

Case COMP/AT.40462 and Case COMP/AT.40703 - Amazon

Commitments to the European Commission

In accordance with Article 9 of Regulation 1/2003, Amazon offers the following voluntary commitments (the “**Commitments**”).

Nothing in these Commitments may be construed as implying that Amazon agrees with any preliminary views expressed by the Commission in Cases COMP/AT.40462 and COMP/AT.40703, including any preliminary views on dominance or infringements.

Consistent with Article 9 of Regulation 1/2003, these Commitments are given on the understanding that the Commission will confirm that there are no grounds for further action and will close the proceedings opened on 17 July 2019 under Case COMP/AT.40462, and 10 November 2020 under Case COMP/AT.40703.

These Commitments are intended to fully address the Commission’s preliminary concerns in both cases by applying non-discriminatory conditions and criteria that do not provide undue advantage to Amazon’s first-party offers in the Amazon Store vis-à-vis competing Seller offers.

With respect to Case COMP/AT.40462, the Commitments are intended to ensure that Amazon’s first-party retail activities refrain from using non-publicly available data generated or provided by Sellers, in the context of their use of Amazon’s marketplace services, irrespective of the device, when making decisions in competition with those Sellers in the Amazon Store. With respect to Case COMP/AT.40703, the Commitments are intended to ensure that the conditions and criteria that Amazon uses for the purposes of the selection and display of the Offers in the Offer Display, and the selection of Merchants and Offers eligible to Prime and to the Prime label in the Amazon Stores, do not, by reason of discriminatory treatment, lead to a competitive disadvantage for Sellers, whether using Amazon’s fulfilment services or their own. This includes competitive disadvantages for Sellers as a result of the application of unequal carrier-related conditions and criteria. The Commitments also include provisions on the display of multiple Offers in the Offer Display.

These Commitments are without prejudice to Amazon’s position should the Commission or any other party conduct proceedings or commence other legal action against Amazon in a matter covered by these Commitments.

I. DEFINITIONS

“Amazon Fulfilment Network” or “AFN” means Amazon’s own logistics network, where Amazon is responsible for the fulfillment of orders (storing, packing, shipping and handling returns, refunds, and customer complaints).

“Amazon” means the entities operating the Amazon Stores, including Amazon.com, Inc., Amazon Europe Core SARL, Amazon Services Europe SARL, and Amazon EU SARL, and its successors and assigns, its connected undertakings, subsidiaries, divisions, and groups.

“Amazon Retail” means Amazon’s activity of offering and selling products within the Amazon Stores where Amazon is the seller of record.

“Amazon Retail Employees” means Amazon employees that actively participate in making decisions for Retail Operations in competition with Sellers. Amazon Retail Employees include Category Leads, Vendor Managers, Brand Specialists, Vendor Recruitment teams, and In-Stock managers, including future equivalent roles.

“Amazon Retail Systems” means any systems, algorithms, or tools that make automated decisions for Retail Operations in competition with Sellers.

“Amazon Stores” means all of Amazon’s existing and future online stores in the territory of the EEA where both Amazon and Sellers offer products for sale to consumers, currently available at www.amazon.de, www.amazon.fr, www.amazon.es, www.amazon.it, www.amazon.nl, www.amazon.se, www.amazon.pl, and www.amazon.com.be.

“Ancillary Services” are services offered by Amazon to Sellers together with or in support of the marketplace services, including payment and fulfilment services when directly related to the Sellers’ marketplace activities.

“ASIN” means Amazon Standard Identification Number, an alphanumeric code used to identify products in the Amazon catalogue.

“Category of products, service, or feature” means an identifiable group of products (e.g., heavy & bulky products), a service providing a distinct experience to customers (e.g., grocery shopping experience, delivery type), a specific feature of or location in the Store (e.g., a Sellers’ storefront), or similar.

“Commission” means the European Commission.

“EEA” means those countries participating in the European Economic Area as of the date of the Effective Date of these Commitments and at any time thereafter during the term of these Commitments.

“Effective Date” means the date upon which Amazon receives formal notification of a Commitment Decision by which the Commission makes the Commitments binding on Amazon.

“Experiment” means the action or process of trying out for a limited period of time new methods and new approaches prior to release of that change to production.

“Featured Merchant Algorithm” or “FMA” means the automated decision-making system (independent of its name or title) applied to Amazon Retail and Seller Offers that qualify for potential Featured Offer

inclusion and used to determine which Offer(s) will be displayed as the Featured Offer and Second Displayed Offer in the Offer Display.

“Featured Merchant Eligibility” or “FME” means the automated decision-making system (independent of its name or title) that determines whether a Seller qualifies for potential selection as the Featured Offer.

“Featured Offer” means the Offer that the FMA selects to feature and display as the first Offer in the Offer Display (formerly “Buy Box”) on the product detail page.

“FBA” means the Fulfilled by Amazon service that provides Sellers with the option to rely on the AFN for storage, packing, delivery, returns, refunds, and customer support.

“Filters” means the automated decision-making systems ingested by the FMA that determine whether an Offer qualifies for potential selection as the Featured Offer, including but not limited to the Select Competitor-Featured Offer Disqualification, Atypical Pricing-Featured Offer Disqualification, and equivalents or successors.

