

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

June 12, 2026
Date of Report
(Date of earliest event reported)

AMAZON.COM, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-43202
(Commission File Number)

91-1646860
(IRS Employer Identification No.)

410 Terry Avenue North, Seattle, Washington 98109-5210
(Address of principal executive offices, including Zip Code)

(206) 266-1000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, par value \$.01 per share	AMZN	The Nasdaq Stock Market LLC
Floating Rate Notes due 2028	—	The Nasdaq Stock Market LLC
2.800% Notes due 2028	—	The Nasdaq Stock Market LLC
3.100% Notes due 2030	—	The Nasdaq Stock Market LLC
3.350% Notes due 2032	—	The Nasdaq Stock Market LLC
3.700% Notes due 2035	—	The Nasdaq Stock Market LLC
4.050% Notes due 2039	—	The Nasdaq Stock Market LLC
4.450% Notes due 2045	—	The Nasdaq Stock Market LLC
4.850% Notes due 2064	—	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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ITEM 8.01. OTHER EVENTS.

On June 12, 2026, Amazon.com, Inc. (the “Company”) closed the sale of C\$1,250,000,000 aggregate principal amount of its 3.400% notes due 2029 (the “2029 Notes”), C\$2,500,000,000 aggregate principal amount of its 3.700% notes due 2031 (the “2031 Notes”), C\$2,000,000,000 aggregate principal amount of its 4.000% notes due 2033 (the “2033 Notes”), C\$3,500,000,000 aggregate principal amount of its 4.350% notes due 2036 (the “2036 Notes”), and C\$4,750,000,000 aggregate principal amount of its 5.000% notes due 2056 (the “2056 Notes” and, together with the 2029 Notes, the 2031 Notes, the 2033 Notes, and the 2036 Notes, the “Notes”) pursuant to an Underwriting Agreement dated June 8, 2026 (the “Underwriting Agreement”) among the Company and the several underwriters named therein. The sale of the Notes was registered under the Company’s registration statement on Form S-3 filed on February 6, 2026 (File No. 333-293246).

The aggregate public offering price of the Notes was C\$13.967 billion and the estimated net proceeds from the offering were approximately C\$13.934 billion, after deducting underwriting discounts from the public offering price and before deducting offering expenses payable by us. The Notes were issued pursuant to an Indenture dated as of November 29, 2012 between the Company and Wells Fargo Bank, National Association, as trustee (the “Prior Trustee”), as amended and supplemented by Supplemental Indenture No. 1, dated as of April 13, 2022, among the Company, the Prior Trustee, and Computershare Trust Company, National Association, as successor trustee, together with the officers’ certificate dated as of June 12, 2026 issued pursuant thereto establishing the terms of each series of the Notes (the “Officers’ Certificate”).

The foregoing descriptions of the Underwriting Agreement and the Officers’ Certificate are qualified in their entirety by the terms of such documents, which are filed as Exhibit 1.1 and Exhibit 4.1, respectively, and incorporated herein by reference. The foregoing description of the Notes is qualified in its entirety by reference to the full text of the form of 2029 Note, form of 2031 Note, form of 2033 Note, form of 2036 Note, and form of 2056 Note which are filed hereto as Exhibit 4.2, Exhibit 4.3, Exhibit 4.4, Exhibit 4.5, and Exhibit 4.6, respectively, and incorporated herein by reference.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
1.1	Underwriting Agreement, dated as of June 8, 2026, among Amazon.com, Inc. and the several underwriters named therein.
4.1	Officers' Certificate of Amazon.com, Inc., dated as of June 12, 2026.
4.2	Form of 3.400% Note due 2029 (included in Exhibit 4.1).
4.3	Form of 3.700% Note due 2031 (included in Exhibit 4.1).
4.4	Form of 4.000% Note due 2033 (included in Exhibit 4.1).
4.5	Form of 4.350% Note due 2036 (included in Exhibit 4.1).
4.6	Form of 5.000% Note due 2056 (included in Exhibit 4.1).
5.1	Opinion of Gibson, Dunn & Crutcher LLP.
23.1	Consent of Gibson, Dunn & Crutcher LLP (included in Exhibit 5.1).
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL (included as Exhibit 101).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMAZON.COM, INC. (REGISTRANT)

By: /s/ Antonio Masone
Antonio Masone
Vice President and Treasurer

Dated: June 12, 2026

AMAZON.COM, INC.

3.400% NOTES DUE 2029

3.700% NOTES DUE 2031

4.000% NOTES DUE 2033

4.350% NOTES DUE 2036

5.000% NOTES DUE 2056

UNDERWRITING AGREEMENT

June 8, 2026

To the Managers named in Schedule I hereto
for the Underwriters named in Schedule II hereto

Ladies and Gentlemen:

Amazon.com, Inc., a Delaware corporation (the “**Company**”), proposes to issue and sell to the several underwriters named in Schedule II hereto (the “**Underwriters**”), for whom you are acting as managers (the “**Managers**”), the principal amount of its debt securities identified in Schedule I hereto (the “**Securities**”), to be issued under the indenture specified in Schedule I hereto (the “**Indenture**”) between the Company and the Trustee identified in such Schedule (the “**Trustee**”). If the firm or firms listed in Schedule II hereto include only the Managers listed in Schedule I hereto, then the terms “Underwriters” and “Managers” as used herein shall each be deemed to refer to such firm or firms.

The Company has filed with the Securities and Exchange Commission (the “**Commission**”) a registration statement, including a prospectus (the file number of which is set forth in Schedule I hereto) on Form S-3, relating to securities (the “**Shelf Securities**”), including the Securities, to be issued from time to time by the Company. The registration statement as amended to the date of this Agreement, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act of 1933, as amended (the “**Securities Act**”), is hereinafter referred to as the “**Registration Statement**,” and the related prospectus covering the Shelf Securities dated February 6, 2026 is hereinafter referred to as the “**Basic Prospectus**.” The Basic Prospectus, as supplemented by the prospectus supplement specifically relating to the Securities in the form first used to confirm sales of the Securities (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the “**Prospectus**,” and the term “**preliminary prospectus**” means any preliminary form of the Prospectus. For purposes of this Agreement, “**free writing prospectus**” has the meaning set forth in Rule 405 under the Securities Act and relating to the offering of the Securities, “**Time of Sale Prospectus**” means the documents set forth opposite the caption “Time of Sale Prospectus” in Schedule I hereto, and “**broadly available road show**” means a “bona fide electronic road show” as defined in Rule 433(h)(5) under the Securities Act that has been made available without restriction to any person. As used herein, the terms “Registration Statement,” “Basic Prospectus,” “preliminary prospectus,” “Time of Sale Prospectus,” “Prospectus,” “Preliminary Canadian Offering Memorandum” (as defined below) and “Canadian Offering Memorandum” (as defined below) shall include the documents, if any, incorporated by reference therein on the date hereof. The terms “**supplement**,” “**amendment**,” and “**amend**” as used herein with respect to the Registration Statement, the Basic Prospectus, the Time of Sale Prospectus, any preliminary prospectus, the Prospectus, the Preliminary Canadian Offering Memorandum or the Canadian Offering Memorandum shall include all documents subsequently filed by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), that are deemed to be incorporated by reference therein.

References to “**Canadian Securities Laws**” shall mean all applicable securities laws in each of the provinces of Canada, and the respective regulations and rules promulgated under such laws together with applicable published rules, policy statements, blanket rulings and orders, instruments, rulings and notices of the regulatory authority in such provinces.

The Company has prepared a preliminary Canadian offering memorandum dated June 8, 2026 relating to the Securities, which includes the preliminary prospectus (the “**Preliminary Canadian Offering Memorandum**”), and the Company agrees to prepare a Canadian offering memorandum dated June 8, 2026 relating to the Securities, which will include the Prospectus (the “**Canadian Offering Memorandum**”).

1. *Representations and Warranties.* The Company represents and warrants to and agrees with each of the Underwriters that:

(a) The Registration Statement has become effective; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or threatened by the Commission. If the Registration Statement is an automatic shelf registration statement as defined in Rule 405 under the Securities Act, the Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) eligible to use the Registration Statement as an automatic shelf registration statement and the Company has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement.

(b) (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Time of Sale Prospectus or the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder, (ii) each part of the Registration Statement, when such part became effective, did not contain, and each such part, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) the Registration Statement as of the date hereof does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iv) the Registration Statement and the Prospectus comply, and as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder, (v) the Time of Sale Prospectus does not, and at the time of each sale of the Securities in connection with the offering when the Prospectus is not yet available to prospective purchasers and at the Closing Date (as defined in Section 4), the Time of Sale Prospectus, as then amended or supplemented by the Company, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (vi) each broadly available road show, if any, when considered together with the Time of

Sale Prospectus, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (vii) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (viii) the Preliminary Canadian Offering Memorandum conforms, and the Canadian Offering Memorandum will conform, in all material respects, to the requirements of all applicable Canadian Securities Laws and the Preliminary Canadian Offering Memorandum does not contain a “misrepresentation” as defined under Canadian Securities Laws and the Canadian Offering Memorandum will not contain a “misrepresentation” as defined under Canadian Securities Laws, except that the representations and warranties set forth in this paragraph do not apply to (A) statements or omissions in the Registration Statement, the Time of Sale Prospectus, the Prospectus or the Canadian Offering Memorandum based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Managers expressly for use therein or (B) that part of the Registration Statement that constitutes the Statement of Eligibility (Form T-1) under the Trust Indenture Act of 1939, as amended (the “**Trust Indenture Act**”), of the Trustee.

(c) The Company is not an “ineligible issuer” in connection with the offering pursuant to Rules 164, 405 and 433 under the Securities Act. Any free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Each free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by or on behalf of or used or referred to by the Company complies or will comply in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Except for the free writing prospectuses, if any, identified in Schedule I hereto, and electronic road shows, if any, each furnished to you before first use, the Company has not prepared, used or referred to, and will not, without your prior consent, prepare, use or refer to, any free writing prospectus.

(d) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the State of Delaware, has the corporate power and authority to own its property and to conduct its business as described in the Time of Sale Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole (a “**Material Adverse Effect**”).

(e) Each “significant subsidiary” of the Company, as such term is defined in Rule 1-02 of Regulation S-X (“**Significant Subsidiary**”), has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own its property and to conduct its business as described in the Time of Sale Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect; all of the issued shares of capital stock of each Significant Subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are directly or indirectly wholly-owned by the Company, free and clear of all liens, encumbrances, equities or claims.

(f) This Agreement has been duly authorized, executed and delivered by the Company.

(g) The Indenture has been duly authorized, executed and delivered by the Company, has been qualified under the Trust Indenture Act and constitutes a valid and binding agreement of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally and equitable principles of general applicability.

(h) The Securities have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with the terms of this Agreement, will be valid and binding obligations of the Company, in each case enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally and equitable principles of general applicability, and will be entitled to the benefits of the Indenture.

(i) The Company is not, nor with the giving of notice or lapse of time or both would it be, in violation of or in default under its Certificate of Incorporation or Bylaws. The issue and sale of the Securities and the performance by the Company of all its obligations under the Securities, the Indenture and this Agreement, and the consummation of the transactions herein and therein contemplated, will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its Significant Subsidiaries under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its Significant Subsidiaries is a party or by which the Company or any of its Significant Subsidiaries is bound or to which any of the property or assets of the Company or any of its Significant Subsidiaries is subject, except as would not have a Material Adverse Effect, or would not materially impair the Company’s ability to perform its obligations contemplated by this

Agreement, the Securities, or the Indenture, nor will any such action result in any violation of the provisions of the Certificate of Incorporation or the Bylaws of the Company or, except as would not have a Material Adverse Effect, or would not materially impair the Company's ability to perform its obligations contemplated by this Agreement, the Securities, or the Indenture, any applicable law or statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company, its Significant Subsidiaries, or any of their respective properties; and no consent, approval, authorization, order, license, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Securities or the consummation by the Company of the transactions contemplated by this Agreement or the Indenture, except such consents, approvals, authorizations, orders, licenses, registrations, or qualifications as have been obtained as of the date hereof and as may be required under state securities or Blue Sky Laws in connection with the purchase and distribution of the Securities by the Underwriters.

