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SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

AMAZON.COM, INC.,

Plaintiff,

v.

BRIAN HALL,

Defendant.

No.

COMPLAINT FOR
DECLARATORY, INJUNCTIVE,
AND OTHER RELIEF

Amazon.com, Inc. (“Amazon”) files this Complaint against Brian Hall (“Hall” or “Defendant”), alleging as follows:

I. INTRODUCTION

1. This is a noncompete case. Until recently, Hall was the Vice President of Product Marketing for Amazon’s cloud computing business, Amazon Web Services (or AWS for short). His job was to determine what, when, why, how, where, and to whom Amazon will launch its future cloud products.¹ As a result, he helped develop and knows the entire confidential Amazon cloud product roadmap for 2020-21. Virtually every day, Hall worked with Amazon’s most senior cloud executives to create and execute those plans. As a result, he was entrusted with an unusually broad view into Amazon’s cloud product plans; its priorities; and its competitive strategy.

¹ Amazon uses the term “product” to refer to its cloud products, services, and feature enhancements.

1 e) Hall further acknowledged “the geographic areas applicable to certain
2 restrictions” are “extremely broad and in many cases worldwide.” Hall agreed
3 that the restrictions “are reasonable in scope, area, and duration, and will not
4 result in any undue hardship for Employee.” ¶ 4.4; and

5 f) Injunctive relief is appropriate to enforce the agreement and prevent irreparable
6 harm. ¶ 7.4.

7 12. Hall’s employment with Amazon began on July 2, 2018.

8 13. Hall worked in Amazon’s cloud business.

9 14. Cloud businesses provide a niche set of products. They offer customers the
10 ability to rent access to computer power and storage beyond what they could traditionally
11 access on their own local computers or networks. The computing power and storage is based in
12 data centers throughout the world which are accessed through the internet.

13 15. Customer needs for cloud products vary and cloud businesses constantly
14 innovate new products to address customer needs. Some products require massive investments
15 and take years to develop, launch, and refine with additional features.

16 16. Companies such as Amazon and Google have global cloud businesses.

17 17. AWS is Amazon’s cloud products business. It offers a wide variety of products
18 including providing customers with computing power, data storage, databases, analytics,
19 developer and management tools, machine learning services, and security services. Customers
20 pay to use AWS to, among other things: access computing services; easily and inexpensively
21 store digital information; develop, access, and run applications and software; and create and
22 search databases.

23 18. Google Cloud Platform is Google’s cloud products business. GCP competes
24 with AWS. GCP’s website maps AWS’ cloud computing products to GCP products in an
25 attempt to explain to customers which GCP product offers similar functionality to an AWS
26 product. *See* <https://cloud.google.com/free/docs/map-aws-google-cloud-platform> and
27 <https://cloud.google.com/docs/compare/aws/>

1 19. Hall’s work at Amazon required a deep and nuanced technical and strategic
2 understanding of Amazon’s current and future cloud products.

3 20. At Amazon, product development follows a concept known as “working
4 backwards.” Amazon starts its development process with a draft press release addressing
5 customer needs, the competitive landscape, and pricing, among others. The press release is
6 created as a collaboration between Amazon’s marketing and product teams. Throughout
7 product development this collaborative process continues, and Amazon determines customer
8 needs; the products it will develop to meet those needs; the investment in each product; the
9 messaging to customers about each product; product pricing; and the timing and go-to-market
10 plan for launching each product. As Amazon’s Vice President of Product Marketing for Cloud,
11 Hall was responsible for the marketing team’s deep involvement in developing and
12 implementing these plans.

13 21. As leader of product marketing for Amazon’s cloud business, Hall had
14 remarkably broad exposure to and involvement in Amazon’s cloud business plans. He
15 routinely met with AWS’ most senior executives to develop Amazon’s plans and strategies. He
16 directly supervised marketing teams that paired with Amazon cloud product teams and
17 verticals—including teams focused on customer research, competitive analysis, enterprise
18 strategy, machine learning services, gaming technology, open source technologies, startups,
19 and industry focused marketing teams.

20 22. Hall helped develop and knows the entire confidential Amazon cloud product
21 roadmap for 2020-21 including the nature of the products; the customers to whom the products
22 are or will be targeted; the messaging to customers regarding the products; competitive
23 positioning; Amazon’s investment in the products; pricing; and proposed launch dates.