“General Ledger Category” or “GL” means Amazon’s product classification that groups products in categories for each of the Amazon Stores, as set out in Annex 1 to these Commitments. The Monitoring Trustee shall be informed within 14 calendar days of any addition or removal of a general ledger from the list of general ledgers set out in Annex 1.

“Genuine Sellers” for the purposes of the definition of “Non-public” data, means Sellers not suspended, active for at least 90 days since launch on an Amazon Store, and with a Professional Seller Account used for the purpose of making Offers in the Amazon Store, that have sold at least 40 items in the past calendar month in a General Ledger Category for which they will receive data. Amazon may, in agreement with the Commission, amend the definition of Genuine Sellers as necessary to address misuse of Seller Data.

“Glance Views” means the number of visits to a product detail page where an Offer is presented to the customer.

“GMS” means Gross Merchandise Sales, a measure of sales value in the Amazon Store.

“Implementation Period” means a period of six months from the Effective Date.

“Merchant” means Amazon Retail or any Seller.

“Merchant Fulfilment Network” or “MFN” means the network of fulfilment solutions providers that Sellers use outside of the AFN to fulfil orders themselves.

“Non-public” means data not made available to Sellers by Amazon or otherwise available through published sources (including the Amazon Stores). Seller Data is considered public if it is, as an exception to Amazon’s obligations under the commitment set out in Paragraph 1 and in compliance with EU

competition rules, made available as part of Amazon’s provision of marketplace services to Genuine Sellers in an equivalent manner to the Seller Data that Amazon Retail uses (*e.g.*, in an equivalent level of aggregation), free of charge, and in a format that can be immediately and effectively accessed and used by the Genuine Sellers – or by third-party service providers processing such data at the request of and on behalf of a specific Genuine Seller – for the legitimate purpose of making Offers in the Amazon Store or offers in the Genuine Seller’s own online retail shop(s). The Monitoring Trustee shall be informed within 14 calendar days of Amazon’s decision to make such Seller Data available to Genuine Sellers, including the types of data, the level of aggregation of the shared data, and the modalities of data sharing.

“Offer” means an offer for a product available for purchase from a Seller or Amazon Retail within an Amazon Store and shipped to customers through traditional carrier and logistics services.

“Offer Display” means the part of the Amazon Store standard product detail page that includes the Featured and the Second Displayed Offers. The Offer Display was previously known as the “Buy Box”.

“OPS” means Order Product Sales, a measure of sales value in the Amazon Store.

“Retail Operations in competition with Sellers” means the following decisions and decisional processes (whether automated or manual), related to the sale of goods to customers, where Amazon is the seller of record:

1. Retail Operations decisions to identify and add Amazon Retail Offers;
2. Retail Operations decisions to identify Vendors and negotiate purchase prices and terms;
3. Retail Operations decisions to start and stop purchasing ASINs;
4. Retail Operations decisions to stock, predict, and plan inventories of ASINs (not including Amazon’s inventory movement decisions within the Amazon Fulfilment Network); or
5. Retail Operations decisions to set the prices of ASINs.

For the avoidance of doubt, nothing in these Commitments shall prohibit the use of Seller Data to continue operating the Amazon Store and improving the Amazon Store’s overall performance and sales, including the operation and features of the Amazon Store (*e.g.*, product search, marketing, preventing fraud and abuse, running Amazon’s fulfilment services (except as covered in Paragraph 24), and customer support services); monitoring the performance of the Amazon Store as a whole using data aggregated at the level of General Ledger Category or above; assisting brands in managing their activities across the Amazon Store; and assessing activity in the Amazon Store to inform actions to improve the Amazon Store’s overall performance and sales, as long as none of these decisional processes disadvantage Sellers as compared to Amazon Retail.

“Second Displayed Offer” means the Offer that the FMA selects to feature and display within the Offer Display, in addition to the Featured Offer, in line with the commitments set out in Paragraphs 7 to 10.

“Seller” means third-party sellers admitted to sell approved products for purchase within at least one of the Amazon Stores using Amazon’s marketplace services.

“Seller Data” means data provided by Sellers or derived through Sellers’ use of Amazon’s marketplace services and Ancillary Services relating to Sellers’ Offers and transactions in the Amazon Store, namely data relating to prices, costs, suppliers, shipments, sales, OPS, GMS, or any other sales value or revenue metric, product availabilities, inventories, performance (such as cancellation rates, refunds, activated guarantees, or any other types of concessions), delivery times and related performance, or data relating to consumers’ views on Sellers’ Offers (Glance Views).

Seller Data includes aggregated, individual, anonymized, and personal data, whether in raw form or processed. For the avoidance of doubt, Seller Data does not include any data generated from a customer’s interaction with the Amazon Store that is not derived from a Seller Offer or commercial transaction with a Seller.

“Specific Material Programs” means those programs that achieve a Glance View percentage in the Amazon Stores of 1%, as measured on an annual basis.

“Vendors” means suppliers from whom Amazon purchases products for resale in the Amazon Store.

II. COMMITMENTS

Restriction on use of non-public Seller Data for Retail Operations in competition with Sellers

1. As of the end of the Implementation Period, in offering goods for sale in the Amazon Store, Amazon Retail Systems and Amazon Retail Employees will not use any non-public Seller Data (including when combined with non-Seller data) for the purposes of Retail Operations in competition with Sellers.
2. As of the end of the Implementation Period, Amazon shall, in agreement with the Commission, implement policies and regular and proportionate internal access auditing and monitoring through technical and/or manual mechanisms, designed to ensure compliance with the commitment under Paragraph 1.