(j) There has not occurred any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus.

(k) The Company is not, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus or the Canadian Offering Memorandum will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(l) The financial statements, and the related notes thereto, of the Company included or incorporated by reference in the Time of Sale Prospectus, the Prospectus and the Canadian Offering Memorandum present fairly, in all material respects, the consolidated financial position of the Company and its consolidated subsidiaries as of the dates indicated and the results of their operations and the changes in their consolidated cash flows for the periods specified; and said financial statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis, except as described in the notes to such financial statements; and the supporting schedules incorporated by reference in the Time of Sale Prospectus, the Prospectus and the Canadian Offering Memorandum present fairly, in all material respects, the information required to be stated therein; and the other financial and statistical information and any other financial data set forth in the Time of Sale Prospectus, the Prospectus and the Canadian Offering Memorandum, to the Company's knowledge, present fairly, in all material respects, the information purported to be shown thereby at the respective dates or for the respective periods to which they apply and, to the extent that such information is set forth in or has been derived from the financial statements and accounting books and records of the Company, have been prepared, to the Company's knowledge, in all material respects on a

basis consistent with such financial statements and the books and records of the Company.

(m) The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

2. *Agreements to Sell and Purchase.* The Company hereby agrees to sell to the several Underwriters, and each Underwriter, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees, severally and not jointly, to purchase from the Company the respective principal amounts of Securities set forth in Schedule II hereto opposite its name at the purchase price set forth in Schedule I hereto.

3. *Public Offering.* The Company is advised by you that the Underwriters propose to make a public offering in the United States of their respective portions of the Securities as soon after the Registration Statement and this Agreement have become effective as in your judgment is advisable. The Company is further advised by you that the Securities are to be offered to the public in the United States upon the terms set forth in the Prospectus. It is understood and agreed that the offering of the Securities in Canada by the Underwriters as contemplated herein shall be made in the provinces of Canada on a private placement basis in accordance with applicable exemptions from the prospectus requirements of applicable Canadian Securities Laws.

4. *Payment and Delivery.* Payment for the Securities shall be made to the Company in Federal or other funds immediately available in New York City on the closing date and time set forth in Schedule I hereto, or at such other time on the same or such other date, not later than the second business day thereafter, as may be designated in writing by you. The time and date of such payment are hereinafter referred to as the "**Closing Date.**"

The Securities will be issued in the form of one or more definitive global Securities in book-entry form. Payment for the Securities shall be made against delivery to you of certificates representing Securities on the Closing Date for the respective accounts of the several Underwriters of the Securities registered in the name of CDS & Co., as nominee of CDS Clearing and Depository Services Inc. ("**CDS**"), and in such denominations as you shall request in writing not later than one full business day prior to the Closing Date, with any transfer taxes payable in connection with the transfer of the Securities to the Underwriters duly paid. Delivery of the Securities shall be made through the facilities of CDS unless the Company and the Managers shall otherwise agree. The Underwriters shall cause their Canadian counsel to deposit the certificates representing the Securities with CDS.

5. *Conditions to the Underwriters' Obligations.* The several obligations of the Underwriters are subject to the following conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date:

(i) there shall not have occurred any downgrading, nor shall any notice have been given of (A) any intended or potential downgrading or (B) any review or possible change that does not indicate the direction of the possible change in the rating accorded any securities of or guaranteed by the Company by any “nationally recognized statistical rating organization” (as such term is defined in Section 3(a)(62) of the Exchange Act); and

(ii) there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus that, in your judgment, is material and adverse and that makes it, in your judgment, impracticable to market the Securities on the terms and in the manner contemplated in the Time of Sale Prospectus.

(b) The Underwriters shall have received on the Closing Date a certificate, dated the Closing Date and signed by Antonio Masone, Vice President and Treasurer of the Company, or by an executive officer of the Company, to the effect set forth in Section 5(a)(i) above and to the effect that the representations and warranties of the Company contained in this Agreement are true and correct as of the Closing Date, that the Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date and that no order, ruling or decision of any Canadian federal or provincial court or securities regulatory authority restricting or ceasing trading in any of the securities of the Company or suspending or preventing the use of the Preliminary Canadian Offering Memorandum or the Canadian Offering Memorandum has been issued and no notification from any Canadian federal or provincial court or securities regulatory authority of the institution or threatening of any proceeding for such purpose has been received.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(c) The Underwriters shall have received on the Closing Date an opinion of Gibson, Dunn & Crutcher LLP, outside counsel for the Company, dated the Closing Date, in the form agreed between such counsel and the Managers.

(d) The Underwriters shall have received on the Closing Date an opinion of Davis Polk & Wardwell LLP, counsel for the Underwriters, dated the Closing Date with respect to such matters as the Underwriters shall request.

(e) The Underwriters shall have received on the Closing Date an opinion of Osler, Hoskin & Harcourt LLP, Canadian counsel for the Company, dated the Closing Date with respect to such matters as the Underwriters shall request.

(f) The Underwriters shall have received on the Closing Date an opinion of McCarthy Tétrault LLP, Canadian counsel for the Underwriters, dated the Closing Date with respect to such matters as the Underwriters shall request.

(g) The Underwriters shall have received, on each of the date hereof and the Closing Date, a letter dated the date hereof or the Closing Date, as the case may be, in form and substance satisfactory to the Underwriters, from Ernst & Young LLP, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the Time of Sale Prospectus, the Prospectus and the Canadian Offering Memorandum.

(h) The Securities shall be eligible for clearance and settlement through the facilities of CDS.

6. *Covenants of the Company.* The Company covenants with each Underwriter as follows:

(a) To furnish to you, without charge, a signed copy of the Registration Statement (including exhibits thereto and documents incorporated by reference therein) and to deliver to each of the Underwriters during the period mentioned in Section 6(e) or 6(f) below, as many copies of the Time of Sale Prospectus, the Prospectus, any documents incorporated by reference therein and any supplements and amendments thereto or to the Registration Statement as you may reasonably request.

(b) During any period when a prospectus relating to the Securities is required to be delivered under the Act (including circumstances where such requirement may be satisfied pursuant to Rule 172), before amending or supplementing the Registration Statement, the Time of Sale Prospectus, the Prospectus or the Canadian Offering Memorandum, (i) to furnish to you a copy of each such proposed amendment or supplement and (ii) not to file any such proposed amendment or supplement to which you reasonably object (except, in the case of subclause (ii), for (A) an amendment or supplement consisting solely of the filing of a document under the Exchange Act or (B) a supplement relating to any offering of securities other than the Securities).

(c) To furnish to you a copy of each proposed free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Company and not to use or refer to any proposed free writing prospectus to which you reasonably object.

(d) Not to take any action that would result in an Underwriter or the Company being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(e) If the Time of Sale Prospectus is being used to solicit offers to buy the Securities at a time when the Prospectus or the Canadian Offering Memorandum is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances, not misleading, or contain a "misrepresentation" as defined under applicable Canadian Securities Laws, or if any event shall occur or condition exist as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances when the Time of Sale Prospectus is delivered to a prospective purchaser, be misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with applicable law.

(f) If, during such period after the first date of the public offering of the Securities, as in the opinion of counsel for the Underwriters the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) or the Canadian Offering Memorandum is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus or the Canadian Offering Memorandum in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, not misleading or contain a "misrepresentation" as defined under applicable Canadian Securities Laws, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Prospectus or the Canadian Offering Memorandum to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses you will furnish to the Company) to which Securities may have been sold by you on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus or the Canadian Offering Memorandum so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, be misleading or contain a "misrepresentation" as

defined under applicable Canadian Securities Laws or so that the Prospectus and the Canadian Offering Memorandum, as amended or supplemented, will comply with applicable law. Provided that the Underwriters comply with Section 7(g) hereof, the Company will cause to be provided or filed all documents required to be provided to or filed with the applicable Canadian securities regulatory authorities in connection with the offering of Securities in the provinces of Canada in accordance with applicable Canadian Securities Laws, including, without limitation, any offering memorandum (under applicable Canadian Securities Laws) and any reports of trade on Form 45-106F1 – *Report of Exempt Distribution* (“**Form 45-106F1**”) prescribed by National Instrument 45-106 – *Prospectus Exemptions* (“**NI 45-106**”), as applicable.

(g) To endeavor to qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as you shall reasonably request; provided that the Company shall not be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(h) To make generally available to the Company’s security holders and to you as soon as practicable an earning statement that shall satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder, including Rule 158.

(i) The Company agrees to pay the costs and expenses relating to the following matters: (i) the preparation, printing, or reproduction and filing with the Commission of the Registration Statement (including financial statements and exhibits thereto), each preliminary prospectus, the Prospectus, the Preliminary Canadian Offering Memorandum, the Canadian Offering Memorandum and each free writing prospectus, and each amendment or supplement to any of them; (ii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Registration Statement, each preliminary prospectus, the Prospectus, the Preliminary Canadian Offering Memorandum, the Canadian Offering Memorandum and each free writing prospectus, and all amendments or supplements to any of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Securities; (iii) the preparation, printing, authentication, issuance and delivery of certificates for the Securities, including any stamp or transfer taxes in connection with the original issuance and sale of the Securities; (iv) the printing (or reproduction) and delivery of this Agreement, and all other agreements or documents printed (or reproduced) and delivered in connection with the offering of the Securities; (v) the registration of the Securities under the Exchange Act; (vi) any registration or qualification of the Securities for offer and sale under the securities or Blue Sky laws of the several states (including filing fees and the reasonable fees and expenses of counsel for the Underwriters relating to such registration and qualification); (vii) the transportation and other expenses incurred

by or on behalf of Company representatives in connection with presentations to prospective purchasers of the Securities; (viii) the fees and expenses of the Company's accountants and the fees and expenses of counsel (including local and special counsel) for the Company; (ix) all fees and expenses (including fees and expenses of counsel) of the Company in connection with approval of the Securities by CDS for "book-entry" transfer; (x) all fees payable in connection with the filing of any Form 45-106F1 with applicable Canadian securities regulatory authorities; (xi) any levy or fees payable to the Canadian Investment Regulatory Organization; and (xii) all other costs and expenses incident to the performance by the Company of its obligations hereunder. It is understood, however, that except as provided in this Section and Section 8 and the penultimate paragraph of Section 10, the Underwriters will pay all of their own costs and expenses, including the fees and disbursements of their counsel and any advertising expenses connected with any offers they may make.

(j) During the period beginning on the date hereof and continuing to and including the Closing Date, not to offer, sell, contract to sell or otherwise dispose of any debt securities of the Company or warrants to purchase or otherwise acquire debt securities of the Company substantially similar to the Securities (other than (i) the Securities, (ii) commercial paper issued in the ordinary course of business or (iii) securities or warrants permitted with the prior written consent of the Managers identified in Schedule I with the authorization to release this lock-up on behalf of the Underwriters).

(k) To prepare a final term sheet relating to the offering of the Securities, containing only information that describes the final terms of the Securities or the offering in a form consented to by the Managers, and to file such final term sheet within the period required by Rule 433(d)(5) (ii) under the Securities Act following the date the final terms have been established for the offering of the Securities.

(l) The Company will use its commercially reasonable efforts to cause the eligibility of the Securities for clearance and settlement through the facilities of CDS.