24 23. In addition to Hall’s detailed knowledge of highly sensitive product information,
25 he directed Amazon’s marketing plans for Amazon’s 2020-2021 roadmap, including go-to-
26 market plans and brand strategy.

1 24. The highly confidential Amazon information Hall possesses is not limited to
2 product development and marketing plans. Hall also possesses confidential information
3 regarding Amazon’s customer relationships, sales targets, and revenue, including the identities
4 of Amazon’s most important customers and partners, revenue segments, and Amazon’s cloud
5 business expansion plans and target customers.

6 25. In short, Hall knows—and participated in formulating much of—the roadmap
7 and competitive strategies for Amazon’s cloud computing products through 2021, and he was
8 instrumental in selling that vision to Amazon’s actual and prospective customers.

9 26. Hall cannot market Google’s competing cloud products without necessarily
10 providing Google an unfair competitive advantage through use or disclosure of confidential
11 product development and marketing-plan information.

12 27. Amazon’s confidential information and trade secrets are the result of substantial
13 long-term investments of money and resources. Amazon takes extensive steps to preserve
14 confidentiality, including through the use of Agreements.

15 28. After Hall’s resignation from Amazon, Amazon discovered that Hall intended to
16 join Google as Vice President of Product Marketing, Cloud. Amazon informed counsel for
17 Google that Hall’s proposed position would violate his Agreement. Amazon contacted Google
18 to discuss any steps Google planned to take to ensure Hall would not compete unfairly with
19 Amazon. Google refused to place Hall in a non-competitive role or a role in which his
20 knowledge and use of confidential AWS information and trade secrets would not inevitably be
21 used to allow Google to compete unfairly.

22 29. The Google job description for Hall’s role describes the overview of his role as
23 follows:

24 As Vice President of Product Marketing, you will report into the Chief Marketing
25 Officer for Google Cloud and work across all of Google Cloud’s product areas,
26 including Google Cloud Platform and G Suite. You will work closely with sales,
27 product management, industry solutions and be responsible for developing positioning,
 messaging, and content across all channels (e.g. web, events, campaigns). You will

1 work cross-functionally to implement both horizontal and vertical go to market
2 strategies for all of our solutions. You will be passionate about taking the complex and
making it simple.

3 30. Google's job description indicates Mr. Hall's responsibilities will include,
4 among other things, doing the following:

- 5 • Drive the overall product marketing vision and execution by partnering
6 closely with the product management, outbound product management,
7 engineering, and sales teams to create a comprehensive marketing
8 strategy.
- 9 • Messaging: Lead branding, positioning, messaging, and narrative for
10 Cloud horizontal and industry solutions.
- 11 • Work with the product management and sales teams to develop
12 marketing positioning that matches with the different types of buyers
13 of our cloud products and solutions (e.g., CIOs, business buyers,
14 developers).
- 15 • Content: Build thought leadership, content & tools for marketing
16 campaigns and web.
- 17 • Develop the product innovations "story" for key industry moments
18 Cloud Next, Cloud Summits, Major Partner Summits, etc.
- 19 • Develop deep relationships and trust with influential Industry Analyst
20 firms (e.g., Gartner, Forrester) to provide strategic input on
21 commercialization (e.g. pricing and packaging) across core products
22 and solutions.
- 23 • Develop & share insights: Aggregate feedback from industry events &
24 research.

25 31. Hall's Google responsibilities directly overlap with his previous Amazon
26 responsibilities. He will not be able to perform the Google role without using or disclosing
27 Amazon's confidential information.

30 32. Hall cannot be successful in his new role at Google without developing methods
31 to compete with Amazon's current and future cloud products and related product marketing
32 strategies.

33 33. Hall's conduct has violated and will violate his Agreement and has caused or
34 will cause irreparable harm to Amazon, including by allowing Google to unfairly compete with
35 Amazon.

1 **VI. SECOND CAUSE OF ACTION**

2 **Declaratory Judgment Act**

3 44. Amazon incorporates herein all allegations in the preceding paragraphs of this
4 Complaint.

5 45. RCW 7.24.020 provides that “A person interested under a ... written contract ...
6 or whose rights, status or other legal relations are affected by a ... contract ... may have
7 determined any question of construction ... arising under the ... contract ... and obtain a
8 declaration of rights, status or other legal relations thereunder.”

9 46. RCW 7.24.030 provides that “[a] contract may be construed either before or
10 after there has been a breach thereof.”

