



August 18, 2020

Sundararajan Rajendiran
Amazon.com

Offer of International Transfer with Amazon EU SARL

Dear Sundararajan:

On behalf of Amazon EU SARL (the "Company"), I am very pleased to offer you an internal transfer to the position Category Specialist, located in Luxembourg, job level 4, reporting to Sean McAllister. This letter clarifies and confirms the new terms of your employment with the Company.

Start Date and Salary

Unless we mutually agree otherwise in writing, you will commence employment in your new position with the Company on August 31, 2020. Your salary will be 58,000 EUR annualized, payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will maintain your current eligibility for a performance assessment and salary adjustment. Ordinarily this process occurs each April.

Supplemental Bonus

If you accept this internal transfer, the Company will pay you a monthly Cash Supplemental Bonus of 844.75 EUR to align your total compensation to the new location. The payment will commence the month after your Start Date and will be earned on a prorated daily basis during the month. The last payment will be made in the final month of the Current Compensation Year, ending on March 2021.

This is subject to your continued employment. If your employment with the Company terminates for any reason before March 2021, you will receive one final prorated monthly installment based on the days you worked in your final month. You will not receive any additional monthly bonus installments after the date of termination. If you internally transfer to a new position, then any future monthly cash payments will be subject to the discretion of the hiring team. The monthly cash payments are payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes.

If your start date ends up falling in March 2021, you will not receive any supplemental bonuses as you have started at the end of the Current Compensation Year.

Current Equity

The terms of your existing equity grants of Amazon.com, Inc. Stock Options and/or Restricted Stock Units will remain unchanged. This transfer will have no impact on your vesting dates.

Off-cycle Restricted Stock Units

In addition, subject to approval by the board of directors of Amazon.com, Inc., you will be granted a special off-cycle restricted stock unit award with respect to 6 shares of Amazon.com, Inc. common stock. Your award will be documented by delivery to you, within the next few months, of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. Please review and accept the award agreement posted to the Amazon Stock portal within 30 days of receipt. The Amazon Stock portal is available on the network at <https://www.amazonstock.com>.

Un-Paid Sign-on bonus

If part of your previously issued sign-on bonus is to be paid to you after your transfer to Luxembourg, the amount of the bonus will be converted and payable in EUR. As of the date of this offer letter, the bonus was converted using the most recent 30-day average exchange rate. The source of the rates is Bloomberg provided by Amazon Treasury department.

Medical, Vacation and Other Benefits

Consistent with the policies and practice of the Company, you will participate in and receive benefits under the local employee benefits plan (including any medical or pension scheme) to the extent generally applicable to other employees of your level.

Depending on local employment law, any accrued vacation and personal time may be paid out by your current company prior to your transfer. Once you relocate, the amount of time off available for you will also be dependent on the local policies and practice of the Company. Your pre transfer hire date will be used for determining your rate of benefit accrual if based on tenure. For additional Benefit information, please review the Benefits information on the Inside Amazon site for your new Company and Country.

Local Contract

On your start date, you will be employed by Amazon EU SARL's terms and conditions of employment. You will be employed via a local employment contract if the local employment laws of your new country require one. Upon acceptance of a local employment agreement signed by you, any current employment agreement with ASSPL - Haryana, if one exists, will be automatically terminated on your Start Date with Amazon EU SARL. As a condition of your transfer to this new position, you may be required to sign a new NDA. Further, you understand no position will be held open for you at your current company.

Relocation Support

For information about your relocation benefits, please review the attached document. In the event of your voluntary resignation, or if you are involuntarily terminated for gross negligence, fraud, theft, unlawful conduct, violation of Company policy, or any other form of misconduct prior to the second anniversary of your Start Date, you will be responsible for reimbursing the Company for any payments made by the Company to you or on your behalf, on a prorated daily basis.

Settling-In Time

As part of your relocation to the new location, you will be entitled to five (5) additional days of personal time off to settle into your new home or attend to other activities, including but not limited to, receiving your household goods, registering at local government offices and opening a bank account. These settling in days off need to be coordinated with your hiring manager. The settling in days off do not need to be reported in the time-off tool nor do they count against any accrued vacation or personal days. The days do not need to be taken consecutively, however, must be used within the first six (6) months of your arrival in the host country. The settling in days off are also not an accrued benefit and not subject to pay out if you or Amazon terminates your employment.

Depending on the country (check with new country's ERC team), if you plan to use any of the five settling in days during your first work week in the new location, you must still come into the new office location on your official start date (Monday preferably) for onboarding purposes such as providing original copies

of your work authorization documents. Failure to do so will result in being placed on unpaid suspension due to work authorization non-compliance.

Immigration

This Offer of International Transfer is subject to and conditional upon you being lawfully authorized to work in Luxembourg. Therefore, before your first day of employment in your new location, you will need to produce confirmation of legal work authorization.

If this offer includes immigration support, we will use our reasonable efforts to procure any required documentation, including visas and/or work permits. Your transfer will not commence until the proper visas and work permit are approved and procured. If your application for a visa and or work permit is denied, this Offer of International Transfer will be null and void. Neither Amazon nor its vendors can guarantee the approval of any visa or work permit as this is subject to and at the direction of the relevant governmental authorities. While Amazon or its vendors may be able to assist you in the work permit and visa process, you will be solely responsible for providing all necessary personal documents as requested by the immigration authorities and HR, and are solely responsible for ensuring that your personal documents, including passports, permits and visas, are valid and up to date.

Taxes

You will be responsible for taxes resulting from your decision to move to another country, including any increase in taxes, and will not seek indemnification from Amazon or any of its subsidiary companies for the tax implications resulting from your decision to move across national borders. This includes the tax implications for company, personal and equity-based income. Amazon.com will withhold estimated taxes due as a result of your decision to exercise stock options or at the time your Restricted Stock Units vest. You will remain completely responsible for your taxes, including tax reporting, in any jurisdiction where taxes are owed, regardless of country. Amazon advises you to speak with your personal tax advisor, along with any third-party tax advice provided to you.

Confidentiality

This letter regarding the terms and nature of your international move is intended to remain confidential in nature. Discussions surrounding the details of your transfer should only be discussed with your manager, HR, and those individuals specifically designated to assist you with your move.

Accepting or Rejecting this Offer of International Transfer

Congratulations on this change in your employment and our Offer of International Transfer. If you wish to transfer on the terms set out in this Offer, please reply with ACCEPT or DECLINE in the body of your response.

If in the event that visa approval or other non-controllable delays (as determined by Amazon in its discretion) result in your internal transfer occurring in Amazon's next compensation year (on or after April 1), your compensation set out in this offer letter may be modified to reflect the adjusted position in that new compensation year in line with Amazon's usual local compensation model and review processes. Any such modification will be confirmed to you in writing.

This offer and all terms of employment stated in this letter will expire ten days from the date of this letter.

The process of your transition will begin only upon signed acceptance of this Offer. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Mustafa
Internal Transfers Team – Amazon.com

ACCEPTANCE

I accept the terms set forth in this letter:



20/08/2020

Signature
Sundararajan Rajendiran

Date

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