7. *Covenants of the Underwriters.* Each Underwriter severally covenants with the Company that:

(a) it will not take any action that would result in the Company being required to file with the Commission under Rule 433(d) a free writing prospectus prepared by or on behalf of such Underwriter that otherwise would not be required to be filed by the Company thereunder, but for the action of the Underwriter;

(b) the sale and delivery of any Security to any purchaser located or resident in Canada (each, a "**Canadian Purchaser**") by such Underwriter shall be made only in accordance with the condition that

such Canadian Purchaser: (i) is an “accredited investor” as defined in Section 73.3 of the *Securities Act* (Ontario) or in Section 1.1 of NI 45-106 purchasing or deemed to be purchasing the Security as principal; (ii) is not a person created or being used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of “accredited investor” in section 1.1 of NI 45-106; and (iii) is a “permitted client” as defined in National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations*; and such Underwriter has taken or will take reasonable steps to confirm that each Canadian Purchaser meets the terms and conditions of the “accredited investor exemption” as defined in NI 45-106 (collectively, the “**AI Requirements**”) and shall obtain, as necessary, and retain relevant information and documentation to evidence the steps taken to verify compliance with the AI Requirements in accordance with its usual document retention policies and procedures in compliance with applicable laws, and will provide to the Company forthwith upon written request all such information or documentation as the Company may reasonably request in good faith and solely for the purpose of verifying compliance with the AI Requirements;

(c) it has not provided and will not provide any Canadian Purchaser any document or other material that would constitute an “offering memorandum” within the meaning of Canadian Securities Laws (other than the Preliminary Canadian Offering Memorandum and the Canadian Offering Memorandum) with respect to the private placement of the Securities in Canada;

(d) except as disclosed in the Canadian Offering Memorandum, is not a person or company in respect of which the Company is a “connected issuer” or a “related issuer” within the respective meanings of those terms in National Instrument 33-105 – Underwriting Conflicts of the Canadian Securities Administrators;

(e) it is duly registered as an “investment dealer” or “exempt market dealer” as defined under Canadian Securities Laws or is otherwise exempt from the dealer registration requirements of Canadian Securities Laws in the applicable Canadian provinces in connection with the offer and sale of the Securities to Canadian Purchasers;

(f) it will comply in all material respects with all relevant Canadian Securities Laws in distributing the Securities; and

(g) it will, as soon as available and in any event within three (3) business days following the Closing Date, provide to the Company the information pertaining to each such Canadian Purchaser of the Notes as required to be disclosed in Schedule I of Form 45-106F1 under NI 45-106, which Form 45-106F1 is required to be filed by the Company

under NI 45-106 with the Canadian securities regulatory authorities in the provinces of Canada in which each such Canadian Purchaser resides.

8. Indemnity and Contribution.

(a) The Company agrees to indemnify and hold harmless each Underwriter, each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and each affiliate of any Underwriter within the meaning of Rule 405 under the Securities Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact, or “misrepresentation” as defined under applicable Canadian Securities Laws, as applicable, contained in any preliminary prospectus, the Time of Sale Prospectus or any amendment or supplement thereto (to the extent amended or supplemented by the Company), any issuer free writing prospectus as defined in Rule 433(h) under the Securities Act, any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act, any “road show” as defined in Rule 433(h) under the Securities Act (a “**road show**”), the Prospectus, the Canadian Offering Memorandum or any amendment or supplement thereto, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages, or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through you expressly for use therein.

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to such Underwriter, but only with reference to information relating to such Underwriter furnished to the Company in writing by such Underwriter through you expressly for use in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus, road show, the Prospectus, the Canadian Offering Memorandum or any amendment or supplement thereto.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 8(a) or 8(b), such person (the “**indemnified party**”) shall promptly notify the person against whom such indemnity may be sought (the “**indemnifying party**”) in writing and the indemnifying party shall be entitled to assume the defense of all indemnified persons in connection with such proceeding, using counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the contrary, (ii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to the indemnified party or (iii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and (y) representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them or (z) the indemnified party shall have reasonably concluded that there may be defenses available to it that are different from, additional to, or in conflict with those available to the indemnifying party. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred, but only after receipt of a reasonably detailed invoice in respect thereof. Such firm shall be designated in writing by the Managers authorized to appoint counsel under this Section set forth in Schedule I hereto, in the case of parties indemnified pursuant to Section 8(a), and by the Company, in the case of parties indemnified pursuant to Section 8(b), provided, however, that in either such case, counsel shall be reasonably acceptable to the other party. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding

in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) To the extent the indemnification provided for in Section 8(a) or 8(b) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages, or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the offering of the Securities or (ii) if the allocation provided by clause 8(d)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 8(d)(i) above but also the relative fault of the Company on the one hand and of the Underwriters on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages, or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other hand in connection with the offering of the Securities shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Securities (before deducting expenses) received by the Company and the total underwriting discounts and commissions received by the Underwriters bear to the aggregate initial public offering price of the Securities as set forth in the Prospectus or the Canadian Offering Memorandum. The relative fault of the Company on the one hand and the Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters' respective obligations to contribute pursuant to this Section 8 are several in proportion to the respective principal amounts of Securities they have purchased hereunder, and not joint.

(e) The Company and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 8 were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 8(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in Section 8(d) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim.

Notwithstanding the provisions of this Section 8, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 8 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 8 and the representations, warranties and other statements of the Company contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter, any person controlling any Underwriter or any affiliate of any Underwriter or by or on behalf of the Company, its officers or directors or any person controlling the Company and (iii) acceptance of and payment for any of the Securities.

9. *Termination.* The Underwriters may terminate this Agreement by notice given by you to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on, or by, as the case may be, the New York Stock Exchange or the Nasdaq Global Market, (ii) trading of any securities of the Company shall have been suspended on the Nasdaq Global Select Market, (iii) a material disruption in securities settlement, payment, or clearance services in the United States or Canada shall have occurred, (iv) any general moratorium on commercial banking activities shall have been declared by Federal, New York State or Canadian authorities or (v) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets or any calamity or crisis that, in your judgment, is material and adverse and which, singly or together with any other event specified in this Section 9, makes it, in your judgment, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Securities on the terms and in the manner contemplated in the Time of Sale Prospectus, the Prospectus or the Canadian Offering Memorandum.

10. *Effectiveness; Defaulting Underwriters.* This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on the Closing Date, any one or more of the Underwriters shall fail or refuse to purchase the Securities that it has or they have agreed to purchase hereunder on such date, and the aggregate principal amount of the Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate principal amount of the Securities to be purchased on such

date, the other Underwriters shall be obligated severally in the proportions that the principal amount of Securities set forth opposite their respective names in Schedule II bears to the aggregate principal amount of Securities set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as you may specify, to purchase the Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; *provided* that in no event shall the principal amount of the Securities that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 10 by an amount in excess of one-ninth of such principal amount of the Securities without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Securities and the aggregate principal amount of the Securities with respect to which such default occurs is more than one-tenth of the aggregate principal amount of the Securities to be purchased on such date, and arrangements satisfactory to you and the Company for the purchase of such Securities are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company. In any such case either you or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Time of Sale Prospectus, in the Prospectus, the Canadian Offering Memorandum or in any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement the Company will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering contemplated hereunder.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L., 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their clients, which may include the names and addresses of their clients, as well as other information that will allow the Underwriters to properly identify their clients.

11. Entire Agreement.

(a) This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the Securities, represents the entire agreement between the Company and the Underwriters with respect to the preparation of any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, the Canadian

Offering Memorandum, the conduct of the offering, and the purchase and sale of the Securities.

(b) The Company acknowledges that in connection with the offering of the Securities: (i) the Underwriters have acted at arms length, are not agents of, and owe no fiduciary duties to, the Company or any other person, (ii) the Underwriters owe the Company only those duties and obligations set forth in this Agreement and prior written agreements (to the extent not superseded by this Agreement), if any, and (iii) the Underwriters may have interests that differ from those of the Company. The Company waives to the full extent permitted by applicable law any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of the Securities.

12. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Delivery of this Agreement by one party to the other may be made by facsimile, electronic mail (including any electronic signature complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) or other transmission method, and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

13. *Successors.* This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, affiliate and agents, and no other person will have any right or obligation hereunder. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any other person, firm or corporation any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. No purchaser of Securities from the Underwriters shall be deemed to be a successor by reason merely of such purchase.

14. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

15. *Headings.* The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

16. *Notices.* All communications hereunder shall be in writing and effective only upon receipt and if to the Underwriters shall be delivered, mailed or sent to you at the addresses set forth in Schedule I hereto; and if to the Company shall be delivered, mailed or sent to the address set forth in Schedule I hereto.

17. *Recognition of the U.S. Special Resolution Regimes.*

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

As used in this Section 17, “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k); “Covered Entity” means any of the following: (i) a “**covered entity**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b), (ii) a “**covered bank**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b), or (iii) a “**covered FSI**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b); “**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and “**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

18. *UK Bail-in Legislation.* Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between the Underwriters and the Company, the Company acknowledges and accepts that a UK Bail-in Liability arising under this Agreement may be subject to the exercise of UK Bail-in Powers by the relevant UK resolution authority, and acknowledges, accepts, and agrees to be bound by:

(a) the effect of the exercise of UK Bail-in Powers by the relevant UK resolution authority in relation to any UK Bail-in Liability of the Underwriters to the Company under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of the UK Bail-in Liability or outstanding amounts due thereon;

- (ii) the conversion of all, or a portion, of the UK Bail-in Liability into shares, other securities or other obligations of the Underwriters or another person, and the issue to or conferral on the Issuer of such shares, securities or obligations;
 - (iii) the cancellation of the UK Bail-in Liability; and/or
 - (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and
- (b) the variation of the terms of this Agreement, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of UK Bail-in Powers by the relevant UK resolution authority.

For purposes of this Section 18 concerning UK Bail-in Legislation, the following definitions shall apply:

“UK Bail-in Legislation” means Part I of the UK Banking Act 2009 and any other law or regulation applicable in the UK relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

“UK Bail-in Powers” means the powers under the UK Bail-in Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it to suspend any obligation in respect of that liability.

“UK Bail-in Liability” means a liability in respect of which the UK Bail-in Powers may be exercised.

Very truly yours,

Amazon.com, Inc.

By: /s/ Antonio Masone

Name: Antonio Masone

Title: Vice President and Treasurer

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: J.P. Morgan Securities LLC

By: /s/ Saeed Athalye

Name: Saeed Athalye

Title: Vice President

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: RBC Dominion Securities Inc.

By: /s/ William Lumsden
Name: William Lumsden
Title: Managing Director

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: Scotia Capital Inc.

By: /s/ Michal Cegielski

Name: Michal Cegielski

Title: Managing Director

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: TD Securities Inc.

By: /s/ Mark Laing

Name: Mark Laing

Title: Managing Director

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: Citigroup Global Markets Canada Inc.

By: /s/ Hayden Evans

Name: Hayden Evans

Title: Authorized Signatory

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: HSBC Securities (USA) Inc.

By: /s/ Patrice Altongy
Name: Patrice Altongy
Title: MD

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: Merrill Lynch Canada Inc.

By: /s/ Matthew Margulies

Name: Matthew Margulies

Title: Director

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: Wells Fargo Securities Canada, Ltd.

By: /s/ Zohaib Khalid
Name: Zohaib Khalid
Title: Vice President

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: Deutsche Bank Securities Inc.

By: /s/ Ritu Ketkar

Name: Ritu Ketkar

Title: Managing Director

By: /s/ Kevin Prior

Name: Kevin Prior

Title: Managing Director

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: Barclays Capital Canada Inc.

By: /s/ Ryan Voegeli

Name: Ryan Voegeli

Title: Head of Investment Banking, Canada

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: BNP Paribas Securities Corp.

By: /s/ Rafael Ribeiro

Name: Rafael Ribeiro

Title: Head of Investment

Grade Finance, Americas

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: Goldman Sachs & Co. LLC

By: /s/ Kevin Dirkse

Name: Kevin Dirkse

Title: Managing Director

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: Morgan Stanley Canada Limited

By: /s/ Adarsh Gupta
Name: Adarsh Gupta
Title: Vice President

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: SG Americas Securities, LLC

By: /s/ Sabina R. Ceddia

Name: Sabina R. Ceddia

Title: Director

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: BBVA Securities Inc.