11 47. Amazon seeks a declaration from this Court that the rights and duties of the
12 Parties, as set forth in the Agreement, prevent Hall from working at Google as Vice President
13 Product Marketing, Cloud for a period of 18 months after April 14, 2020 and that the
14 Agreement remains in full force and effect according to its terms until and unless the Parties’
15 underlying dispute is resolved in settlement or the Agreement expires by its terms.

16 **VII. PRAYER FOR RELIEF**

17 Amazon respectfully prays for the following relief:

18 A. Entry of a temporary restraining order and preliminary injunction, followed by a
19 permanent injunction that:

20 (i) Enjoins Hall from disclosing, misusing, or misappropriating for his use
21 or the use of others any confidential or proprietary information or trade secrets of Amazon or
22 its subsidiaries;

23 (ii) Requires Hall to return to Amazon’s counsel all property, documents,
24 files, reports, work product, and/or other materials, that Hall has in his possession, custody, or
25 control that were obtained from Amazon or that constitute work product owned by Amazon or
26 any of its subsidiaries;

1 (iii) Enjoins Hall, for a period of 18 months after April 14, 2020, from all
2 actions in violation of, or that would interfere with, Amazon's rights under the Agreement,
3 including but not limited to enjoining Hall from engaging in any activities that directly or
4 indirectly support any aspect of Google's cloud product marketing operations, and that such
5 period be extended or equitably tolled to the extent warranted by the fact of the case;

6 (iv) Enjoins Hall, for a period of 18 months after April 14, 2020, from
7 directly or indirectly accepting or soliciting business from any current or prospective customer
8 of Amazon with whom he worked or about whom he had any confidential information as of the
9 date of his termination, and that such period be extended or equitably tolled to the extent
10 warranted by the fact of the case; and

11 (v) Enjoins Hall, for a period of 12 months after April 14, 2020, from
12 soliciting or hiring persons employed by Amazon, and that such period be extended or
13 equitably tolled to the extent warranted by the fact of the case;

14 B. For judgment against Hall for damages, including damages for his unjust
15 enrichment, in an amount to be proven at trial;

16 C. Pre-judgment and post-judgment interest; and

17 D. Such further relief as the Court deems just and equitable.

18
19 DATED this 18th day of May, 2020.

20 Davis Wright Tremaine LLP
Attorneys for Plaintiff Amazon.com, Inc.

21 By s/ Brad Fisher
22 Brad Fisher, WSBA #19895

23 By s/ Robert Maguire
24 Robert Maguire, WSBA #29909

25 By s/ Zana Bugaighis
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EXHIBIT A

AMAZON.COM, INC.

CONFIDENTIALITY, NONCOMPETITION, AND INVENTION ASSIGNMENT AGREEMENT

This Confidentiality, Noncompetition, and Invention Assignment Agreement ("**Agreement**") is made by and between Amazon.com, Inc., a Delaware corporation, and Brian Hall ("**Employee**").

RECITALS

- A. Employee enters into this Agreement in connection with Employee's acceptance of employment with Amazon.com, Inc. or its subsidiary or affiliate, and any future employment with Amazon.com, Inc. or another of its subsidiaries or affiliates (depending on the circumstances, each an "**Employer**");
- B. As used in this Agreement, "**Amazon**" means Amazon.com, Inc. and any entity that controls, is controlled by, or is under common control with Amazon.com, Inc., including without limitation its subsidiaries and affiliates;
- C. Employee's acceptance of this Agreement is an express condition of Employee's employment with Employer, and is made by Employee in consideration of such employment, including the compensation, benefits and confidential information provided now and in the future to Employee by Employer, which Employee acknowledges are of significant benefit to Employee; and
- D. Employee's continued employment with Employer is expressly conditioned on Employee's good faith agreement to comply with this Agreement.

AGREEMENTS

In consideration of the above Recitals, which are incorporated herein, the promises and covenants below, and other valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

- 1. **TERM.** This Agreement, including Sections 3, 4, and 5, contains obligations that apply during Employee's employment and for specified periods after the date Employee's employment ends ("**Separation Date**"), regardless of the reason for separation or whether it was voluntary or involuntary.
- 2. **ATTENTION AND EFFORT.** During employment, Employee will devote Employee's entire productive time, ability, attention, and effort to furthering Amazon's best interests and will not (without Amazon's prior written consent) carry on any separate professional or other gainful employment, including self-employment and contract work.
- 3. **CONFIDENTIAL INFORMATION.**