Application of objectively verifiable, non-discriminatory conditions and criteria in determining the Featured Offer

3. As of the end of the Implementation Period, if a Featured Offer is displayed, Amazon will apply objectively verifiable, non-discriminatory conditions and criteria for the purposes of determining which Offer, whether from Amazon Retail or Sellers (including Sellers using FBA), will be displayed as the Featured Offer. These conditions and criteria will include any parameters and weightings such that the conditions and criteria can and will be applied equally to both Amazon Retail and Sellers. These conditions and criteria will include, but will not be limited to, those applied by existing selection mechanisms such as FME and FMA, including the Filters. These conditions and criteria will apply independently of the Seller’s choice of carrier(s). If the process for selecting the Featured Offer does not apply or applies differently to a specific Category of products, service, or feature, or program, such processes will apply equally to eligible Offers from all Sellers and Amazon Retail.

4. Notwithstanding Paragraph 3, with respect to the FME, Amazon may use factors that are objectively justified in order to protect consumers from the risk of Seller fraud and abuse when deciding whether a Seller qualifies for participation in the Featured Offer. Such factors will not apply to Amazon Retail. The Monitoring Trustee shall be informed of the full list of these fraud and abuse factors before the end of the Implementation Period, and any changes shall be notified to the Monitoring Trustee in line with Paragraph 41.
5. As of the end of the Implementation Period, Amazon will not use Prime-eligibility and Prime labelling as relevant criteria for the selection of the Featured Offer.
6. At the latest two months after the Effective Date, Amazon will inform Sellers in an adequate and sufficiently prominent and durable manner that it will use non-discriminatory conditions and criteria for the selection of the Featured Offer, and will not use Prime-eligibility or Prime labelling as relevant criteria.

The display of a second Offer in the Offer Display

7. As of the end of the Implementation Period, in addition to Amazon's commitment that Sellers will have access to the Featured Offer on objectively verifiable, non-discriminatory conditions and criteria under Paragraph 3 above, Amazon commits to display at least one other Offer – in addition to the Featured Offer – within the Offer Display, when there is one Offer that (1) qualifies for selection as the Featured Offer under Paragraph 3, (2) is from a different Merchant than the Featured Offer, and (3) is sufficiently differentiated from the Featured Offer (the "**Second Displayed Offer**"). The Second Displayed Offer will be determined from the results of the same ranking conditions and criteria as referred to in Paragraph 3. An Offer is considered as sufficiently differentiated from the Featured Offer if it represents a difference of at least 2%, in the landed price (*i.e.*, product price and shipping costs) as compared to the landed price of the Featured Offer, for each day of difference in delivery speed, but not less than a total difference of 25 euro cents. An Offer is also considered sufficiently differentiated from the Featured Offer if its landed price is at least 10% (but not less than a total of 25 euro cents) lower, independent of the level of differentiation in delivery speed. Amazon and/or the Commission may seek amendments to the differentiation criteria and/or thresholds in accordance with Paragraph 11 below.
8. In these circumstances, whether the Featured Offer is a Seller Offer or Amazon Retail Offer (as determined based on the conditions and criteria under Paragraph 3), Amazon commits to displaying the Featured Offer and at least the Second Displayed Offer within the Offer Display. These Offers will display on an equal basis the same descriptive information (*e.g.*, the seller, price (including shipping costs), delivery speed) enabling customers to compare the characteristics of the Featured Offer and the Second Displayed Offer. Seller Offers and Amazon Retail Offers will operate at complete parity with respect to purchasing: both will compete equally and whichever is ranked highest as the Featured Offer will be displayed with any actions the customer may take (*e.g.*, Buy Now (for Offers for which Buy Now is an option), Add to Cart). Customer selection of the Second Displayed Offer will identically present that Offer with any actions the customer may take (*e.g.*, Buy Now (for Offers for which Buy Now is an option), Add to Cart) while removing those

purchasing actions from the Featured Offer. Amazon will also continue to display on the same page as the Featured Offer, a link to all other competing Offers, currently known as the All Offer Display. At launch, the presentation of the two Offers will be substantially similar to the presentation attached to these Commitments under Annex 2. Within the framework of that presentation and these Commitments, Amazon may continue to innovate in the design of such presentation to feature the best offers for consumers in the two Offers in an equivalent manner. No earlier than five years from the end of the Implementation Period, if the Amazon Stores' product detail page design changes materially, the Second Displayed Offer may be modified to adapt to that new design, provided it remains consistent with the principles set out in Paragraphs 7 to 10.