By: /s/ Cedric Galinier-Warrain

Name: Cedric Galinier-Warrain

Title: MD

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: NatWest Markets Securities Inc.

By: /s/ Hayward H. Smith

Name: Hayward H. Smith

Title: Director

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: Mizuho Securities Canada Inc.

By: /s/ Mark Tuttle
Name: Mark Tuttle
Title: CEO and UDP

[Signature Page to Underwriting Agreement (CAD)]

Accepted as of the date hereof

By: SMBC Nikko Securities Canada, Ltd.

By: /s/ David Kee
Name: David Kee
Title: Managing Director

[Signature Page to Underwriting Agreement (CAD)]

Managers:

Managers authorized to release lock-up under Section 6(j): J.P. Morgan Securities LLC
RBC Dominion Securities Inc.
Scotia Capital Inc.
TD Securities Inc.

Managers authorized to appoint counsel under Section 8(c): J.P. Morgan Securities LLC
RBC Dominion Securities Inc.
Scotia Capital Inc.
TD Securities Inc.

Indenture:

Indenture dated as of November 29, 2012, between the Company and the Trustee, as amended by Supplemental Indenture No. 1, dated as of April 13, 2022

Trustee:

Computershare Trust Company, National Association

Registration Statement File No.:

333-293246

Time of Sale Prospectus:

1. Basic Prospectus dated February 6, 2026, relating to the Shelf Securities
2. the preliminary prospectus supplement dated June 8, 2026, relating to the Securities
3. free writing prospectus dated June 8, 2026, containing a description of certain terms filed by the Company under Rule 433(d) of the Securities Act
4. the Preliminary Canadian Offering Memorandum

Securities to be purchased:

3.400% Notes Due 2029
3.700% Notes Due 2031
4.000% Notes Due 2033
4.350% Notes Due 2036
5.000% Notes Due 2056

Aggregate Principal Amount:

C\$1,250,000,000 of 3.400% Notes Due 2029
C\$2,500,000,000 of 3.700% Notes Due 2031
C\$2,000,000,000 of 4.000% Notes Due 2033
C\$3,500,000,000 of 4.350% Notes Due 2036
C\$4,750,000,000 of 5.000% Notes Due 2056

Purchase Price:	99.835% of the principal amount of the 3.400% Notes Due 2029, plus accrued interest, if any, from June 12, 2026
	99.817% of the principal amount of the 3.700% Notes Due 2031, plus accrued interest, if any, from June 12, 2026
	99.699% of the principal amount of the 4.000% Notes Due 2033, plus accrued interest, if any, from June 12, 2026
	99.599% of the principal amount of the 4.350% Notes Due 2036, plus accrued interest, if any, from June 12, 2026
	99.169% of the principal amount of the 5.000% Notes Due 2056, plus accrued interest, if any, from June 12, 2026
Maturity:	3.400% Notes Due 2029: June 12, 2029
	3.700% Notes Due 2031: June 12, 2031
	4.000% Notes Due 2033: June 12, 2033
	4.350% Notes Due 2036: June 12, 2036
	5.000% Notes Due 2056: June 12, 2056
Interest Rate:	3.400% Notes Due 2029: 3.400% per annum, accruing from June 12, 2026
	3.700% Notes Due 2031: 3.700% per annum, accruing from June 12, 2026
	4.000% Notes Due 2033: 4.000% per annum, accruing from June 12, 2026
	4.350% Notes Due 2036: 4.350% per annum, accruing from June 12, 2026
	5.000% Notes Due 2056: 5.000% per annum, accruing from June 12, 2026

Interest Payment Dates: June 12 and December 12 of each year, beginning December 12, 2026.

Closing Date and Time: June 12, 2026, 9:00 a.m. New York City time

Closing Location: Davis Polk & Wardwell LLP
900 Middlefield Road
Redwood City, California 94063

Address for Notices to Underwriters: J.P. Morgan Securities LLC
270 Park Avenue
New York, New York 10017
Attention: Investment Grade Syndicate Desk
Facsimile: (212) 834-6081

RBC Dominion Securities Inc.
Royal Bank Plaza
P.O. Box 50
200 Bay Street, 2nd Floor, North Tower
Toronto, ON 5MJ 2W7

Scotia Capital Inc.
40 Temperance Street, 4th Floor
Toronto, ON 5MH 0B4

TD Securities Inc.
222 Bay Street, 7th Floor
Toronto, ON 5MK 1A2

Address for Notices to the Company: Amazon.com, Inc.
410 Terry Avenue North
Seattle, Washington 98109
Attention: General Counsel

SCHEDULE II

Underwriter		Principal Amount of 2029 Notes	Principal Amount of 2031 Notes	Principal Amount of 2033 Notes	Principal Amount of 2036 Notes	Principal Amount of 2056 Notes
J.P. Morgan Securities LLC	C\$	178,125,000	C\$ 356,250,000	C\$ 285,000,000	C\$ 498,750,000	C\$ 676,875,000
RBC Dominion Securities Inc.	C\$	178,125,000	C\$ 356,250,000	C\$ 285,000,000	C\$ 498,750,000	C\$ 676,875,000
Scotia Capital Inc.	C\$	178,125,000	C\$ 356,250,000	C\$ 285,000,000	C\$ 498,750,000	C\$ 676,875,000
TD Securities Inc.	C\$	178,125,000	C\$ 356,250,000	C\$ 285,000,000	C\$ 498,750,000	C\$ 676,875,000
Citigroup Global Markets Canada Inc.	C\$	62,500,000	C\$ 125,000,000	C\$ 100,000,000	C\$ 175,000,000	C\$ 237,500,000
HSBC Securities (USA) Inc.	C\$	62,500,000	C\$ 125,000,000	C\$ 100,000,000	C\$ 175,000,000	C\$ 237,500,000
Merrill Lynch Canada Inc.	C\$	62,500,000	C\$ 125,000,000	C\$ 100,000,000	C\$ 175,000,000	C\$ 237,500,000
Wells Fargo Securities Canada, Ltd.	C\$	62,500,000	C\$ 125,000,000	C\$ 100,000,000	C\$ 175,000,000	C\$ 237,500,000
Deutsche Bank Securities Inc.	C\$	50,000,000	C\$ 100,000,000	C\$ 80,000,000	C\$ 140,000,000	C\$ 190,000,000
Barclays Capital Canada Inc.	C\$	37,500,000	C\$ 75,000,000	C\$ 60,000,000	C\$ 105,000,000	C\$ 142,500,000
BNP Paribas Securities Corp.	C\$	37,500,000	C\$ 75,000,000	C\$ 60,000,000	C\$ 105,000,000	C\$ 142,500,000
Goldman Sachs & Co. LLC	C\$	37,500,000	C\$ 75,000,000	C\$ 60,000,000	C\$ 105,000,000	C\$ 142,500,000
Morgan Stanley Canada Limited	C\$	37,500,000	C\$ 75,000,000	C\$ 60,000,000	C\$ 105,000,000	C\$ 142,500,000

SG Americas Securities, LLC	\$	37,500,000	\$	75,000,000	\$	60,000,000	\$	105,000,000	\$	142,500,000
BBVA Securities Inc.	\$	18,750,000	\$	37,500,000	\$	30,000,000	\$	52,500,000	\$	71,250,000
NatWest Markets Securities Inc.	\$	18,750,000	\$	37,500,000	\$	30,000,000	\$	52,500,000	\$	71,250,000
Mizuho Securities Canada Inc.	\$	6,250,000	\$	12,500,000	\$	10,000,000	\$	17,500,000	\$	23,750,000
SMBC Nikko Securities Canada, Ltd.	\$	6,250,000	\$	12,500,000	\$	10,000,000	\$	17,500,000	\$	23,750,000
Total	\$	<u>1,250,000,000</u>	\$	<u>2,500,000,000</u>	\$	<u>2,000,000,000</u>	\$	<u>3,500,000,000</u>	\$	<u>4,750,000,000</u>

AMAZON.COM, INC.

OFFICERS' CERTIFICATE ESTABLISHING THE TERMS OF NOTES

June 12, 2026

We, Antonio Masone and Susan K. Jong, the Vice President and Treasurer and the Vice President & Associate General Counsel and Secretary, respectively, of Amazon.com, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), do hereby certify in the name of and on behalf of the Company as follows:

1. The Underwriting Agreement, dated June 8, 2026, among the Company and the several underwriters named therein, in the form executed by Antonio Masone and the transactions contemplated thereby are hereby approved and ratified in all respects.
2. The Prospectus of the Company dated February 6, 2026, as supplemented by the Preliminary Prospectus Supplement dated June 8, 2026, the Free Writing Prospectus dated June 8, 2026, and the Final Prospectus Supplement dated June 8, 2026, and the offering of securities contemplated thereby, is hereby approved and ratified in all respects.
3. With reference to the Indenture entered into pursuant to the Trust Indenture Act of 1939, as amended, between the Company and Wells Fargo Bank, National Association, as indenture trustee (the "Prior Trustee") dated as of November 29, 2012 (the "Base Indenture"), as amended and supplemented by Supplemental Indenture No. 1 dated as of April 13, 2022 (the "Supplemental Indenture") and, together with the Base Indenture, the "Indenture"), among the Company, the Prior Trustee, as prior trustee, and Computershare Trust Company, National Association, as successor trustee (the "Trustee"), and the Paying Agency Agreement dated as of June 12, 2026 among the Company, the Trustee and Computershare Trust Company of Canada, this Officers' Certificate hereby establishes the terms of each series of Notes (as defined herein) pursuant to Section 2.2 of the Indenture (this "Officers' Certificate"). The undersigned have read the provisions of the Indenture relating to the establishment of the series of securities to be authenticated and delivered thereunder, including Sections 2.1, 2.2, 2.3, 10.3, and 10.4 of the Base Indenture and the definitions related thereto, as well as such other documents as they have deemed necessary or appropriate, and otherwise made such examination or investigation as is necessary, to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with. Capitalized terms used but not defined in this Officers' Certificate are used as defined in the Indenture.
4. The review of such provisions was undertaken in order to permit the undersigned to certify whether all conditions precedent (including any covenants, compliance with which constitute conditions precedent) provided for in the Indenture, for the establishment of the Notes as five separate series of securities, the form and terms of which are set forth below, and the authentication and delivery thereof have been complied with.
5. Accordingly, in the opinion of the undersigned, all conditions precedent under the Indenture to the execution, authentication, and the delivery of the Securities have been complied with.