3.1 Confidentiality and Confidential Information. Employee will obtain, receive, or gain access to Confidential Information (as defined below) in connection with Employee's work for Amazon. During employment and at all times thereafter, Employee will hold all Confidential Information in strictest confidence and will not acquire, use, publish, disclose, or communicate any Confidential Information except as required in connection with Employee's work without the prior written approval of an authorized officer of Amazon. For purposes of this Agreement, "**Confidential Information**" means proprietary or confidential information of Amazon in whatever form, tangible or intangible, whether or not marked or otherwise designated as confidential, that is not otherwise generally known to the public, relating or pertaining to Amazon's business, projects, products, customers, suppliers, inventions, or trade secrets, including but not limited to: business and financial information; Amazon techniques, technology, practices, operations, and methods of conducting business; information technology systems and operations; algorithms, software, and other computer code; published and unpublished know-how, whether patented or unpatented; information concerning the identities of Amazon's business partners and clients or potential business partners and clients, including names, addresses, and contact information; customer information, including prices paid, buying history and habits, needs, and

the methods of fulfilling those needs; supplier names, addresses, and pricing; and Amazon pricing policies, marketing strategies, research projects or developments, products, legal affairs, and future plans relating to any aspect of Amazon's present or anticipated businesses. "Confidential Information" does not include the terms and conditions of Employee's own employment.

3.2 Prevention of Unauthorized Release of Confidential Information. Employee will take reasonable measures to prevent unauthorized persons or entities from obtaining, receiving, or gaining access to any Confidential Information in Employee's possession or control.

Nothing prohibits Employee from reporting an event that he or she reasonably believes is a legal violation to a law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), or from cooperating in an agency investigation. Employee acknowledges that he or she has received notice under the 2016 Defend Trade Secrets Act. First, that he or she will not be held criminally or civilly liable under Federal or State trade secret law for disclosing a trade secret either in confidence to a Federal, State, or Local government official or to an attorney for the purpose of reporting or investigating a suspected legal violation, or under seal in a lawsuit or other court proceeding. And, second, that an individual who pursues a lawsuit for unlawful retaliation against his or her employer for reporting a suspected legal violation may disclose the trade secret to his or her attorney and use the trade secret information in the court proceeding, provided any document containing the trade secret is filed under seal and is not disclosed unless permitted by court order.

3.3 Confidential Information of Third Parties. Employee will preserve as confidential any information that Employee learns or obtains from a third party or relating to a third party (such as a client, customer, affiliate, partner, or vendor) that is not readily available to the public or that Amazon is obligated to treat as confidential, and Employee will treat such information as Confidential Information.

3.4 Return of Confidential Documents. On the Separation Date, or at any time otherwise requested by Amazon, Employee will immediately return all Confidential Information and other things belonging to Amazon, including tools, equipment, devices, or other property, and all documents, records, notebooks, and tangible articles containing or embodying any Confidential Information, including any copies (whether stored in paper, electronic, magnetic, or other form) then in Employee's possession or control, whether prepared by Employee or others.

4. RESTRICTIVE COVENANTS.

4.1 Non-Competition. During employment and for 18 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant), engage in or support the development, manufacture, marketing, or sale of any product or service that competes or is intended to compete with any product or service sold, offered, or otherwise provided by Amazon (or intended to be sold, offered, or otherwise provided by Amazon in the future) that Employee worked on or supported, or about which Employee obtained or received Confidential Information.

4.2 Non-Solicitation. During employment and for 18 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) accept or solicit business from any Customer of any product or service that Employee worked on or supported, or about which Employee obtained or received Confidential Information; or (b) encourage any Customer or Business Partner to cease doing business with Amazon or to terminate or limit an existing relationship or arrangement with Amazon. For purposes of this Agreement, "**Customer**" means any individual or entity that was a customer or client of Amazon during Employee's employment, or with which Amazon engaged in discussions before the Separation Date related to the possibility that such party might become a customer or client of Amazon, and "**Business Partner**" means any individual or entity with which, before the Separation Date, Amazon was involved in any business arrangement or engaged in discussions regarding the possibility of entering into such an arrangement.

4.3 Non-Interference. During employment and for 12 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) solicit or otherwise encourage any employee, contractor, or consultant of Amazon ("**Amazon Personnel**") to terminate any employment or

contractual relationship with Amazon; (b) disclose information to any other individual or entity about Amazon Personnel that could be used to solicit or otherwise encourage Amazon Personnel to form new business relationships with that or another individual or entity; or (c) otherwise interfere with the performance by current or former Amazon Personnel of their obligations or responsibilities to Amazon. Nothing in this Section 4.3 restricts Employee from exercising rights protected under the National Labor Relations Act.

