



Non-Amazon.com Identification Request

INSTRUCTIONS: Amazon.com Requester is responsible to insure that related Amazon.com Policies, Procedures, and Program have been reviewed with applicant and the applicant has a clear understanding of expectations and compliance. Forward completed request to Manager of Loss Prevention for approval.

Last Name:	First Name:
Date of Birth:	Last 4 SSN:
Company Name:	Relationship: <input type="checkbox"/> Vendor <input type="checkbox"/> Independent Contractor <input type="checkbox"/> Consultant <input type="checkbox"/> Other _____
Company Address:	Company Telephone:
Supervisor Name:	Supervisor Telephone:
Emergency Contact Name:	Emergency Contact Telephone:

INITIAL	Applicant to read and initial
	I have signed Amazon.com Non-Disclosure Agreement
	I have received and read the Amazon.com Contractor Safety Program
	I have received and read the Amazon.com Contractor Loss Prevention Program
	I understand that each time I enter and exit a Fulfillment center that I am subject to Search, including person or any container that I am attempting to enter or exit with.
	I understand that an identification badge issued by Amazon.com is property of Amazon.com and must be surrendered immediately upon request. Failure to return identification badge may result in a \$10.00 fee being charged to employer.
	I understand that I must wear Amazon.com identification in such a manner that my picture and name are clearly visible on your torso at all times while within an Amazon.com Facility.
	I understand that failure to arrive at Amazon.com without Amazon.com identification Badge may result in denial of access. A replacement Identification Badge may be requested and issued for the replacement cost of \$10.00.

Justification / Reason for Request

Print Full Name of Applicant	Signature of Applicant	Personal Email:	Date:
Print Full Name of Amazon.com Requester	Signature of Amazon.com Requester		Date:
Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature Manager of Loss Prevention		Date:
Entered By:			Date:

SUPPLIER NONDISCLOSURE AGREEMENT

SUPPLIER: COMPLETE ALL INFORMATION BELOW AND FAX BOTH PAGES TO (206) 266-1440.

COMPANY NAME: _____ (“Supplier”)

By (signature): _____ Address: _____

Printed Name: _____

Title: _____ Fax No.: _____

Date Signed: _____ Email Address: _____

Your Amazon Contact: _____

This Nondisclosure Agreement (this “Agreement”) is entered into by Supplier for the benefit of Amazon.com, Inc. and each of its affiliates (“Amazon”). In connection with Supplier’s provision of products or services to Amazon, Supplier may receive information relating to Amazon’s operations and businesses. Amazon and Supplier would like to protect the confidentiality of, maintain Amazon’s rights in, and prevent the unauthorized use and disclosure of, such information. Accordingly, Amazon and Supplier agree as follows:

1. Confidential Information. As used in this Agreement, “Confidential Information” means all nonpublic information relating to Amazon or disclosed by Amazon to the above-referenced company, its affiliates or the agents of any of the foregoing (collectively, “Supplier”) that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) all nonpublic information relating to Amazon’s technology, customers, business plans, promotional and marketing activities, finances and other business affairs, and (ii) all third-party information that Amazon is obligated to keep confidential. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports and computer programs, or may be in the nature of unwritten knowledge.

2. Exclusions. Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to Supplier at the time of its receipt from Amazon, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by Supplier without reference to any Confidential Information.

3. Use of Confidential Information. Supplier may use Confidential Information only in pursuance of its business relationship with Amazon. Except as expressly provided in this Agreement, Supplier will not disclose Confidential Information to any person or entity without Amazon’s prior written consent. Supplier 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. Supplier will segregate Confidential Information from the confidential materials of third parties to prevent commingling. Supplier will not export any Confidential Information in any manner contrary to the export regulations of the United States.

4. Supplier Personnel. Supplier will restrict the possession, knowledge and use of any Confidential Information to each of its employees and subcontractors who (i) has a need to know the specific Confidential Information in connection with the purposes set forth in Section 3. Supplier will ensure that its employees and subcontractors comply with this Agreement and their respective nondisclosure agreements.

5. Disclosures to Governmental Entities. Supplier may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that Supplier (i) gives Amazon prior written notice sufficient to allow Amazon to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity, and (iii) and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

6. Ownership of Confidential Information. All Confidential Information will remain the exclusive property of Amazon. Disclosure of Confidential Information under this Agreement by Amazon will not constitute an express or implied grant to Supplier of any rights to or under Amazon’s patents, copyrights, trade

secrets, trademarks or other intellectual property rights. Supplier will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Amazon or any of its affiliates in any manner (including but not limited to as a client in any press release, advertisement or other promotional material) without prior written authorization of such use by a Vice President of Amazon or its applicable affiliate.

7. **Notice of Unauthorized Use.** Supplier will notify Amazon immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Supplier will cooperate with Amazon in every reasonable way to help Amazon regain possession of such Confidential Information and prevent its further unauthorized use.

8. **Return of Confidential Information.** Supplier will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following Amazon's written request. At Amazon's option, Supplier will provide written certification of its compliance with this Section.

9. **Injunctive Relief.** Supplier acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to Amazon for which monetary damages may be difficult to ascertain or an inadequate remedy. Supplier therefore 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.

10. **Scope; Termination.** This Agreement is intended to cover Confidential Information received by Supplier both prior and subsequent to the date hereof. This Agreement, once signed by Supplier, is effective as of the date Confidential Information is first received and will continue for a period of three (3) years, after which it automatically renews unless either party terminates this Agreement by providing at least 90 days prior written notice to the other party.

11. **Miscellaneous.**

11.1 This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent contractor and not as an agent of the other party for any purpose, and neither will have the authority to bind the other.

11.2 This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the parties. Each party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and

duties to the other party, whether express, implied, in fact or in law. 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.

11.3 Any failure by Amazon to enforce Supplier's strict performance of any provision of this Agreement will not constitute a waiver of Amazon's right to subsequently enforce such provision or any other provision of this Agreement.

11.4 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. Supplier's obligations with respect to Confidential Information will survive for five (5) years following the termination of this Agreement.

11.5 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 Superior Court of King County, Washington, or the Federal District Court for the Western District of Washington. This Agreement may be executed by facsimile.

11.6 All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered or sent by overnight courier, receipted facsimile transmission or registered or certified mail (return receipt requested). Notices to Supplier will be delivered to the address set forth below its signature at the beginning of this Agreement. Notices to Amazon will be delivered Attn. General Counsel at the following addresses: 1200 - 12th Avenue South, Suite 1200, Seattle, WA 98144-2734 (if by Courier); or P. O. Box 81226, Seattle, WA 98108-1226 (if by Mail); Fax No. 206/266.7010. Any party may from time to time change such address by giving the other party notice of such change in accordance with this Section 11.6.

SIGN AND COMPLETE THE INFORMATION ON TOP OF PAGE ONE AND FAX ENTIRE DOCUMENT TO (206) 266-1440.