6. There is hereby established the following series of securities of the Company for issuance under the Indenture as follows:

- (a) The titles of such series of Securities shall be the “3.400% Notes due 2029” (the “2029 Notes”), the “3.700% Notes due 2031” (the “2031 Notes”), the “4.000% Notes due 2033” (the “2033 Notes”), the “4.350% Notes due 2036” (the “2036 Notes”), and the “5.000% Notes due 2056” (the “2056 Notes” and, together with the 2029 Notes, the 2031 Notes, the 2033 Notes, and the 2036 Notes, the “Notes”).
- (b) The aggregate principal amount of the Notes that may be authenticated and delivered under the Indenture shall be C\$1,250,000,000 aggregate principal amount of the 2029 Notes, C\$2,500,000,000 aggregate principal amount of the 2031 Notes, C\$2,000,000,000 aggregate principal amount of the 2033 Notes, C\$3,500,000,000 aggregate principal amount of the 2036 Notes, and C\$4,750,000,000 aggregate principal amount of the 2056 Notes (except for Notes authenticated and delivered upon registration of, transfer of, or in exchange for, or in lieu of, other Notes pursuant to Sections 2.7, 2.8, 2.11, 3.6, and 9.6 of the Base Indenture).
- (c) Unless an earlier redemption has occurred, the principal amount of the outstanding 2029 Notes shall be payable on June 12, 2029 (the “2029 Stated Maturity”), 2031 Notes shall be payable on June 12, 2031 (the “2031 Stated Maturity”), 2033 Notes shall be payable on June 12, 2033 (the “2033 Stated Maturity”), 2036 Notes shall be payable on June 12, 2036 (the “2036 Stated Maturity”), and 2056 Notes shall be payable on June 12, 2056 (the “2056 Stated Maturity” and, together with the 2029 Stated Maturity, the 2031 Stated Maturity, the 2033 Stated Maturity, and the 2036 Stated Maturity, the “Stated Maturities”).
- (d) The 2029 Notes shall bear interest at the rate of 3.400% per annum, the 2031 Notes shall bear interest at the rate of 3.700% per annum, the 2033 Notes shall bear interest at the rate of 4.000% per annum, the 2036 Notes shall bear interest at the rate of 4.350% per annum, and the 2056 Notes shall bear interest at the rate of 5.000% per annum.
- (e) Interest on the Notes issued on the date hereof shall accrue from June 12, 2026. Interest on the Notes of each series shall be payable semi-annually in arrears each June 12 and December 12 (each, an “Interest Payment Date”), beginning on December 12, 2026, to the persons in whose names the Notes of such series are registered at the close of business on the preceding May 28 and November 27, each a record date, as the case may be, prior to the applicable Interest Payment Date, except that the Company will pay interest at the applicable Stated Maturity to the person or persons to whom principal is payable. For a full semi-annual interest period, interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. For an interest period that is not a full semi-annual

interest period, interest on the Notes will be computed on the basis of a 365-day year and the actual number of days in such interest period (Actual/Actual Canadian Compound Method).

If any date on which interest is payable on the Notes (other than the applicable Stated Maturity or any earlier date of redemption) is not a Business Day, the payment of the interest payable on that date will be made on the next day that is a Business Day, without any interest or other payment in respect of the delay, with the same force and effect as if made on the scheduled payment date. If any Stated Maturity or earlier date of redemption of the Notes is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date the payment was due and no additional interest will accrue on the amount so payable for the period from and after such Stated Maturity or such date of redemption, as the case may be.

“Business Day” means any day, other than a Saturday or Sunday, which is not a day on which banking institutions in the City of New York, Toronto, Ontario, Canada, or Vancouver, British Columbia, Canada are authorized or required by law or executive order to close.

- (f) The place or places where the principal of and interest on the Notes shall be payable or where they may be surrendered for registration of transfer or exchange shall be 3rd Floor, 510 Burrard Street, Vancouver, BC V6C 3B9, being the Corporate Trust Office of Computershare Trust Company of Canada, as Paying Agent, Registrar and Transfer Agent for the Notes, or at any other place as the Company may designate. The place or places where notices and demands to or upon the Company may be served in respect of the Notes and the Indenture shall be the Corporate Trust Office of the Trustee, or at any other place as the Company may designate.
- (g) Each series of the Notes may be redeemed, in whole at any time or in part from time to time at the Company’s option (in C\$1,000 increments, provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), prior to the applicable Par Call Date (as defined herein) (or, in the case of the 2029 Notes, prior to the 2029 Stated Maturity) (the date of such redemption, the “Make-Whole Redemption Date”), at a redemption price equal to the greater of: (i) 100% of the principal amount of the Notes to be redeemed, and (ii) the Canada Yield Price, plus, in either case, accrued and unpaid interest thereon, if any, to, but not including, the applicable Make-Whole Redemption Date.

On or after the applicable Par Call Date, the Company may redeem each series of the Notes (other than the 2029 Notes), in whole at any time or in part from time to time (in C\$1,000 increments, provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), at a redemption price equal to 100% of the principal

amount of the Notes being redeemed, plus accrued and unpaid interest thereon to, but not including, the redemption date (such date, and any Make-Whole Redemption Date, a “Redemption Date”).

The Company shall be responsible for calculating the applicable redemption price.

Notwithstanding the foregoing, installments of interest on Notes that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the Interest Payment Date to the registered Holders as of the close of business on the relevant record date according to the Notes and the Indenture.

If money sufficient to pay the redemption price of and accrued interest on the series of Notes (or portions thereof) to be redeemed on the Redemption Date is deposited with the Trustee or the Paying Agent on or before 11:00 a.m. New York City time on the Redemption Date and certain other conditions are satisfied, then on and after the Redemption Date, interest will cease to accrue on such Notes (or such portion thereof) called for redemption and such Notes will cease to be outstanding. If any Redemption Date is not a Business Day, the Company will pay the redemption price on the next Business Day without any additional interest or other payment due to the delay.

“Canada Yield Price” means, in respect of any Notes being redeemed, the price, in respect of the principal amount of such Notes, calculated by the Company as of the third Business Day prior to the Redemption Date of such Notes, equal to the sum of the present values of the Remaining Scheduled Payments using a discount rate equal to the Government of Canada Yield on such Business Day plus (i) 10 basis points for the 2029 Notes, (ii) 12.5 basis points for the 2031 Notes, (iii) 16 basis points for the 2033 Notes, (iv) 20 basis points for the 2036 Notes, and (v) 27.5 basis points for the 2056 Notes.

“Government of Canada Yield” means, on any date, the bid-side yield to maturity on such date as determined by the arithmetic average (rounded to three decimal places) of the yields quoted at 10:00 a.m. (Toronto time) by any two investment dealers in Canada selected by the Company, assuming semi-annual compounding and calculated in accordance with generally accepted financial practice, which a non-callable Government of Canada bond would carry if issued in CAD in Canada at 100% of its principal amount on such date with a term to maturity that most closely approximates the remaining term to the applicable Par Call Date (or, in the case of the 2029 Notes, the 2029 Stated Maturity).

“Par Call Date” means, in the case of the 2031 Notes, May 12, 2031 (the date that is one month prior to the 2031 Stated Maturity), in the case of the

2033 Notes, April 12, 2033 (the date that is two months prior to the 2033 Stated Maturity), in the case of the 2036 Notes, March 12, 2036 (the date that is three months prior to the 2036 Stated Maturity), and, in the case of the 2056 Notes, December 12, 2055 (the date that is six months prior to the 2056 Stated Maturity).

“Remaining Scheduled Payments” means, with respect to each Note to be redeemed, the remaining scheduled payments of principal of and interest on each Note that would be due after the related Redemption Date if the Note were redeemed on the applicable Par Call Date (or, in the case of the 2029 Notes, the 2029 Stated Maturity). If the Redemption Date is not an interest payment date with respect to a Note, the amount of the next succeeding scheduled interest payment on each Note will be reduced by the amount of interest accrued on such Note to, but excluding, the Redemption Date.

The Company’s actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption shall be mailed or electronically delivered (or otherwise transmitted in accordance with the depository’s procedures) at least 10 days but not more than 60 days before the Redemption Date to each Holder of Notes to be redeemed.

In the case of a partial redemption, a selection of the Notes for redemption will be made pro rata, by lot or by such other method as the Paying Agent in its sole discretion deems appropriate and fair. No Notes of a principal amount of C\$1,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to the Note will state the portion of the principal amount of the Note to be redeemed. A new Note in a principal amount equal to the unredeemed portion of the Note will be issued in the name of the Holder of the Note upon surrender for cancellation of the original Note. For so long as the Notes are held by CDS Clearing and Depository Services Inc. (or another depository), the redemption of the Notes shall be done in accordance with the policies and procedures of the depository.

Unless the Company defaults in payment of the redemption price, on and after the Redemption Date interest will cease to accrue on the Notes, or portions thereof, called for redemption.

Notice of any redemption of the Notes in connection with a transaction or an event may, at the Company’s discretion, be given prior to the completion or the occurrence thereof. Any redemption or notice may, at the Company’s discretion, be subject to one or more conditions precedent, including, but not limited to, completion or occurrence of a related transaction or event. At the Company’s discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption

may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date, or by the Redemption Date as so delayed. The Company shall provide written notice to the Trustee and the Paying Agent prior to the close of business two Business Days prior to the Redemption Date if any such redemption has been rescinded or delayed, and upon receipt the Paying Agent shall provide such notice to each Holder of the Notes subject to such redemption notice in the same manner in which the notice of redemption was given.

- (h) The Company shall, subject to the exceptions and limitations set forth in Section 7 of the form of Note of each Note, pay as additional interest on the Notes such additional amounts as are necessary in order that the net payment by the Company or a paying agent of the principal, premium, if any, and interest with respect to the Notes to a beneficial owner, after withholding or deduction for any present or future tax, assessment, or other governmental charge imposed by the United States or a taxing authority in the United States or any jurisdiction in which the Company (or any successor) is organized or resident for tax purposes (each, a “Tax Jurisdiction”) shall not be less than the amount provided in the Notes to be then due and payable.
- (i) If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the relevant Tax Jurisdiction or any change in, or amendments to, an official position regarding the application, interpretation, administration, or enforcement thereof (including by virtue of any action taken by a taxing authority, a holding, judgment, or order by a court of competent jurisdiction (whether or not such action was taken or brought with respect to the Company), or a change in published administrative practice) that is announced and/or becomes effective on or after June 8, 2026 (or, if the Tax Jurisdiction is not the United States, after the date such Tax Jurisdiction became a Tax Jurisdiction), based upon a written opinion of independent counsel selected by the Company, the Company shall become obligated to pay additional amounts pursuant to Section 6(h) with respect to the Notes of any series, then the Company may at any time at its option redeem, in whole, but not in part, the Notes of such series on not less than 10 nor more than 90 days’ prior notice, at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest, if any (including, for the avoidance of doubt, any additional amounts), on the Notes of such series to be redeemed to, but not including, the redemption date.

The Company will not give any such notice of redemption of Notes earlier than 90 days prior to the earliest date on which the Company would be obligated to pay additional amounts if a payment in respect of the Notes was then due, and the law giving rise to the obligation to pay additional amounts (whether the obligation to withhold is then effective or will

become effective after the notice) must be in effect at the time such notice is given.

- (j) The Notes shall be issuable in minimum denominations of C\$2,000 and in multiples of C\$1,000 in excess thereof.
- (k) There is no sinking fund for the Notes.
- (l) The Notes shall be issued in the form of one or more Global Securities.
- (m) The Depositary shall be CDS Clearing and Depository Services Inc. ("CDS")
- (n) Notes will be issued in fully registered, certificated form, registered in the names of persons other than CDS or its nominee only if (i) the book-entry only system ceases to exist, (ii) the Company determines that CDS is no longer willing or able to discharge properly its responsibilities as depositary with respect to the Notes and the Company is unable to locate a qualified successor, (iii) the Company, at its option, elects to terminate the record book-entry system through CDS, (iv) required by law or (v) an event of default under the Indenture with respect to the Notes has occurred and is continuing.

If certificated Notes are issued under the limited circumstances described above, then: (i) registration of transfers or exchanges of certificated Notes may be made by delivery of those certificated Notes, duly endorsed or accompanied by instruments of transfer duly endorsed, by the registered Holders thereof, at the office of a Registrar for the Notes, and (ii) the Company will make payments of principal and the redemption price, if any, thereof upon presentation of the certificated Notes at the office of a Paying Agent for the Notes.

At the Company's option, payments of interest on certificated Notes other than Global Securities, if issued, due on any Interest Payment Date (other than on a Stated Maturity or a Redemption Date) may be made by check mailed to the addresses of the persons entitled thereto as such addresses shall appear in the register of Notes or by wire transfer to the accounts of the Holders of such certificated Notes if appropriate wire transfer instructions have been received in writing by the Paying Agent not less than 15 days prior to the applicable interest payment date. Notwithstanding the foregoing, the Company will make payments of interest on any Interest Payment Date (other than on a Stated Maturity or a Redemption Date) to each registered Holder of C\$10,000,000 or more in aggregate principal amount of certificated Notes by wire transfer if the applicable registered Holder has delivered appropriate wire transfer instructions in writing to the Paying Agent not less than 15 days prior to the applicable Interest Payment Date. Any wire transfer instructions

received by the Paying Agent shall remain in effect until revoked by the applicable registered Holder.