4.4 Reasonableness of Restrictions. Employee recognizes that the restrictions in this Section 4 may significantly limit Employee's future flexibility in many ways. For example, the restriction in Section 4.1 will bar Employee, for 18 months after the Separation Date, from accepting certain competitive opportunities. Employee further recognizes that the geographic areas for many of Amazon's products and services – and, by extension, the geographic areas applicable to certain restrictions in this Section 4 – are extremely broad and in many cases worldwide. Employee agrees and acknowledges that the restrictions in this Section 4 are reasonable in scope, area, and duration, and will not result in any undue hardship for Employee.

5. INTELLECTUAL PROPERTY.

5.1 Copyrights. All copyrightable works prepared by Employee within the scope of employment are works made for hire. Employer will own all rights under copyright in and to such works, and Employer will be considered the author of such works. If and to the extent that any such works are deemed not to constitute a work made for hire, and with respect to any other works that Employee prepares during working hours or using Amazon resources, Employee hereby irrevocably assigns to Employer all right, title, and interest in and to such work. To the extent any of Employee's rights in such works, including any moral rights, are not capable of assignment under applicable law, Employee hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law.

5.2 Inventions. Employee will make prompt and full written disclosure to Employer, and hereby irrevocably assigns exclusively to Employer, all of Employee's rights, title, and interest in and to any and all inventions, discoveries, designs, developments, concepts, techniques, procedures, algorithms, products, improvements, business plans, and trade secrets (collectively, "**Inventions**") that Employee solely or jointly may conceive, develop, reduce to practice, or otherwise produce during Employee's employment.

5.3 NOTICE Regarding Inventions. Any provision in this Agreement requiring Employee to assign rights in Inventions does not and will not apply to any Invention for which no equipment, supplies, facilities, or trade secret information of Employer was used and that was developed entirely on Employee's own time, unless (a) the Invention relates (i) directly to the business of Employer, or (ii) to Employer's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by Employee for Employer. This **NOTICE Regarding Inventions** will be interpreted in a manner that complies with applicable state law.

5.4 Prior Inventions. As to any Invention in which Employee has an interest at any time, if Employee uses or incorporates such an Invention in any released or unreleased Amazon product, service, program, process, development, or work in progress, or if Employee permits Amazon so to use or incorporate such an Invention, or if such an Invention pertains to Amazon business, Employee irrevocably grants (to the extent Employee has authority to do so) a perpetual, royalty-free, fully paid up, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, import, use, and sell that Invention without restriction and the right to sublicense those rights to others (with the right to grant further sublicenses). This license will be exclusive, subject only to any preexisting non-exclusive licenses or other pre-existing rights not subject to Employee's control.

5.5 Assistance. Employee will execute all documents and take all other actions reasonably requested by Amazon in order to carry out and confirm the assignments contemplated by this Agreement, including without limitation applications for patents, registered designs, certificates of authorship, and other instruments or intellectual property protections appropriate to protect and enforce intellectual property rights throughout the world. If Employee fails to execute, acknowledge, verify, or deliver any such document reasonably requested by Amazon, Employee irrevocably appoints Amazon and its authorized officers and agents as Employee's agent and attorney-in-fact to act in Employee's place to

execute, acknowledge, verify, and deliver any such document on Employee's behalf. Employee's obligations under this Section 5.5 apply during employment and at all times thereafter.

6. DISCLOSURE OF RESTRICTIONS. Employee will disclose and provide a true and correct copy of this Agreement to any prospective new employer, business partner, or investor BEFORE accepting employment or engaging in any business venture. Employee authorizes Amazon to provide a copy of this Agreement to any new or prospective employer, business partner, or investor of Employee.

7. GENERAL PROVISIONS.

7.1 Third Party Beneficiaries. All Amazon entities, including without limitation Employer, are intended third party beneficiaries of Employee's covenants and promises in this Agreement, and have enforceable rights and remedies under this Agreement.

7.2 Waiver. No waiver of any right or obligation under this Agreement will be valid unless in writing and signed by an authorized officer of Amazon. No waiver by Amazon of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Amazon of any right or obligation under this Agreement will be construed as a waiver of any other right or obligation. Amazon will not be required to give prior notice to enforce strict adherence to all terms of this Agreement.