9. The Featured Offer and the Second Displayed Offer displays will operate in the same manner independently of whether a Seller or an Amazon Retail Offer is included and provide customers with the same capabilities. Sellers and Amazon Retail will have access to both the Featured Offer and to the Second Displayed Offer on equal terms.
10. The obligations in Paragraphs 7 to 9 do not apply to ASINs when they are displayed in the context of specific programs (the existing Specific Material Programs are Prime wardrobe (aka, Try Before You Buy), Subscribe and Save, and Used) when there is a secondary Offer already available from such specific program. For the avoidance of doubt, Amazon retains the ability to show no Featured Offer if none of the available Offers are qualifying Offers. Amazon shall notify the Monitoring Trustee of any future Specific Material Programs. Amazon shall provide the Monitoring Trustee with the relative size of all Specific Material Programs on an annual basis.
11. Two months, thirteen months, and five years after the end of the Implementation Period, Amazon will report on the impact of the implementation of the commitments as set out in Paragraphs 7 to 10 on units sold for affected ASINs (including both Seller and Amazon Retail Offers) across the Amazon Stores, and on the frequency of display of and consumer interaction with the Second Displayed Offer in the Offer Display in relation to ASINs that had at least two Offers qualified for selection as the Featured Offer across the Amazon Stores. If at any point in time Amazon observes the commitments as set out in Paragraphs 7 to 10 result in a material decrease in sold units for affected ASINs (including both Seller and Amazon Retail Offers) compared to sales of affected ASINs without the commitments set out in Paragraphs 7 to 10 above, or if the Commission has a good faith belief that the commitments as set out in Paragraphs 7 to 10 do not show a material increase in the frequency of the display of or the consumer interaction with the Second Displayed Offer per below, Amazon will prepare an additional report on the impact of the implementation of the commitments set out in Paragraphs 7 to 10 as described above.
 - (a) If these reports, based on the relevant Experiments, show a material decrease in sold units for affected ASINs (including both Seller and Amazon Retail Offers) across the Amazon Stores compared to sales of affected ASINs without the commitments set out in Paragraphs 7 to 10, Amazon may seek amendments to the implementation requirements set out in Paragraphs 7 to 10 above, to preserve the Amazon Store's value for both Sellers and consumers. The Commission shall not unreasonably withhold its consent to such amendments.

- (b) If these reports, based on the relevant Experiments, do not show a material increase in the frequency of the display of or the consumer interaction with the Second Displayed Offer in the Offer Display in relation to ASINs that had at least two Offers qualified for selection as the Featured Offer across the Amazon Stores compared to frequency of display of and customer interaction with the Second Displayed Offer in relation to ASINs that had at least two Offers qualified for selection as the Featured Offer without the commitments set out in Paragraphs 7 to 10, the Commission may seek amendments to the implementation requirements set out in Paragraphs 7 to 10 above. Amazon shall not unreasonably withhold its consent to such amendments. Provided Amazon complies with the requirements of Paragraphs 7 to 10 above, Amazon shall not be required to accept amendments if Experiments show these would result in a material decrease in sold units on affected ASINs overall (including both Seller and Amazon Retail Offers) across the Amazon Stores.
- 12. Amazon will furthermore report upon the Commission's request, from one month after the end of the Implementation Period, about the results of all Experiments on the implementation of the commitments set out in Paragraphs 7 to 10, run during the Implementation Period or in the twelve months following the end of the Implementation Period.
- 13. In the case of amendments to the implementation of the commitments set out under Paragraphs 7 to 10, the Commission may request further reporting on the frequency of display of and the consumer interaction with the Second Displayed Offer in the Offer Display in relation to ASINs that had at least two Offers qualified for selection as the Featured Offer across the Amazon Stores to evaluate the effectiveness of those amendments.

Application of objectively verifiable, non-discriminatory conditions and criteria to determine Prime-eligibility and display of the Prime label

- 14. As of the end of the Implementation Period, Amazon will ensure that Amazon Retail and all Sellers (whether using FBA or MFN) in the Amazon Stores that have (i) demonstrated the ability to and (ii) consistently meet objectively verifiable, non-discriminatory conditions and criteria will be able to qualify their Offers for Prime-eligibility (regardless of whether Amazon applies Merchant-level or Offer-level conditions and criteria). Amazon will use objectively comparable metrics and methodology for both Amazon Retail and all Sellers to establish that they consistently meet these conditions and criteria to qualify their Offers for Prime-eligibility. These conditions and criteria will be independent of the choice of carrier(s). For Merchants or Offers that are Prime-eligible, Amazon will apply objectively verifiable, non-discriminatory conditions and criteria for their Offers' Prime label qualification, applicable across Amazon Retail and all Sellers (whether using FBA or MFN).
- 15. Such Prime qualification will provide all Merchants access to special deals available for Prime-eligible Offers in the Amazon Stores on objectively verifiable, non-discriminatory terms. Notwithstanding the above, Amazon may use factors that are objectively justified in order to protect consumers from the risk of Seller fraud and abuse when deciding whether a Seller qualifies for running a Prime deal in the Amazon Stores. Such factors will not apply to Amazon Retail. The

Monitoring Trustee shall be informed of the full list of these fraud and abuse factors before the end of the Implementation Period, and any changes shall be notified to the Monitoring Trustee in line with Paragraph 41.