- (o) The provisions of Section 8.1 of the Base Indenture shall apply to the Notes.
- (p) The Notes shall be Unrestricted Securities and shall be registered with the Securities and Exchange Commission pursuant to a registration statement on Form S-3 under the Securities Act of 1933, as amended.
- (q) The principal of and interest on the Notes shall be payable only in CAD; provided that if CAD are unavailable to the Company due to the imposition of exchange controls or other circumstances beyond its control, then all payments in respect of the Notes shall be made in Dollars until CAD are again available to the Company.
- (r) The Notes shall not be convertible into common stock of the Company.
- (s) The term “C\$” or “CAD” means the lawful currency of Canada.
- (t) The terms of the 2029 Notes, the 2031 Notes, the 2033 Notes, the 2036 Notes, and the 2056 Notes shall include such other terms as set forth in the form of 2029 Note, form of 2031 Note, form of 2033 Note, form of 2036 Note, and form of 2056 Note, respectively, attached hereto as Exhibits A, B, C, D, and E (each, a “form of Note” and, collectively, the “forms of Notes”).

7. This Officers’ Certificate and any other documents delivered in connection with this transaction shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law; (ii) an original manual signature; or (iii) a scanned manual signature. Each electronic signature or scanned manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon and shall have no liability with respect to a scanned or other electronic signature of any party and shall have no duty to investigate, confirm, or otherwise verify the validity or authenticity thereof. This Officers’ Certificate may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of the date first written above.

AMAZON.COM, INC.

By: /s/ Antonio Masone
Name: Antonio Masone
Title: Vice President and Treasurer

By: /s/ Susan K. Jong
Name: Susan K. Jong
Title: Vice President & Associate General Counsel and Secretary

[Signature Page to the Officers' Certificate (Indenture)]

Exhibit A

Form of 2029 Note

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") TO AMAZON.COM, INC. (THE "ISSUER") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.

EXCEPT IN THE PROVINCE OF MANITOBA, UNLESS PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS NOTE MUST NOT TRADE THE NOTE BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) JUNE 12, 2026, AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY OF CANADA.

IN THE PROVINCE OF MANITOBA, UNLESS OTHERWISE PERMITTED UNDER APPLICABLE CANADIAN SECURITIES LAWS OR WITH THE PRIOR WRITTEN CONSENT OF THE APPLICABLE REGULATOR, THE HOLDER OF THIS NOTE MUST NOT TRADE THE NOTE BEFORE THE DATE THAT IS TWELVE MONTHS AND A DAY AFTER THE DATE THE PURCHASER ACQUIRED THE NOTE.

AMAZON.COM, INC.
3.400% Notes due 2029

No.

CUSIP No. 023135DU7
ISIN No. CA023135DU78
C\$

AMAZON.COM, INC., a Delaware corporation (the “Issuer”), for value received promises to pay to CDS & Co. or registered assigns the principal sum of on June 12, 2029 (the “Stated Maturity”).

Interest Payment Dates: June 12 and December 12 of each year (each, an “Interest Payment Date”), commencing on December 12, 2026.

Interest Record Dates: May 28 and November 27 (each, a “Regular Record Date”).

Reference is made to the further provisions of this Note contained herein (the “Note”), which will for all purposes have the same effect as if set forth at this place.

Signature Page Follows

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

AMAZON.COM, INC.

By: _____
Name:
Title:

[Signature Page to Global Note]

CERTIFICATE OF AUTHENTICATION

This is one of the Notes of the series designated therein described in the within-mentioned Indenture.

Dated: June 12, 2026.

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Registrar and Authentication Agent

By: _____
Authorized Signatory

[Signature Page to Global Note]

(REVERSE OF NOTE)

AMAZON.COM, INC.
3.400% Notes due 2029

1. Interest.

Amazon.com, Inc. (the “Issuer”) promises to pay interest on the principal amount of this Note at the rate per annum described above. Cash interest on the Notes will accrue from the most recent date to which interest has been paid; or, if no interest has been paid, from June 12, 2026. Interest on this Note will be paid to but excluding the relevant Interest Payment Date or on such earlier date as the principal amount shall become due in accordance with the provisions hereof. The Issuer will pay interest semi-annually in arrears on each Interest Payment Date, beginning on December 12, 2026, to the persons in whose names the Notes are registered at the close of business on the preceding Regular Record Date.

For a full semi-annual interest period, interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. For an interest period that is not a full semi-annual interest period, interest on the Notes will be computed on the basis of a 365-day year and the actual number of days in such interest period (Actual/Actual Canadian Compound Method).

Solely for the purposes of disclosure under the Interest Act (Canada), the yearly rate of interest to which the rate used in such computation is equivalent during any particular period is the rate so used (x) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (y) divided by the number of days based on which such rate is calculated.

If any Interest Payment Date is not a Business Day, the payment of the interest payable on that date will be made on the next day that is a Business Day, without any interest or other payment in respect of the delay, with the same force and effect as if made on the scheduled Interest Payment Date. If the Stated Maturity or other payment date with respect to the Notes is not a Business Day, the required payment of principal, premium, if any, or interest will be due on the next succeeding Business Day as if made on the date that such payment was due, and no additional interest will accrue on that payment for the period from and after that Stated Maturity or other payment date, as the case may be, to the date of that payment on the next succeeding Business Day.

All payments on the Notes shall be payable in CAD; provided that if CAD are unavailable to the Issuer due to the imposition of exchange controls or other circumstances beyond its control, then all payments in respect of the Notes shall be made in U.S. Dollars until CAD are again available to the Issuer.

The amount payable on any date in CAD shall be converted into U.S. Dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second Business Day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the most recent U.S. Dollar/CAD exchange rate published in The Wall Street Journal on or prior to the second Business Day prior to the relevant payment date. Any payment in respect of the Notes of this series so made in U.S. Dollars shall not constitute an event of default under the Notes or the Indenture. Neither the Trustee nor the Paying Agent shall have any responsibility for any calculation or conversion in connection with the foregoing.

The Issuer shall pay interest on overdue principal from time to time on demand at the rate borne by the Notes and at the same rate on overdue installments of interest (without regard to any applicable grace periods) to the extent lawful from the dates such amounts are due until such amounts are paid or made available for payment.

The term “C\$” or “CAD” means the lawful currency of Canada.

“**Business Day**” means any day, other than a Saturday or Sunday, which is not a day on which banking institutions in the City of New York, Toronto, Ontario, Canada, or Vancouver, British Columbia, Canada are authorized or required by law or executive order to close.

2. Paying Agent, Registrar, and Transfer Agent.

Initially, Computershare Trust Company of Canada will act as Paying Agent, Registrar, and Transfer Agent. The Issuer may change any Paying Agent, Registrar, or Transfer Agent without notice to the Holders. Payment of the principal, premium, if any, and interest on the Notes of this series will be made at the office or agency maintained for that purpose in Canada (initially the corporate trust office of the Paying Agent).

3. Indenture; Defined Terms.

This Note is one of the 3.400% Notes due 2029 (the “Notes”) issued under the Indenture dated as of November 29, 2012 (the “Base Indenture”) by and between the Issuer and Wells Fargo Bank, National Association, as trustee (the “Prior Trustee”), as amended and supplemented by the Supplemental Indenture No. 1 dated as of April 13, 2022 by and between the Issuer, the Prior Trustee, as prior trustee, and Computershare Trust Company, National Association, as successor trustee (the “Supplemental Indenture” and, together with the Base Indenture, the “Indenture”), and the Officers’ Certificate dated as of June 12, 2026 establishing the terms of the Notes pursuant to Section 2.2 of the Base Indenture (the “Officers’ Certificate”). This Note is a “Security” and the Notes are “Securities” under the Indenture.

For purposes of this Note, unless otherwise defined herein, capitalized terms herein are used as defined in the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S.C. §§77aaa-77bbb) (the “TIA”), as in effect on the date on which the Indenture was qualified under the TIA. Notwithstanding anything to the contrary herein, the Notes are subject to all such terms, and Holders of Notes are referred to the Indenture and the TIA for a statement of them. To the extent the terms of the Indenture and this Note are inconsistent, the terms of the Indenture shall govern.

4. Denominations; Transfer; Exchange.

The Notes are in registered form, without coupons, in denominations of C\$2,000 and multiples of C\$1,000 in excess thereof. Where the Notes are presented to the Registrar or a co-registrar with a request to register a transfer or to exchange them for an equal principal amount of Notes, the Registrar shall register the transfer or make the exchange if the requirements for such transactions set forth in the Indenture are met. The Issuer may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith as permitted by the Indenture. Neither the Issuer nor the Registrar shall be required (a) to issue, register the transfer of, or exchange the Notes for the period beginning at the opening of business fifteen days immediately preceding the delivery of a notice of redemption of the Notes selected for redemption and ending at the close of business on the day of such delivery, or (b) to register the transfer of or exchange the Notes selected, called or being called for redemption as a whole or the portion being redeemed of any such Notes selected, called or being called for redemption in part.

5. Amendment; Modification; Waiver.

The Indenture and the Notes may be amended or supplemented, and waivers may be obtained in accordance with the terms of the Indenture.

The Holders of a majority in principal amount of the Notes may waive any existing or past Default or Event of Default with respect to the Notes. Those Holders may not, however, waive any Default or Event of Default in any payment on the Notes.

Any amendment, supplement or waiver to the Notes made with the consent of Holders of the Notes, shall be made with respect to the Notes only, and not any other series of Securities.

6. Optional Redemption.

The Issuer may redeem the Notes, in whole at any time or in part from time to time, prior to the Stated Maturity (the date of such redemption, the “Redemption Date”) at its option (in C\$1,000 increments, provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), at a redemption price equal to the greater of: (i) 100% of the principal amount of the Notes to be redeemed, and (ii) the Canada Yield Price, plus, in either case, accrued and unpaid interest thereon, if any, to, but not including, the Redemption Date.

The Issuer shall be responsible for calculating the applicable redemption price.

If money sufficient to pay the redemption price of and accrued interest on the Notes (or portions thereof) to be redeemed on the Redemption Date is deposited with the Trustee or the Paying Agent on or before 11:00 a.m. New York City time on the Redemption Date and certain other conditions are satisfied, then on and after the Redemption Date, interest will cease to accrue on such Notes (or such portion thereof) called for redemption and such Notes will cease to be outstanding. If any Redemption Date is not a Business Day, the Issuer will pay the redemption price on the next Business Day without any additional interest or other payment due to the delay.

“Canada Yield Price” means, in respect of any Notes being redeemed, the price, in respect of the principal amount of such Notes, calculated by us as of the third business day prior to the Redemption Date of such Notes, equal to the sum of the present values of the Remaining Scheduled Payments using a discount rate equal to the Government of Canada Yield on such business day plus 10 basis points.

“Government of Canada Yield” means, on any date, the bid-side yield to maturity on such date as determined by the arithmetic average (rounded to three decimal places) of the yields quoted at 10:00 a.m. (Toronto time) by any two investment dealers in Canada selected by the Issuer, assuming semi-annual compounding and calculated in accordance with generally accepted financial practice, which a non-callable Government of Canada bond would carry if issued in CAD in Canada at 100% of its principal amount on such date with a term to maturity that most closely approximates the remaining term to the Stated Maturity.

“Remaining Scheduled Payments” means, with respect to each Note to be redeemed, the remaining scheduled payments of principal of and interest on each Note that would be due after the related Redemption Date if the Note were redeemed on the Stated Maturity. If the Redemption Date is not an interest payment date with respect to a Note, the amount of the next succeeding scheduled interest payment on each Note will be reduced by the amount of interest accrued on such Note to, but excluding, the Redemption Date.

