, any over-payments or loans made to you by Amazon or losses suffered by Amazon as a result of your negligence or breach of Amazon's Policies and Procedures or failure to return Amazon's property.
- 5.3. You will receive a refundable one-off sign-on payment of EUR 8,500 gross (subject to the deductions for any social security contributions and taxes in accordance with the applicable statutory provisions) in your first month's salary payment in accordance with Amazon's standard payroll practice. By signing the present Employment Contract, you expressly acknowledge and agree that if a termination for any reason of your employment with Amazon is notified prior to the first anniversary of the Effectiveness Date, the sign-on payment will be repayable at the rate of 1/12 of the gross amount of the sign-on payment for each month from the date of notification of the termination (including the month during which the termination is notified) until the first anniversary of the Effectiveness Date. You further acknowledge and agree that in case of termination of your employment, you will repay the abovementioned amount upon Amazon's first request and without delay.
- 5.4. You will receive EUR 5,500 gross (payable in 12 equal monthly installments) during the second year of your employment in accordance with Amazon's standard payroll practice. In case a termination for any reason of your employment with Amazon is notified prior to the second anniversary of the Effectiveness Date, you will not be entitled to any further installments of such monthly sign-on payment as from the date of notification of the termination. No installments will be paid during the notice period (if any).

It is expressly agreed that the sign-on payment for the first and second year are granted on an exceptional basis in respect of the first and second year of the present Employment Contract and do not lead to any acquired right in the future.

You acknowledge and agree that any bonus that may be paid by Amazon to you is granted as a donation. It depends on Amazon's goodwill and does not – irrespective of the

frequency, repetition or extent of past bonus payments - give you any acquired right to similar benefits in the future.

## Expenses

- 5.5. You will be reimbursed for any reasonable expenses properly incurred by you while performing your duties on behalf of Amazon, subject to your compliance with the Expenses Policy in Amazon's Policies and Procedures.

## 6. Sickness and Notification of Absence

Details of your entitlement for sick pay and requirements in respect of notification of absence are set out below. Please study them with care.

- 6.1. *Notification of Absence.* If you are absent from work for any reason and your absence has not previously been authorized, please inform your manager, either personally or via third party, immediately and keep him or her informed. If you are absent from work due to sickness or injury you must inform your manager immediately, i.e. on the first day of absence, via notification e-mail to [luxtimeabsent@amazon.lu](mailto:luxtimeabsent@amazon.lu) (or require your manager to send that notification e-mail on your behalf) and submit, in excess of two days of absence from work, a medical certificate certifying your illness. The medical certificate must be received by Amazon no later than the third day of absence. You may at any time be requested by Amazon to visit a medical doctor chosen at Amazon's discretion and at Amazon's expense (*contre-expertise médicale*). Alternatively, Amazon may at any time request a medical doctor to visit you.
- 6.2. *Sick Pay.* Your sick pay will be paid in accordance with the laws of the Grand-Duchy of Luxembourg.

## 7. Holidays

- 7.1. 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.
- 7.2. Your holiday entitlement accrues at the rate of 2.16 days per month from the commencement of your employment of your full-time employment. If your employment starts as or later converts to part-time employment, your holiday accruals will be calculated on a pro-rated basis.
- 7.3. If your employment commences or terminates part way through the holiday year your entitlement to holidays during that year will be assessed on a pro rata basis. If on termination 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.

- 7.4. 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.
- 7.5. All holiday scheduling and organization will be arranged to ensure smooth business operation and manager's approval is required prior to your scheduling or changing any holiday.

## **8. Confidential Information**

- 8.1. Much of your work for Amazon will be highly confidential. Your employment is therefore subject to and conditional upon you signing and returning the Confidentiality, Non-Competition and Invention Assignment Deed ("**Deed**") to Amazon.
- 8.2. Without prejudice to the provisions of the Deed, during the Employment Contract and thereafter, you undertake not to reveal or to communicate or to use or cause to be used, or to disclose or cause to be disclosed, to any person, firm or corporation, except for the benefit of the Company or an entity of the Group, any confidential oral or written information and trade secret concerning the Company's or the Group's business, commercial practice and relationships, internal affairs and in particular the clients, prospects, partners, directors and employees of the Company and of the entities of the Group.