16. Amazon may modify on a periodic basis and/or set exceptions to the application of the Prime-eligibility and Prime labelling conditions and criteria in Paragraph 14, including to accommodate disruptions, peak shopping periods, and evolutions of customer preferences, provided such modifications and exceptions apply equally to AFN (including Amazon Retail and Sellers using FBA) and Sellers using MFN. Amazon will provide reasonable notice to Sellers of such changes, prior to implementation. Should notice not be possible or reasonable (such as in the case of *force majeure*), Amazon should inform Sellers and the Monitoring Trustee without undue delay.
17. As of the end of the Implementation Period, Amazon Retail, Sellers using FBA, and Sellers using MFN will be subject to objectively comparable monitoring processes to verify their compliance with the above criteria, and any enforcement processes resulting in a suspension of Prime-eligibility will also apply equally to AFN (including Amazon Retail and Sellers using FBA) and Sellers using MFN, should they fail to meet the requisite standards.
18. At the latest two months after the Effective Date, Amazon will inform Sellers, in an adequate and sufficiently prominent and durable manner through Amazon's marketplace services mechanisms or equivalents, of the commitments made in relation to the conditions and criteria for Prime-eligibility and Prime labelling of their Offers, as established by Amazon in line with Paragraphs 14 to 17. As of the end of the Implementation Period, Amazon will make available to Sellers, in an adequate and sufficiently prominent and durable manner, the applicable conditions and criteria.

Sellers' freedom to choose and negotiate carrier terms when using MFN

19. As of the end of the Implementation Period, Amazon will ensure that Sellers using MFN seeking Prime-eligibility and Prime labelling for their Offers according to Paragraphs 14 to 18 will be free to choose carriers and negotiate rates and commercial terms and conditions directly with that carrier.
20. Amazon may require Sellers using MFN and seeking Prime-eligibility and Prime labelling for their Offers according to Paragraphs 14 to 18 (and their chosen carriers) to provide information necessary to ensure the Seller is fulfilling the criteria for Prime-eligibility and Prime labelling, including by requiring that carriers connect with Amazon's systems in a manner that allows Amazon to obtain information necessary for tracking and monitoring performance against the non-discriminatory conditions and criteria as established by Amazon in line with Paragraphs 14 to 18. At the latest two months before the end of the Implementation Period, Amazon shall prepare a list of information it deems necessary for this purpose and submit it to the Monitoring Trustee. The Monitoring Trustee shall verify that the information sought is proportionate. Amazon will update the Monitoring Trustee on an ongoing basis regarding any changes in that list in line with Paragraph 41.

21. Sellers shall be able to outsource to third-party carriers and warehousing service providers all acts necessary to fulfil the carrier-related conditions and criteria for Prime-eligibility and Prime labelling of their Offers, as established by Amazon in line with Paragraphs 14 to 18.
22. At the latest two months after the Effective Date, Amazon will inform Sellers, in an adequate and sufficiently prominent and durable manner through Amazon's marketplace service mechanisms applicable for the Amazon Stores that, with effect from the end of the Implementation Period, Sellers seeking Prime-eligibility and Prime labelling for their Offers under conditions to be established by Amazon in line with Paragraphs 14 to 18 are free to choose carriers and negotiate rates and commercial terms and conditions directly with that carrier, in line with Paragraphs 19 to 21.
23. Upon request, Amazon will make available to carriers the means to directly contact customers (including through email) in order for the carriers to provide independent fulfilment services for the Prime-eligible Offers under Paragraph 14, subject to the relevant data protection standards ensuring the privacy and security of any customer information.

Protection of information relating to the relationship with Sellers using MFN and their carriers

24. As of the end of the Implementation Period, Amazon will ensure that information about the terms or performance of carriers used by Sellers using MFN under Paragraphs 19 to 22 will not be used for running AFN operations, including in relation to managing the relationship with AFN carriers. This will apply to any information provided or otherwise obtained through Amazon's information mechanisms in Paragraph 20, including volumes, reliability, speed metrics, cargo profile, and end-consumer information.

III. SCOPE AND DURATION

25. These Commitments apply to all Amazon Stores, with the exception of the commitments referred to under Paragraphs 3 to 24 which do not apply to Amazon's Italian Store (www.amazon.it). These Commitments comprise the entire extent of Amazon's Commitments to the Commission with respect to Case COMP/AT. 40462 and Case COMP/AT.40703. These Commitments shall apply for a period of seven years from the end of the Implementation Period, except for the commitments in Paragraphs 1 to 6, which shall apply for a period of five years from the end of the Implementation Period.

IV. NON-CIRCUMVENTION

26. Amazon shall not circumvent or attempt to circumvent these Commitments either directly or indirectly by any act or omission.

V. COMPLAINT MECHANISM

27. Sellers and carriers suspecting non-compliance with these Commitments may submit a written complaint to the Monitoring Trustee, setting out the relevant facts and attaching the relevant

supporting evidence and documentation. Before the end of the Implementation Period, Amazon, together with the Monitoring Trustee, will make available in an adequate and sufficiently prominent and durable manner the postal and digital contact details for any such submission.