The Issuer’s actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption shall be mailed or electronically delivered (or otherwise transmitted in accordance with the Depositary’s procedures) at least 10 days but not more than 60 days before the Redemption Date to each holder of Notes to be redeemed.

In the case of a partial redemption, a selection of the Notes for redemption shall be made pro rata, by lot or by such other method as the Paying Agent in its sole discretion deems appropriate and fair. No Notes of a principal amount of C\$1,000 or less shall be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to the Note shall state the portion of the principal amount of the Note to be redeemed. A new Note in a principal amount equal to the unredeemed portion of the Note shall be issued in the name of the holder of the Note upon surrender for cancellation of the original note.

For so long as the Notes are held by CDS Clearing and Depository Services Inc. (or another depository), the redemption of the Notes shall be done in accordance with the policies and procedures of the Depository.

Unless the Issuer defaults in payment of the redemption price, on and after the Redemption Date interest will cease to accrue on the Notes, or portions thereof, called for redemption.

Notice of any redemption of the Notes in connection with a transaction or an event may, at the Issuer's discretion, be given prior to the completion or the occurrence thereof. Any redemption or notice may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion or occurrence of a related transaction or event. At the Issuer's discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date, or by the Redemption Date as so delayed. The Issuer shall provide written notice to the Trustee and the Paying Agent prior to the close of business two Business Days prior to the Redemption Date if any such redemption has been rescinded or delayed, and upon receipt the Paying Agent shall provide such notice to each Holder of the Notes subject to such redemption notice in the same manner in which the notice of redemption was given.

7. Payment of Additional Amounts.

Subject to the exceptions and limitations set forth below, the Issuer shall pay as additional interest on the Notes such additional amounts as are necessary in order that the net payment by the Issuer or a paying agent of the principal, premium, if any, and interest with respect to the Notes to a beneficial owner, after withholding or deduction for any present or future tax, assessment, or other governmental charge imposed by the United States or a taxing authority in the United States or any jurisdiction in which the Company (or any successor) is organized or resident for tax purposes (each, a "Tax Jurisdiction") shall not be less than the amount provided in the Notes to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts will not apply:

- (i) to any tax, assessment, or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such Holder holds such Note) or a fiduciary, settlor, beneficiary, member, or shareholder of the Holder, or a person holding a power over an estate or trust administered by a fiduciary holder, being treated as:
 - a. being or having been present in, or engaged in a trade or business in, the relevant Tax Jurisdiction, being treated as having been present in, or engaged in a trade or business in, the relevant Tax Jurisdiction, or having or having had a permanent establishment in the United States;
 - b. having a current or former connection with the relevant Tax Jurisdiction (other than a connection arising solely as a result of the ownership of the Notes, the receipt of any payment in respect of the Notes, or the enforcement of any rights under the indenture), including being or having been a citizen or resident of the United States or treated as being or having been a resident thereof;
 - c. being or having been a personal holding company, a passive foreign investment company, or a controlled foreign corporation for U.S. federal income tax purposes, a foreign tax exempt organization, or a corporation that has accumulated earnings to avoid United States federal income tax;
 - d. being or having been a "10-percent shareholder", as defined in section 871(h)(3) of the Code, or any successor provision, of us; or
 - e. being or having been a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, within the meaning of section 881(c)(3) of the Code or any successor provision;

- (ii) to any Holder that is not the sole beneficial owner of the Notes, or a portion of the Notes, or that is a fiduciary, partnership, or limited liability company, but only to the extent that a beneficiary or settlor with respect to the fiduciary, a beneficial owner, or member of the partnership or limited liability company would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner, or member received directly its beneficial or distributive share of the payment;
- (iii) to any tax, assessment, or other governmental charge that would not have been imposed but for the failure of the holder, beneficial owner, or any other person to comply with certification, identification, or information reporting requirements concerning the nationality, residence, identity, or connection with the United States of the holder or beneficial owner of the Notes, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from such tax, assessment, or other governmental charge (including, for the avoidance of doubt, any backup withholding tax imposed pursuant to Section 3406 of the Code (or any amended or successor provision) (relating to backup withholding tax));
- (iv) to any tax, assessment, or other governmental charge that is imposed otherwise than by withholding by the Issuer or a paying agent from the payment;
- (v) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains, or personal property tax or similar tax, assessment, or other governmental charge;
- (vi) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the holder of any Note, where presentation is required, for payment on a date more than 10 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;
- (vii) to any tax, assessment, or other governmental charge required to be withheld or deducted that is imposed on a payment pursuant to Sections 1471 through 1474 of the Code (or any amended or successor version of such Sections that is substantively comparable and not materially more onerous to comply with), any U.S. Treasury regulations promulgated thereunder, or any other official interpretations thereof (collectively, “FATCA”), any agreement (including any intergovernmental agreement) entered into in connection therewith, or any law, regulation, or other official guidance enacted in any jurisdiction implementing FATCA or an intergovernmental agreement in respect of FATCA;
- (viii) to any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;
- (ix) to any tax, assessment, or other governmental charge imposed by reason of the failure of the beneficial owner to fulfill the statement requirements of Section 871(h) or Section 881(c) of the Code;
- (x) to any tax imposed pursuant to Section 871(h)(6) or 881(c)(6) of the Code (or any amended or successor provisions); or
- (xi) to any tax imposed as a result of any combination of items (i) through (x).

Except as specifically provided above, the Issuer shall not be required to pay additional amounts in respect of any tax, assessment, or other governmental charge. References in this Note to any payment on the Notes shall include the related payment of additional amounts, as applicable.

As used herein, the term “United States” means the United States of America, any state thereof, and the District of Columbia.

8. Redemption for Tax Reasons

If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the relevant Tax Jurisdiction or any change in, or amendments to, an official position regarding the application, interpretation, administration, or enforcement thereof (including by virtue of any action taken by a taxing authority, a holding, judgment, or order by a court of competent jurisdiction (whether or not such action was taken or brought with respect to the Issuer), or a change in published administrative practice) that is announced and/or becomes effective on or after June 8, 2026 (or, if the Tax Jurisdiction is not the United States, after the date such Tax Jurisdiction became a Tax Jurisdiction), based upon a written opinion of independent counsel selected by the Issuer, the Issuer shall become obligated to pay additional amounts pursuant to Section 7, then the Issuer may at any time at its option redeem, in whole, but not in part, the Notes on not less than 10 nor more than 90 days' prior notice, at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest, if any (including, for the avoidance of doubt, any additional amounts), on the Notes to be redeemed to, but not including, the redemption date.

The Issuer will not give any such notice of redemption of Notes earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay additional amounts if a payment in respect of the Notes was then due, and the law giving rise to the obligation to pay additional amounts (whether the obligation to withhold is then effective or will become effective after the notice) must be in effect at the time such notice is given.

9. Defaults and Remedies.

If an Event of Default occurs and is continuing (other than an Event of Default referred to in Section 6.1(e) or (f) of the Base Indenture), the Trustee or the Holders of at least 25% in principal amount of the Notes may require the Issuer to pay immediately the principal amount plus accrued and unpaid interest on such Securities. If an Event of Default referred to in Section 6.1(e) or (f) of the Base Indenture occurs, the principal amount plus accrued and unpaid interest on such Series of Securities will become immediately due and payable without any action on the part of the Trustee or any Holder.

The Indenture permits, subject to certain limitations therein provided, Holders of a majority in principal amount of the outstanding Notes to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Notes.

10. Authentication.

This Note shall not be valid until the Trustee or an authenticating agent manually signs the certificate of authentication on this Note.

11. Abbreviations and Defined Terms.

Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

12. CUSIP Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Notes as a convenience to the Holders of the Notes. No representation is made as to the accuracy of such numbers as printed on the Notes and reliance may be placed only on the other identification numbers printed hereon.

13. Governing Law.

The laws of the State of New York shall govern the Indenture and this Note without regard to conflicts of laws principles thereof.

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Name and address of Assignee, including Zip code, must be printed or typewritten)

the within Note, and all rights thereunder, hereby irrevocably, constituting and appointing

to transfer the said Note on the books of Amazon.com, Inc. with full power of substitution in the premises.

Dated: _____

Signature

Signature must be guaranteed

Signature

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the United States Securities Exchange Act of 1934, as amended.

SCHEDULE OF EXCHANGES OF NOTES

The following exchanges of a part of this Global Security for certificated Notes or a part of another Global Security have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease or increase	Signature of authorized officer of Trustee

Exhibit B

Form of 2031 Note

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") TO AMAZON.COM, INC. (THE "ISSUER") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.

EXCEPT IN THE PROVINCE OF MANITOBA, UNLESS PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS NOTE MUST NOT TRADE THE NOTE BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) JUNE 12, 2026, AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY OF CANADA.

IN THE PROVINCE OF MANITOBA, UNLESS OTHERWISE PERMITTED UNDER APPLICABLE CANADIAN SECURITIES LAWS OR WITH THE PRIOR WRITTEN CONSENT OF THE APPLICABLE REGULATOR, THE HOLDER OF THIS NOTE MUST NOT TRADE THE NOTE BEFORE THE DATE THAT IS TWELVE MONTHS AND A DAY AFTER THE DATE THE PURCHASER ACQUIRED THE NOTE.

AMAZON.COM, INC.
3.700% Notes due 2031

No.

CUSIP No. 023135DV5
ISIN No. CA023135DV51
C\$

AMAZON.COM, INC., a Delaware corporation (the “Issuer”), for value received promises to pay to CDS & Co. or registered assigns the principal sum of _____ on June 12, 2031 (the “Stated Maturity”).

Interest Payment Dates: June 12 and December 12 of each year (each, an “Interest Payment Date”), commencing on December 12, 2026.

Interest Record Dates: May 28 and November 27 (each, a “Regular Record Date”).

Reference is made to the further provisions of this Note contained herein (the “Note”), which will for all purposes have the same effect as if set forth at this place.

Signature Page Follows

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

AMAZON.COM, INC.

By: _____
Name:
Title:

[Signature Page to Global Note]

CERTIFICATE OF AUTHENTICATION

This is one of the Notes of the series designated therein described in the within-mentioned Indenture.

Dated: June 12, 2026.

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Registrar and Authentication Agent

By: _____
Authorized Signatory

[Signature Page to Global Note]

(REVERSE OF NOTE)

AMAZON.COM, INC.
3.700% Notes due 2031

1. Interest.

Amazon.com, Inc. (the “Issuer”) promises to pay interest on the principal amount of this Note at the rate per annum described above. Cash interest on the Notes will accrue from the most recent date to which interest has been paid; or, if no interest has been paid, from June 12, 2026. Interest on this Note will be paid to but excluding the relevant Interest Payment Date or on such earlier date as the principal amount shall become due in accordance with the provisions hereof. The Issuer will pay interest semi-annually in arrears on each Interest Payment Date, beginning on December 12, 2026, to the persons in whose names the Notes are registered at the close of business on the preceding Regular Record Date.

For a full semi-annual interest period, interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. For an interest period that is not a full semi-annual interest period, interest on the Notes will be computed on the basis of a 365-day year and the actual number of days in such interest period (Actual/Actual Canadian Compound Method).

Solely for the purposes of disclosure under the Interest Act (Canada), the yearly rate of interest to which the rate used in such computation is equivalent during any particular period is the rate so used (x) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (y) divided by the number of days based on which such rate is calculated.

If any Interest Payment Date is not a Business Day, the payment of the interest payable on that date will be made on the next day that is a Business Day, without any interest or other payment in respect of the delay, with the same force and effect as if made on the scheduled Interest Payment Date. If the Stated Maturity or other payment date with respect to the Notes is not a Business Day, the required payment of principal, premium, if any, or interest will be due on the next succeeding Business Day as if made on the date that such payment was due, and no additional interest will accrue on that payment for the period from and after that Stated Maturity or other payment date, as the case may be, to the date of that payment on the next succeeding Business Day.

