

Nondisclosure Agreement for Study Participants

Thank you for agreeing to participate in the Amazon Flex Driver Community (the “Community”). During the course of your participation in the Community, you may receive information relating to Amazon.com, Inc. and its affiliates (“Amazon” and “Amazon Flex”) that is not known to the general public (“Confidential Information”). Confidential Information may include, among other things, all information concerning the services, products, and/or features being studied. It is extremely important that all Confidential Information is protected from unauthorized use and disclosure.

You agree that: (i) all Confidential Information will remain Amazon’s exclusive property; (ii) you will use Confidential Information only during your participation in the Study; (iii) you will not retain any materials containing Confidential Information; (iv) you will not disclose Confidential Information to any individual, company or other third party and; (v) you will notify Amazon promptly if you know or have concern that there has been any unauthorized use or disclosure of Confidential Information.

You understand and agree that all comments, suggestions, notes, feedback and other information that you provide to Amazon during or as a result of the Community will become Amazon’s sole property, without additional consideration. Amazon will be entitled to use such information for any purpose. In addition, Amazon may video or audio record individual or group discussions with Community participants for internal business use and you understand that by participating in the Community you consent to any such recording.

You further understand that Amazon is relying upon your promise to comply strictly with this Agreement and that the Confidential Information constitutes valuable trade secrets of Amazon. Any violation of this Agreement may cause substantial and irreparable harm to Amazon. Accordingly, this Agreement will be specifically enforceable by Amazon. If a court determines that a provision of this Agreement is invalid, that provision’s invalidity will not affect the validity of any other provisions of this Agreement. This Agreement will be construed in accordance with the laws of the State of Washington without regard to conflict of laws provisions, and will be effective until the Confidential Information is made public by Amazon. Amazon’s failure to strictly enforce any provision of this Agreement will not prevent Amazon from subsequently enforcing that provision or any other provision of this Agreement.

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