VI. MONITORING TRUSTEE

28. At the latest four months from the Effective Date, Amazon shall appoint a monitoring trustee (the “**Monitoring Trustee**”) to monitor Amazon's compliance with these Commitments, for a period of seven years from the end of the Implementation Period. The Monitoring Trustee shall be independent of Amazon (and any other undertaking affiliated with Amazon). The Monitoring Trustee will be remunerated by Amazon in a way that does not influence or impede the independent and effective fulfilment of its mandate. The Monitoring Trustee should possess the qualifications, experience, and competence necessary to carry out its mandate, including via the technical expert appointed pursuant to Paragraph 29 below. The Monitoring Trustee shall neither have nor become exposed to a conflict of interest. In particular, the Monitoring Trustee (including all of its employees) shall not provide services to, or become an employee of, Amazon or one of Amazon's competitors neither during the Monitoring Trustee's mandate nor for a period of one year following termination of the Monitoring Trustee's mandate.
29. At the expense of Amazon, the Monitoring Trustee shall appoint a technical expert and may appoint other advisors, subject to Amazon's and the Commission's approval (this approval not to be unreasonably withheld or delayed) if the Monitoring Trustee considers the appointment of such advisors necessary or appropriate for the performance of its duties and obligations under the mandate, provided that any fees and other expenses incurred by the Monitoring Trustee are reasonable. The technical expert or advisor shall neither have nor become exposed to a conflict of interest. In particular, the technical expert or adviser (including all of their employees) shall not provide services to, or become an employee of, Amazon or one of Amazon's competitors neither during their mandate nor for a period of one year following termination of their mandate. Should Amazon refuse to approve the technical expert and/or advisors proposed by the Monitoring Trustee, Amazon may propose an alternative expert and/or advisor within 14 calendar days. The Commission may reject Amazon's alternative proposal and approve the appointment of the initial or another technical expert and/or advisors alone, against Amazon's objection. Only the Monitoring Trustee shall be entitled to issue instructions to the technical expert and/or advisors.
30. The Monitoring Trustee shall assume its specified duties and obligations in order to ensure compliance with the Commitments. The Commission may, on its own initiative or at the request of the Monitoring Trustee or Amazon, give any orders or instructions to the Monitoring Trustee in order to ensure compliance with the Commitments.

Proposal by Amazon

31. No later than one month after the Effective Date, Amazon shall submit a list of at least two persons whom Amazon proposes to appoint as the Monitoring Trustee to the Commission for approval.

The proposal shall contain sufficient information for the Commission to verify that proposed Monitoring Trustees fulfil the requirements set out in Paragraph 28 above and shall include:

- (a) the full terms of the proposed mandate, which shall include all provisions necessary to enable the Monitoring Trustee to fulfil its duties under these Commitments; and
- (b) the outline of a plan which describes how the Monitoring Trustee intends to carry out its assigned tasks.

Approval or rejection by the Commission

- 32. The Commission shall have the discretion to approve or reject the proposed Monitoring Trustees and to approve the proposed mandate subject to any modifications it deems necessary for the Monitoring Trustee to fulfil its obligations. The Commission shall give reasons in case of rejection of a proposed Monitoring Trustee and reasons supporting the need for any modifications. If only one person is approved, Amazon shall appoint or cause to be appointed, the individual concerned as Monitoring Trustee, in accordance with the mandate approved by the Commission. If more than one name is approved, Amazon shall be free to choose the Monitoring Trustee to be appointed from among the persons approved. The Monitoring Trustee shall be appointed within two weeks of the Commission's approval, in accordance with the mandate approved by the Commission.

New proposal(s) by Amazon

- 33. If all the proposed Monitoring Trustees are rejected, Amazon shall submit the names of at least two more persons within one month of being informed of the rejection(s), in accordance with the requirements and the procedure set out in Paragraphs 31 and 32 above.

Monitoring Trustee nominated by the Commission

- 34. If all further proposed Monitoring Trustees are rejected by the Commission, the Commission shall nominate a Monitoring Trustee, whom Amazon shall appoint, or cause to be appointed, within one month following the nomination, in accordance with a trustee mandate approved by the Commission.

Replacement, discharge, and reappointment of the Monitoring Trustee

- 35. If the Monitoring Trustee ceases to perform its functions under these Commitments or for any other good cause, including the exposure of the Monitoring Trustee to a conflict of interest:
 - (a) the Commission may, after hearing the Monitoring Trustee, require Amazon to replace the Monitoring Trustee; or
 - (b) Amazon, with the prior approval of the Commission, may replace the Monitoring Trustee.

36. If the Monitoring Trustee is removed, the Monitoring Trustee may be required to continue in its function until a new Monitoring Trustee is in place to whom the former Monitoring Trustee has effected a full hand-over of all relevant information. The new Monitoring Trustee shall be appointed in accordance with the procedure referred to in Paragraphs 31 to 34 above.
37. The Monitoring Trustee shall cease to act as Monitoring Trustee only upon the expiration of these Commitments or after the Commission has discharged it from its duties, whichever the earlier.

Duties and obligations of the Monitoring Trustee, technical experts and advisors

38. The Monitoring Trustee shall:
 - (a) monitor the performance of the Commitments by Amazon;
 - (b) assess the technical means and format through which Amazon provides the information that is provided to the Monitoring Trustee for review;
 - (c) propose in its first report to the Commission a detailed work plan describing how it intends to monitor compliance with the Commitments;
 - (d) provide to the Commission, sending Amazon a non-confidential copy at the same time, a written report on Amazon's compliance with these Commitments on a semi-annual basis starting from the Effective Date so that the Commission can assess whether Amazon is in compliance with these Commitments. These reports should also cover an overview of the complaints received under the complaint mechanism referred to in Paragraph 27;
 - (e) provide to the Commission, sending Amazon a non-confidential copy at the same time, a written opinion on the reports prepared by Amazon pursuant to Paragraphs 11 to 13, within one month of the report;
 - (f) propose to Amazon such measures as the Monitoring Trustee considers necessary to ensure Amazon's compliance with the Commitments;
 - (g) promptly report, without waiting for the semi-annual reporting, in writing to the Commission, sending Amazon a non-confidential copy at the same time, if it concludes on reasonable grounds that Amazon is failing to comply with the Commitments; and
 - (h) reply to clarifying questions from the Commission regarding any report provided to the Commission pursuant to Paragraphs 38(c), 38(d), 38(e) or 38(g).
39. The Monitoring Trustee, as well as any technical expert or advisor appointed pursuant to Paragraph 29, shall not:

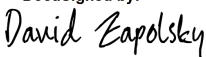
- (a) participate in decisions relating to technical, product design, or any other changes to Amazon's business or negotiations with Sellers relating to the selection process of the Featured Offer and Prime-eligibility;
- (b) have any decision-making power or powers of investigation of the kind vested in the Commission pursuant to Regulation 1/2003;
- (c) undertake any work not covered by its mandate; or
- (d) disclose any confidential information to any person, undertaking, or other body other than the Commission. Any confidential information obtained by the Monitoring Trustee in performance of the duties and obligations specified in these Commitments shall be kept in the strictest confidence and shall be used solely for the purpose of performing its duties and obligations specified in the Commitments. The Monitoring Trustee shall ensure that adequate safeguards are established and adhered to in collecting, taking delivery of, tracking the dissemination of, monitoring the use of, protecting against the disclosure of, and determining the safe disposal of confidential information. These safeguards shall be reviewed by Amazon within the time limit set by the Monitoring Trustee. Within this time limit, Amazon can make requests to improve the safeguards, which the Monitoring Trustee shall take into account to ensure the adequate level of protection of confidential information. These safeguards must be effective to protect the confidential information, but shall not be such as to prevent the Monitoring Trustee from effectively fulfilling its duties and obligations specified in these Commitments. In case of disagreement, the Commission will take a decision as regards the necessary safeguards. The Monitoring Trustee shall not make any public statements relating to the performance of its functions in relation with these Commitments, or the confidential information it has obtained in the context of the performance of its functions in relation with these Commitments. The Monitoring Trustee shall sign confidentiality undertakings addressed to the Commission warranting its knowledge of and compliance with its duties and obligations specified in these Commitments. The Monitoring Trustee shall abide by the obligations of non-disclosure imposed in Article 28(2) of Regulation 1/2003 with regard to any information acquired in its performance of its functions in relation with these Commitments or from the Commission, even after the term of its mandate. Upon expiration of the Monitoring Trustee's mandate and provided there are no pending issues regarding Amazon's compliance with the Commitments, any confidential information held by the Monitoring Trustee (or any of its employees) shall be destroyed and confirmed to Amazon in writing within 14 calendar days.

Duties and obligations of Amazon

- 40. Amazon shall provide and shall cause any contract employees to provide the Monitoring Trustee with all co-operation, assistance, and information that is necessary to monitor Amazon's compliance with its obligations under these Commitments. On the basis of a process which shall be agreed by Amazon and the Monitoring Trustee to avoid disproportionate business disruption, the Monitoring Trustee shall only have access to any of Amazon's IT infrastructure including

algorithms, databases, servers, internal systems and tools, processes, programs, services, platforms, operating systems, hardware, software, as well as books, records, documents, management, technical or other personnel, facilities, sites, technical and all other information insofar as this is necessary for fulfilling its duties under the Commitments. In case of disagreement, the Commission will take a decision as regards the process within 14 calendar days. The Commission retains the right to exercise its powers of investigation set out in Chapter V of Regulation 1/2003 should Amazon decline requests for information made by the Monitoring Trustee.

41. Amazon shall notify the Monitoring Trustee prior of any changes to the ranking and selection process of the FME and the FMA and to Prime-eligibility and Prime labelling, including the display of Offers, as well as to any other conditions and criteria, to the extent such changes may impact Amazon's compliance with the Commitments. Such requirement does not apply to any Experiment testing changes in these areas. This notice requirement does not constitute an approval requirement.
42. To the extent the Monitoring Trustee has follow-up questions on any such changes, Amazon will respond to these questions within a reasonable timeframe, including by the provision of information on the relevant Experiments as requested by the Monitoring Trustee.
43. Amazon agrees that the Commission may share confidential information proprietary to Amazon with the Monitoring Trustee, provided such sharing of information is necessary to monitor Amazon's compliance with its obligations under these Commitments.

DocuSigned by:

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David Zapolsky
Senior Vice President, General Counsel, and Secretary
Date: November 22, 2022

Annex 1 – List of General Ledger Categories that include at least one Offer in at least one Amazon Store

3d_Designs_And_Manufacturing_Services
3d_designs_and_print_on_demand
amazon_digital_devices
amazon_digital_devices_accessories
art
art_craft_supplies
authority_non_buyable
automotive
aws_devices
baby_product
batteries
beauty
biss
beauty_in_luxury_stores
books
camera
coins_collectibles
consumables_physical_gift_cards
designer_apparel
drugstore
dvd
electronics
entertainment_collectibles
fresh_ambient
fresh_perishable
fresh_prepared
fresh_produce
furniture
game
gift
gift_card
grocery
guild
HPC
home
home_entertainment
home_improvement
jewelry
kitchen
lawn_and_garden
luxury_fashion
luggage
luxury_beauty

magazine
major_appliances
media
mixed
music
musical_instruments
office_product
outdoors
paper_catalog
pc
personal_care_appliances
pet_products
photo
protected_collection
sdp_misc
shoes
softlines_private_label
sports
sports_memorabilia
target_gift_card
tires
tools
toy
travel_store
vehicle
video
video_games
video_game_hardware
watches
wine
wireless
wireless_accessory