7.3 Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Washington, excluding its choice of law provisions. Each party irrevocably consents to exclusive jurisdiction and venue in the state and federal courts located in King County, Washington with respect to any action, claim, or proceeding arising out of or in connection with this Agreement, with the exception of requests for temporary or preliminary injunctive relief, which may be sought in any appropriate court with jurisdiction, but only if such relief could not be issued and made immediately binding against the party sought to be enjoined by the state and federal courts located in King County, Washington.

7.4 Remedies. Any breach of this Agreement may cause Amazon irreparable harm for which there is no adequate remedy at law. As a result, Amazon will be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining Employee from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief under this Agreement will not be considered a waiver of any right to assert any other remedy Amazon may have at law or in equity. Nothing in this Agreement will limit the remedies available to Amazon. The restrictions in this Agreement are independent of any other provision of this Agreement and will be enforceable whether or not Employee may have or purport to have any claim against Amazon.

7.5 Modification of Restrictions; Severability. Should a court of competent jurisdiction find that any provision of this Agreement, or compliance by any of the parties with any provision of this Agreement, is unlawful or unenforceable, such provision will be treated as narrowed to the extent required to make it lawful and enforceable. If such modification is not possible, the unlawful or unenforceable provision will be severed from the Agreement and the remaining provisions will remain in full force and effect to the maximum extent consistent with applicable law. If Employee breaches any post-employment obligations to Amazon set forth in Section 4 of this Agreement, the applicable duration of such obligation will be extended by a period of no less than the duration of the breaching conduct. This Agreement should be interpreted in a way that provides the maximum protection to Amazon's Confidential Information and other business interests, and should not be interpreted against any party as its drafter.

7.6 Survival of Covenants. The covenants and promises contained in Sections 3 through 7 of this Agreement will survive after the Separation Date.

7.7 Assignment. This Agreement will bind and inure to the benefit of Employee and Amazon, and their respective heirs, legal representatives, and permitted successors and assigns. The covenants and promises of Employee under this Agreement are unique and personal. Accordingly, Employee may not assign any of Employee's rights or duties under this Agreement. Amazon.com, Inc. may assign this Agreement, without notice to Employee. Employee consents to such assignment and agrees and acknowledges that all terms and conditions of this Agreement will remain in effect after any such assignment.

7.8 Entire Agreement. This Agreement contains the entire understanding between Employee and Amazon with respect to the subject matter of this Agreement, and there are no representations, warranties, promises, or undertakings other than those contained in this Agreement. No modification of or amendment to this Agreement (except by a court under Section 7.5) will be effective unless in writing and signed by both Employee and an authorized officer of Amazon.

7.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be treated as an original, but all of which taken together will be treated as one and the same instrument.

8. EMPLOYEE REPRESENTATIONS REGARDING EXISTING OBLIGATIONS. Employee represents and certifies as follows: (a) Employee is not in possession or control of any document or other tangible thing that in any way constitutes confidential, proprietary, or trade secret information of any third party (including any former employer); (b) Employee is not subject to a non-competition agreement that precludes Employee's work for Amazon; (c) Employee has identified all confidentiality, proprietary information, non-solicitation, or similar agreements or obligations Employee has with any third party, and Employee will not violate any such agreements or obligations in the course of Employee's work for Amazon; and (d) Employee will not use or disclose any tangible or intangible information that constitutes a trade secret of any third party (including any former employer) in the course of Employee's employment, except pursuant to written authorization to do so (e.g., a technology license between Amazon and the third party).

9. EMPLOYEE HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; RIGHT TO SEPARATE COUNSEL. Employee acknowledges with execution of this Agreement that: (a) Employee has carefully read all of this Agreement's terms and agrees they are necessary for the reasonable protection of the business of Employer and Amazon; (b) Employer has been induced to employ Employee by Employee's representation that Employee will abide by and be bound by each of the covenants and restraints in this Agreement; and (c) each and every covenant and restraint in this Agreement is reasonable. Employee acknowledges that Employee has been advised by Amazon that Employee is entitled to have this Agreement reviewed by counsel of Employee's choice, and has either done so or elected to forgo such right.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to Employee, the parties execute this Agreement.

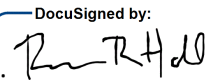
AMAZON.COM, INC.

Signature: 

Name: Beth Galetti

Title: Vice President, Human Resources

EMPLOYEE

DocuSigned by:

Signature: 4D489E0DDC5B49C...

Name: Brian Hall

Date: 6/15/2018