## **9. Loyalty and Exclusivity of Services**

- 9.1. You acknowledge and agree that you will be required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of Amazon at all times.
- 9.2. Without prejudice to the provisions of the Deed, you acknowledge and agree that you may not, without the prior written consent of Amazon, 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 or the Group's interests.
- 9.3. You assert that you are not bound by any agreement, are not subject to any legal commitment and do not infringe any obligation which would reduce or restrain your ability to fulfill the obligations foreseen in this Employment Contract.
- 9.4. Further to the general obligation of loyalty governing this Employment Contract, you acknowledge and agree that you must have at all times a loyal attitude towards Amazon, even in the sphere of your private activities (e.g. social networking).
- 9.5. Without prejudice to the provisions of the Deed, you acknowledge and agree that during the Employment Contract and during the 12 month period following the termination of the Employment Contract, you will not, directly or indirectly, solicit any client of Amazon and/or the Group for your own behalf or for another company

active in the same sector or induce Amazon's or the Group's clients to terminate their contract(s) with Amazon or another entity of the Group.

- 9.6. Without prejudice to the provisions of the Deed, you acknowledge and agree that during the Employment Contract and during the 12 month period following the termination of the Employment Contract, you will not, directly or indirectly, contact or establish a contact with any person who, prior to the termination of your employment, was an employee or agent of Amazon and/or of another entity of the Group, with a view to employing or engaging him/her, or offering employment or engagement to him/her with any business, entity or organization of the same sector.

## **10. Use of Electronic Communications**

- 10.1. Electronic communication (including emails and internet access) shall be primarily used for professional purposes. Amazon may allow reasonable private use, provided that this use (a) does not undermine your efficiency, (b) does not damage Amazon's IT infrastructure or affect the smooth running of the IT system, e.g. by overloading the network, and (c) is compliant with the instructions given by Amazon.
- 10.2. You are informed of the fact that:
- (a) all electronic mail is registered and stored for a determined period through the "back-up" procedure; and
  - (b) in accordance with the applicable law, Amazon can organize periodical controls regarding the use of email and its compliance with internal rules and provisions applicable to Amazon with regard to the use of electronic communications.
- 10.3. Amazon reserves the right to take disciplinary measures, or even to terminate the Employment Contract, if you do not comply with the internal rules and the abovementioned provisions.

## **11. Disciplinary Rules and Procedures**

Amazon expects high standards of conduct and performance from its employees. Details of the disciplinary procedures that will apply if you do not meet these standards are contained in Amazon's Policies and Procedures.

## **12. Problem Resolution Procedure**

If you are unhappy about any aspect of your employment with Amazon, you should first discuss the matter with your supervisor. If you are still unhappy you should pursue the matter through the Problem Resolution procedure (full details of which are contained in Amazon's Policies and Procedures).

### 13. Termination of Employment

13.1. This article 13 of the Employment Contract is without prejudice to the specific statutory rules governing the termination of the Employment Contract during the probationary period.

13.2. After satisfactory completion of your probationary period, Amazon may terminate your Employment Contract by giving notice to you in writing in accordance with clause 13.3.

After satisfactory completion of your probationary period, you may terminate your Employment Contract by giving Amazon notice in writing in accordance with clause 13.3.

13.3. When giving notice of termination of Employment Contract, the following notice periods will apply:

In the case of Amazon giving notice to you:

Seniority of the employee	Notice period of
less than 5 years	2 months
as of 5 and less than 10 years	4 months
10 years or more	6 months

In the case of you giving notice to Amazon:

Seniority of the employee	Notice period of
less than 5 years	1 month
as of 5 and less than 10 years	2 months
10 years or more	3 months

Further, the notice period will start either on the fifteenth day of the month if notice of termination has been given before the fifteenth day of such month, or on the first day of the following month if the notice of termination has been given after the fourteenth day of the month.

13.4. The party which decides to terminate the employment has to notify the termination to the other party by registered mail or ask the other party to sign for acknowledgement of receipt a copy of the notice of termination.

13.5. Amazon reserves the right to terminate your Employment Contract at any time (even during the probationary period), without notice, if it has reasonable grounds to believe you are guilty of gross misconduct, gross negligence or other serious grounds (*motifs graves*) justifying summary dismissal. You acknowledge and agree that the violation of Amazon's Policies and Procedures can constitute a gross

misconduct. The violation of the articles 8 and 9 of this Employment Contract are in any case to be considered as gross misconduct.

