

AMAZON PROPEL TERMS AND CONDITIONS

The following terms and conditions apply to the Amazon Global Selling Propel Accelerator Program ("**Program**") made available by Amazon Seller Services Private Limited ("**Amazon**"). Please read the following terms and conditions ("**T&Cs**") carefully before applying for and participating in the Program.

1. **Applying to participate in the Program.** To be eligible to participate in the Program, the applicant must fulfill Amazon's criteria including the following:
 - (i) should be a start-up operating in India primarily in the consumer segment;
 - (ii) the start-up should be the sole owner of the brand of the products sold / distributed by it/him;
 - (iii) complete the application form for the Program and submit the required documents;
 - (iv) be the owner, or official representative, of the start-up in connection with which you will be applying for the Program;
 - (v) willingness to participate in the 6 week (approx.) mentoring program, networking sessions, etc. hosted under the Program.

2. **Selection for the Program.** The applicants will be evaluated by Amazon based on the following criteria:
 - (i) unit metrics in the Indian market;
 - (ii) positive customer feedback from the launch market and target audience;
 - (iii) scalability of the supply chain to support business expansion and demand;
 - (iv) unique proposition of the relevant product(s); and
 - (v) submission of complete application form and required documents before the identified date.

Participation in the Program is limited, irrespective of the number of applications received. A total of 10 applicants will be selected to participate in the Program. Amazon reserves the right in its absolute discretion to decline to accept an application for participation in the Program for any reason whatsoever, including failure to fulfill the aforesaid criteria.

3. **Participating in the Program.**
 - (i) By participating in the Program, you represent and warrant that:
 - you have all requisite right, power, and authority to participate in the Program, provide representations / information and perform your obligations as identified hereunder;
 - you are not relying on any representation, guarantee, or statement other than as expressly set forth in these T&Cs, if any;
 - you are able to form a legally binding contract and if you are a legal entity then the individual accepting these T&Cs on your behalf represents that they have all necessary legal authority to bind you to these T&Cs;
 - all information, including on application form, provided to Amazon are accurate, current, and complete; and
 - you and your financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

 - (ii) In order to satisfactorily participate and complete the Program, you agree to:

- participate in all the Program activities, including educative webinars/workshops, in accordance with the identified schedule during the duration of the Program, i.e. February 15, 2021 till March 31, 2021 ("**Term**");
 - act in a professional manner in your interactions and dealings within or related to the Program;
 - provide feedback, in the required format, at the end the Term;
 - provide information about fundraising and business development for up to 3 years after the expiry of the Term; and
 - treat all information and advices obtained / learned (including of other participants) during the Program as confidential.
- (iii) Participation in the Program is purely voluntarily. No payment or exchange of products or services is to be made or received by either party.
- (iv) Amazon reserves the right in its absolute discretion to suspend or terminate any participant's involvement in the Program, and to determine whether a participant has satisfactorily completed the Program.

4. **Confidentiality.**

- (i) If you participate in the Program, you agree that any information (whether written or oral) exchanged between or disclosed by either party (i.e., Amazon or you) to the other, including but not limited to information pertaining to the business of either party, information and advices obtained / learned (including of other participants) during the Term, and any disputes under the Program (if any) will be confidential information of the disclosing party and the receiving party will not disclose the same to any third party without taking the prior written approval of the disclosing party to which it belongs.
- (ii) This Section will not apply to information which (a) at the time of the disclosure is or already was in the possession of the receiving party or is in public domain as evidenced by written documents; (b) which after the disclosure became generally available to the public through no fault of the receiving party; (c) which was subsequently disclosed to the receiving party by a third party having a lawful right to disclose the information and being under no obligation of confidentiality with regard to the disclosing party; or (d) which is required to be disclosed to comply with applicable laws or governmental regulations or an order of a competent court, provided that the receiving party provides prior written notice of such disclosure to the disclosing party and takes reasonable lawful actions to minimize the extent of disclosure.
- (iii) The disclosing party acknowledges that the receiving party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the aforesaid information required to be treated confidential under this Section 4. Accordingly, nothing in these T&Cs will be construed as a representation or agreement that the receiving party will not develop or have developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in such confidential information, provided that the receiving party does not violate any of its obligations under this Section in connection with such development. Additionally, either party shall be free to use the residuals resulting from access to or work with the other party's confidential information for any purpose; however, the receiving party will not disclose the confidential information except as permitted pursuant to the terms of this Section. The term "residuals" means information in intangible form, retained in the memory of persons employed or retained by the receiving party who have had received or access to the confidential information, including ideas, concepts, know-how or techniques contained therein. The receiving party shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any

work resulting from the use of residuals; provided, however, that this Section shall not be deemed to grant to the receiving party a license under any copyright or patent of the disclosing party.

