

**NONDISCLOSURE AGREEMENT**

When you accept this Nondisclosure Agreement (this "Agreement") by clicking the "I **accept**" button, (i) you agree that the identified entity ("Company") will become bound by the terms of this Agreement for the benefit of Amazon.com, Inc. and its Affiliates ("Amazon"), and (ii) you represent and warrant that you are authorized to bind Company to this Agreement. In consideration of Amazon providing the Company with Confidential Information, the Company agrees as follows:

**1. Confidential Information.** "Confidential Information" means any and all information furnished or made available by or on behalf of, or at the request of, Amazon or their agents to the Company or its Personnel (as defined below), regardless of the manner in which it is furnished, whether furnished prior to, on or after the date hereof, including, without limitation, any and all materials and other information concerning Amazon, including, but not limited to, any data, assessments, forecasts, business plans, reports, studies, trade secrets or business methods or business processes and any other technical, technological, commercial, financial, real estate, construction, design, legal and organizational information, together with all notes, analyses, compilations, studies, forecasts, interpretations or other documents or information prepared by the Company or its Personnel to the extent they contain, reflect or are based upon any of the aforementioned information. Confidential Information shall also include, without limitation: (i) the fact that discussions are taking place with Amazon, including the status thereof; (ii) any of the proposed or agreed terms, conditions or other facts as to any current or future proposed transactions with Amazon; and (iii) the fact that Confidential Information has been made available to the Company or any of its Personnel. "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with that entity. "Personnel" means any directors, officers, employees, contractors, agents, legal, accounting, financial, real estate, other advisers, and Affiliates of the Company (collectively, "Personnel").

**2. Exclusions.** Confidential Information excludes any information that (i) is or becomes publicly available without breach of this Agreement (provided, however, information that is rumored or reported does not become public based only on such rumors or reports), (ii) is or has previously been disclosed to the Company on a non-confidential basis by a third party; provided that such third party, after reasonable inquiry, is not known by the Company to be bound by a duty of confidentiality owed to Amazon, or (iii) is independently developed by the Company without use of any Confidential Information and without breaching this Agreement.

**3. Use and Disclosure of Confidential Information.** The Company will use Confidential Information only as authorized by Amazon. Except as provided in this Agreement, the Company

will not disclose Confidential Information without Amazon's prior written consent. The Company will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. The Company is only authorized to share Confidential Information with its Personnel that (i) have a need to know Confidential Information, (ii) are informed of the confidential nature of the Confidential Information, and (iii) who owe the Company a statutory, contractual, legal or professional duty of confidentiality with respect to the Confidential Information that is consistent with this Agreement. The Company shall (i) be responsible for ensuring the compliance by its Personnel with the provisions of this Agreement and (ii) shall be liable to Amazon for any breach of this Agreement by any of its Personnel.

**4. Disclosures to Governmental Entities.** Notwithstanding any provision of this Agreement to the contrary, if the Company or any its Personnel is required by legal process to disclose any Confidential Information, the Company shall, to the extent legally permitted, provide Amazon with prompt written notice, prior to disclosure, of any such request or requirement so that Amazon may seek a protective order or other appropriate remedy. If, as a result of any such request or requirement, the Company, or any of its Personnel, is required to disclose Confidential Information, then such Confidential Information may be disclosed without liability hereunder. An opinion of counsel is sufficient, but not necessary, to establish that such disclosure is required. The Company shall only disclose that portion of the Confidential Information which is legally required to be disclosed, and exercise all reasonable efforts to obtain a protective order, agreement, or other reasonable assurances that any Confidential Information so disclosed shall be afforded confidential treatment by its recipient.

**5. Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of Amazon. Amazon's disclosure of Confidential Information will not constitute an express or implied grant to Company of any rights to or under Amazon's patents, copyrights, trade secrets, trademarks or other intellectual property rights. Company will not use any trade name, trademark, logo or any other proprietary rights of Amazon in any manner without prior written authorization of such use by a Vice President of Amazon.

**6. Notice of Unauthorized Use.** Company will notify Amazon immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other violation of this Agreement. Company will cooperate with Amazon to help Amazon regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

**7. Return of Confidential Information.** Promptly following Amazon's written request (email being sufficient), the Company and its Personnel will (i) return or destroy all Confidential Information, and all copies, extracts or other reproductions, in whole or in part, of the Confidential Information except to the extent the Company or its Personnel are required to retain any Confidential Information by applicable law, regulation, or in connection with internal retention policies and procedures for legal, compliance, or regulatory purposes, and (ii) confirm promptly in writing (email being sufficient) to Amazon that the Company and its Personnel have returned or destroyed all such Confidential Information. Notwithstanding the return or destruction of the Confidential Information, the Company and its Personnel shall continue to be bound by the obligations of confidentiality and other obligations hereunder.

**8. Injunctive Relief.** Company acknowledges that disclosure of Confidential Information or a violation of the Company's obligations under this Agreement will cause irreparable harm to Amazon for which monetary damages will be an inadequate remedy and may be difficult to ascertain. Company agrees that Amazon will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

**9. Miscellaneous.**

**9.1** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes all prior communications and agreements between the parties with respect thereto. This Agreement may be

amended, modified, or waived only with the mutual written consent of the parties hereto and may be terminated only by express reference to this Agreement. This Agreement will not be assignable by Company without Amazon's prior written consent. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

**9.2** If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

**9.3** This Agreement will be governed by internal laws of the State of Washington, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts located in King County, Washington, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts.

**9.4** All notices hereunder will be given in writing, will refer to this Agreement and will be sent by electronic mail). Notice to the Company must be delivered to the email address of the Company representative that was sent this Agreement by Amazon. Notices to Amazon must be delivered to: [naops-propmgmt@amazon.com](mailto:naops-propmgmt@amazon.com); [OpsRELegalnotice@amazon.com](mailto:OpsRELegalnotice@amazon.com); [na-realestate@amazon.com](mailto:na-realestate@amazon.com); [naops-rent@amazon.com](mailto:naops-rent@amazon.com); and [us-physicalstores-legal-notice@amazon.com](mailto:us-physicalstores-legal-notice@amazon.com).