- 13.6. On the termination of your Employment Contract for whatever reason you 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 your possession or under your control.

#### **14. Company Equipment**

For the duration of the employment, Amazon might provide you with equipment such as a mobile phone and a laptop. This equipment is provided for your business-related activities. Private use is only granted during the effective fulfillment of your Employment Contract. Amazon reserves the right to withdraw this equipment from you at any time, without compensation, in particular upon termination of the Employment Contract with release from work. You will return this equipment upon Amazon's first demand and without delay.

#### **15. Ability to work in Luxembourg**

- 15.1. This Employment Contract is subject to the condition (*condition résolutoire*) that you are declared fit for work, in accordance with article L.326-1 of the Labor Code. You commit yourself to undergo the hiring medical examination as well as any subsequent medical examination resulting therefrom.
- 15.2. If you are a Non-EU national, the entry into effect of the Employment Contract is subject to the condition (condition suspensive) that you are issued by the Luxembourg Ministry of Foreign Affairs a residence authorization – to be subsequently transformed into a residence permit – and continue to be in possession of the valid necessary authorizations, permits and ID documents to legally reside and work in the Grand Duchy of Luxembourg. The Employment Contract shall automatically be deemed null and void if the above mentioned authorization is not issued at the latest on the Effectiveness Date (the issue of an authorization after this date will thus have no effect). In any case, you undertake to always comply with the applicable immigration rules and to ensure that you are legally residing and working in the Grand Duchy of Luxembourg. You expressly recognise that you are solely responsible of your immigration status and the steps to be taken to legally work and reside in Luxembourg. Non-compliance with the applicable immigration rules can constitute, amongst others, a gross misconduct in the sense of article 13.5 of the Employment Contract.
- 15.3. Copies of all documents relevant to this must be provided to Amazon.
- 15.4. Amazon shall not be liable for providing any financial support related to tax advice you may deem necessary to commence employment in Luxembourg. You shall be solely responsible for any tax impacts caused by your commencement of employment in Luxembourg.



## **16. New Hire Vetting**

- 16.1. It is Amazon's policy to vet all new hires to the Company. Your employment is conditional upon the information contained in your application form and/or curriculum vitae being true and accurate, including (but not limited to) your educational and professional qualifications.
- 16.2. You confirm that any personal and/or professional data given by you when applying for the post is accurate.
- 16.3. You authorize Amazon to conduct such searches with government or enforcement authorities as are necessary to enable it to verify that you do not hold any criminal convictions.

## **17. Other Statutory Particulars**

- 17.1. There are no collective agreements with trade unions that directly or indirectly affect the terms and conditions of your employment.
- 17.2. You will be eligible to participate in and receive benefits under any welfare benefit plans made available by Amazon (including any medical or pension scheme) to the extent generally applicable to other employees of your grade and status within Amazon. All relevant paperwork will be distributed nearer the time.

## **18. Variations**

The terms described in this Employment Contract will be the terms of your employment, and supersede any previous discussions or offers. Any additions or modifications of these terms would have to be in writing and signed by you and an officer of Amazon or of Amazon.com, Inc.

## **19. Final Provisions**

- 19.1. This Employment Contract is governed by Luxembourg law. Any dispute arising out of, or in connection with the Employment Contract shall be submitted to the courts of the city of Luxembourg.
- 19.2. For matters not expressly set forth in the Employment Contract, reference is made to the Luxembourg Labor Code and the legal, statutory and administrative provisions applicable in the Grand Duchy of Luxembourg
- 19.3. You confirm that you have sufficient knowledge of spoken and written English in order to fully understand the provisions of the Employment Contract.
- 19.4. If one or more provisions of the Employment Contract is/are or become(s) totally or partially invalid or unenforceable, the validity of the remaining clauses shall not be

affected. The invalid or unenforceable clauses have to be completed or interpreted in such way that the meaning of the Employment Contract is not changed.

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**AUTHORISATION**

*Evelyn Gonzalez Escalante*

Evelyn Gonzalez Escalante – Senior Manager HR Services  
For and on behalf of Amazon

**ACCEPTANCE**

I acknowledge receipt of a copy of this Statement and accept Amazon's offer of employment on the terms set out in this Employment Contract.

*Melad Bisharat*

Dec 18, 2019

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Melad Bisharat

Date