Annex 2 – Presentation of the Featured Offer and Second Displayed Offer in the Offer Display

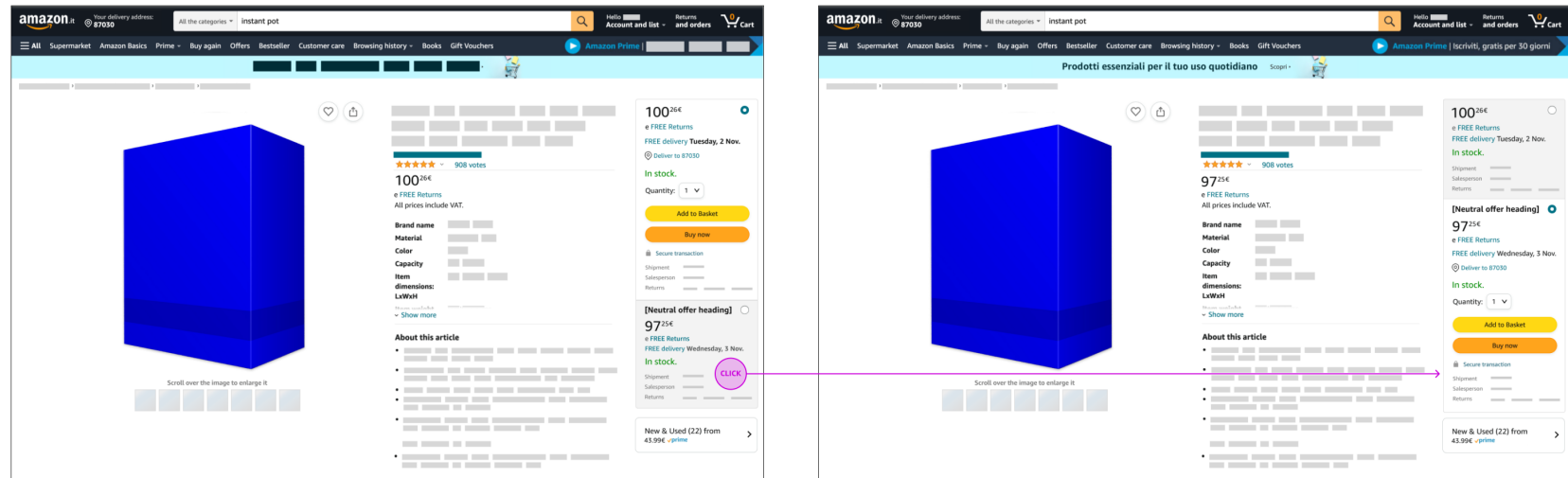


Figure 1. Presentation on desktop

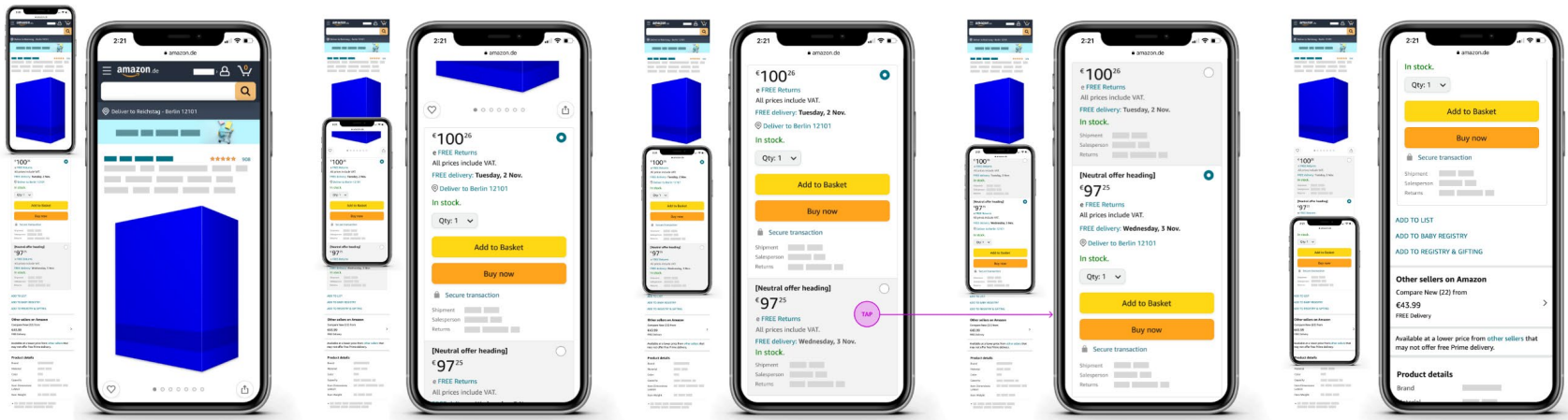


Figure 2. Presentation on mobile