- (iv) Notwithstanding the above, you agree and understand that Amazon, its agents and/or its affiliates will not be responsible or liable for any of your confidential information under this Section disclosed by you to persons other than Amazon, including to mentors and/or other participants during the mentoring program, networking sessions, etc. under the Program.

5. Publicity Release.

- (i) By participating in the Program, you give Amazon and/or its affiliates permission to use your name, business name, likeness, image, voice, and / or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made in relation to the Program. You agree that Amazon and / or its affiliates have the right to publish the aforesaid materials for any communication, promotions or events. You agree that Amazon and / or its affiliates has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the internet. You acknowledge that you will not receive any compensation, etc. for the use of such pictures, etc., and hereby release Amazon and/or its affiliates and its agents and assigns from any and all claims which arise out of or are in any way connected with such use. You give your consent to Amazon and / or its affiliates and its agents and assigns to use your name and likeness to promote the Program and any promotions, events to follow.
- (ii) License. By participating in the Program, you hereby grant Amazon and its affiliates a royalty-free and non-exclusive right to use and display your business's and/or brand's trademarks and/or logos for the purposes of marketing or promoting the Program through any medium or channel, including on www.amazon.in.

In relation to your business's and/or brand's trademarks and/or logos, you acknowledge that use of such trademarks and/or logos by Amazon or any of its affiliate will not infringe any third party intellectual property rights. You agree to defend, indemnify and hold harmless Amazon and its affiliates from and against any claims, demands, actions, costs, losses, damages, judgments, penalties, interest and expenses (including attorneys' fees) arising out of or relating, directly or indirectly, breach of your representation and warranties, including this Section.

6. Program changes. This Program is made available on best-effort basis. Amazon reserves the right to exercise its discretion to change any or all of the T&Cs and / or suspend further participation in the Program for any participant that do not comply with the T&Cs, without any liability whatsoever.

7. Disclaimer. Any assistance, information or advices provided to you under this Program are in good faith and on best effort basis, and there is no assurance as to its accuracy, completeness or usefulness or that such assistance, information or advice is error-free. Amazon, its agents, its affiliates and/or third party mentors hereby disclaims any and all liability and assume no responsibility whatsoever for the accuracy of any assistance, information or advice given, or for any actions taken by you (or by your business, undertaking or employees) as a result of such assistance or advice.

Any suggestion(s) provided in connection with your participation in the Program are purely recommendatory in nature and are only intended to help you enhance / accelerate your business. Amazon and/or its affiliates disclaim any responsibility or guarantee for the efficacy of these suggestions for your business. You may decide either to accept or reject these suggestions in your

sole discretion. You are advised to take independent financial, legal or other appropriate professional (if relevant) before acting on any information, suggestion, advice or guidance given under this Program.

Any copying, redistribution or republication of the information provided in connection with your participation in the Program, or the content thereof by you, without prior written consent of Amazon is strictly prohibited.

8. **Limitation of Liability & Release.** You acknowledge and agree that as far as the law permits, Amazon and its affiliates accepts no liability in respect to any claim, cause of action or loss or damage arising out of, or in relation to, your participation in the Program. You agree that you release Amazon and its affiliates from any claim or liability arising out of, or in relation to the Program, except to the extent such claim or liability is arising out of Amazon's gross negligence or willful misconduct.

Amazon and its affiliates make no representation or warranty of any kind, express, implied, statutory or otherwise in relation to this Program (including, without limitation with respect to provision of all benefits identified in connection with the Program). Except to the extent prohibited by law, Amazon and its affiliates disclaim any and all warranties including any implied warranty of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement and any warranty arising out of any course or dealing or participation in the Program. You hereby release Amazon and its affiliates from liability of any kind relating to the mentioned above.

9. **Privacy Notice.** Any information collected in connection with the Program is subject to the Amazon.in Privacy Notice. By applying to participate in the Program, you are accepting and consenting to the practices described in the [Amazon Privacy Notice](#).
10. **Governing Law & Jurisdiction.** Amazon and you both consent that any dispute with Amazon or its affiliates or claim relating in any way to your participating in the Program or these T&Cs will be governed by Indian laws and adjudicated in the courts at Bangalore, and you consent to exclusive jurisdiction in those courts.