All payments on the Notes shall be payable in CAD; provided that if CAD are unavailable to the Issuer due to the imposition of exchange controls or other circumstances beyond its control, then all payments in respect of the Notes shall be made in U.S. Dollars until CAD are again available to the Issuer.

The amount payable on any date in CAD shall be converted into U.S. Dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second Business Day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the most recent U.S. Dollar/CAD exchange rate published in The Wall Street Journal on or prior to the second Business Day prior to the relevant payment date. Any payment in respect of the Notes of this series so made in U.S. Dollars shall not constitute an event of default under the Notes or the Indenture. Neither the Trustee nor the Paying Agent shall have any responsibility for any calculation or conversion in connection with the foregoing.

The Issuer shall pay interest on overdue principal from time to time on demand at the rate borne by the Notes and at the same rate on overdue installments of interest (without regard to any applicable grace periods) to the extent lawful from the dates such amounts are due until such amounts are paid or made available for payment.

The term “C\$” or “CAD” means the lawful currency of Canada.

“Business Day” means any day, other than a Saturday or Sunday, which is not a day on which banking institutions in the City of New York, Toronto, Ontario, Canada, or Vancouver, British Columbia, Canada are authorized or required by law or executive order to close.

2. Paying Agent, Registrar, and Transfer Agent.

Initially, Computershare Trust Company of Canada will act as Paying Agent, Registrar, and Transfer Agent. The Issuer may change any Paying Agent, Registrar, or Transfer Agent without notice to the Holders. Payment of the principal, premium, if any, and interest on the Notes of this series will be made at the office or agency maintained for that purpose in Canada (initially the corporate trust office of the Paying Agent).

3. Indenture; Defined Terms.

This Note is one of the 3.700% Notes due 2031 (the “Notes”) issued under the Indenture dated as of November 29, 2012 (the “Base Indenture”) by and between the Issuer and Wells Fargo Bank, National Association, as trustee (the “Prior Trustee”), as amended and supplemented by the Supplemental Indenture No. 1 dated as of April 13, 2022 by and between the Issuer, the Prior Trustee, as prior trustee, and Computershare Trust Company, National Association, as successor trustee (the “Supplemental Indenture” and, together with the Base Indenture, the “Indenture”), and the Officers’ Certificate dated as of June 12, 2026 establishing the terms of the Notes pursuant to Section 2.2 of the Base Indenture (the “Officers’ Certificate”). This Note is a “Security” and the Notes are “Securities” under the Indenture.

For purposes of this Note, unless otherwise defined herein, capitalized terms herein are used as defined in the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S.C. §§77aaa-77bbb) (the “TIA”), as in effect on the date on which the Indenture was qualified under the TIA. Notwithstanding anything to the contrary herein, the Notes are subject to all such terms, and Holders of Notes are referred to the Indenture and the TIA for a statement of them. To the extent the terms of the Indenture and this Note are inconsistent, the terms of the Indenture shall govern.

4. Denominations; Transfer; Exchange.

The Notes are in registered form, without coupons, in denominations of C\$2,000 and multiples of C\$1,000 in excess thereof. Where the Notes are presented to the Registrar or a co-registrar with a request to register a transfer or to exchange them for an equal principal amount of Notes, the Registrar shall register the transfer or make the exchange if the requirements for such transactions set forth in the Indenture are met. The Issuer may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith as permitted by the Indenture. Neither the Issuer nor the Registrar shall be required (a) to issue, register the transfer of, or exchange the Notes for the period beginning at the opening of business fifteen days immediately preceding the delivery of a notice of redemption of the Notes selected for redemption and ending at the close of business on the day of such delivery, or (b) to register the transfer of or exchange the Notes selected, called or being called for redemption as a whole or the portion being redeemed of any such Notes selected, called or being called for redemption in part.

5. Amendment; Modification; Waiver.

The Indenture and the Notes may be amended or supplemented, and waivers may be obtained in accordance with the terms of the Indenture.

The Holders of a majority in principal amount of the Notes may waive any existing or past Default or Event of Default with respect to the Notes. Those Holders may not, however, waive any Default or Event of Default in any payment on the Notes.

Any amendment, supplement or waiver to the Notes made with the consent of Holders of the Notes, shall be made with respect to the Notes only, and not any other series of Securities.

6. Optional Redemption.

The Issuer may redeem the Notes, in whole at any time or in part from time to time, prior to May 12, 2031 (the “Par Call Date”) (the date of such redemption, the “Make-Whole Redemption Date”) at its option (in C\$1,000 increments, provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), at a redemption price equal to the greater of: (i) 100% of the principal amount of the Notes to be redeemed, and (ii) the Canada Yield Price, plus, in either case, accrued and unpaid interest thereon, if any, to, but not including, the Make-Whole Redemption Date.

On or after the Par Call Date, the Issuer may redeem the Notes, in whole at any time or in part from time to time (in C\$1,000 increments, provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest thereon to, but not including, the redemption date (such date, and any Make-Whole Redemption Date, a “Redemption Date”).

The Issuer shall be responsible for calculating the applicable redemption price.

If money sufficient to pay the redemption price of and accrued interest on the Notes (or portions thereof) to be redeemed on the Redemption Date is deposited with the Trustee or the Paying Agent on or before 11:00 a.m. New York City time on the Redemption Date and certain other conditions are satisfied, then on and after the Redemption Date, interest will cease to accrue on such Notes (or such portion thereof) called for redemption and such Notes will cease to be outstanding. If any Redemption Date is not a Business Day, the Issuer will pay the redemption price on the next Business Day without any additional interest or other payment due to the delay.

“Canada Yield Price” means, in respect of any Notes being redeemed, the price, in respect of the principal amount of such Notes, calculated by us as of the third business day prior to the Redemption Date of such Notes, equal to the sum of the present values of the Remaining Scheduled Payments using a discount rate equal to the Government of Canada Yield on such business day plus 12.5 basis points.

“Government of Canada Yield” means, on any date, the bid-side yield to maturity on such date as determined by the arithmetic average (rounded to three decimal places) of the yields quoted at 10:00 a.m. (Toronto time) by any two investment dealers in Canada selected by the Issuer, assuming semi-annual compounding and calculated in accordance with generally accepted financial practice, which a non-callable Government of Canada bond would carry if issued in CAD in Canada at 100% of its principal amount on such date with a term to maturity that most closely approximates the remaining term to the Par Call Date.

“Remaining Scheduled Payments” means, with respect to each Note to be redeemed, the remaining scheduled payments of principal of and interest on each Note that would be due after the related Redemption Date if the Note were redeemed on the Par Call Date. If the Redemption Date is not an interest payment date with respect to a Note, the amount of the next succeeding scheduled interest payment on each Note will be reduced by the amount of interest accrued on such Note to, but excluding, the Redemption Date.

The Issuer’s actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption shall be mailed or electronically delivered (or otherwise transmitted in accordance with the Depositary’s procedures) at least 10 days but not more than 60 days before the Redemption Date to each holder of Notes to be redeemed.

In the case of a partial redemption, a selection of the Notes for redemption shall be made pro rata, by lot or by such other method as the Paying Agent in its sole discretion deems appropriate and fair. No Notes of a principal amount of C\$1,000 or less shall be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to the Note shall state the portion of the principal amount of the Note to be redeemed. A new Note in a principal amount equal to the unredeemed portion of the Note shall be issued in the name of the holder of the Note upon surrender for cancellation of the original note. For so long as the Notes are held by CDS Clearing and Depository Services Inc. (or another depository), the redemption of the Notes shall be done in accordance with the policies and procedures of the Depository.

Unless the Issuer defaults in payment of the redemption price, on and after the Redemption Date interest will cease to accrue on the Notes, or portions thereof, called for redemption.

Notice of any redemption of the Notes in connection with a transaction or an event may, at the Issuer's discretion, be given prior to the completion or the occurrence thereof. Any redemption or notice may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion or occurrence of a related transaction or event. At the Issuer's discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date, or by the Redemption Date as so delayed. The Issuer shall provide written notice to the Trustee and the Paying Agent prior to the close of business two Business Days prior to the Redemption Date if any such redemption has been rescinded or delayed, and upon receipt the Paying Agent shall provide such notice to each Holder of the Notes subject to such redemption notice in the same manner in which the notice of redemption was given.

7. Payment of Additional Amounts.

Subject to the exceptions and limitations set forth below, the Issuer shall pay as additional interest on the Notes such additional amounts as are necessary in order that the net payment by the Issuer or a paying agent of the principal, premium, if any, and interest with respect to the Notes to a beneficial owner, after withholding or deduction for any present or future tax, assessment, or other governmental charge imposed by the United States or a taxing authority in the United States or any jurisdiction in which the Company (or any successor) is organized or resident for tax purposes (each, a "Tax Jurisdiction") shall not be less than the amount provided in the Notes to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts will not apply:

- (i) to any tax, assessment, or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such Holder holds such Note) or a fiduciary, settlor, beneficiary, member, or shareholder of the Holder, or a person holding a power over an estate or trust administered by a fiduciary holder, being treated as:
 - a. being or having been present in, or engaged in a trade or business in, the relevant Tax Jurisdiction, being treated as having been present in, or engaged in a trade or business in, the relevant Tax Jurisdiction, or having or having had a permanent establishment in the United States;
 - b. having a current or former connection with the relevant Tax Jurisdiction (other than a connection arising solely as a result of the ownership of the Notes, the receipt of any payment in respect of the Notes, or the enforcement of any rights under the indenture), including being or having been a citizen or resident of the United States or treated as being or having been a resident thereof;
 - c. being or having been a personal holding company, a passive foreign investment company, or a controlled foreign corporation for U.S. federal income tax purposes, a foreign tax exempt organization, or a corporation that has accumulated earnings to avoid United States federal income tax;

- d. being or having been a “10-percent shareholder”, as defined in section 871(h)(3) of the Code, or any successor provision, of us; or
- e. being or having been a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, within the meaning of section 881(c)(3) of the Code or any successor provision;
- (ii) to any Holder that is not the sole beneficial owner of the Notes, or a portion of the Notes, or that is a fiduciary, partnership, or limited liability company, but only to the extent that a beneficiary or settlor with respect to the fiduciary, a beneficial owner, or member of the partnership or limited liability company would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner, or member received directly its beneficial or distributive share of the payment;
- (iii) to any tax, assessment, or other governmental charge that would not have been imposed but for the failure of the holder, beneficial owner, or any other person to comply with certification, identification, or information reporting requirements concerning the nationality, residence, identity, or connection with the United States of the holder or beneficial owner of the Notes, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from such tax, assessment, or other governmental charge (including, for the avoidance of doubt, any backup withholding tax imposed pursuant to Section 3406 of the Code (or any amended or successor provision) (relating to backup withholding tax));
- (iv) to any tax, assessment, or other governmental charge that is imposed otherwise than by withholding by the Issuer or a paying agent from the payment;
- (v) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains, or personal property tax or similar tax, assessment, or other governmental charge;
- (vi) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the holder of any Note, where presentation is required, for payment on a date more than 10 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;
- (vii) to any tax, assessment, or other governmental charge required to be withheld or deducted that is imposed on a payment pursuant to Sections 1471 through 1474 of the Code (or any amended or successor version of such Sections that is substantively comparable and not materially more onerous to comply with), any U.S. Treasury regulations promulgated thereunder, or any other official interpretations thereof (collectively, “FATCA”), any agreement (including any intergovernmental agreement) entered into in connection therewith, or any law, regulation, or other official guidance enacted in any jurisdiction implementing FATCA or an intergovernmental agreement in respect of FATCA;
- (viii) to any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;
- (ix) to any tax, assessment, or other governmental charge imposed by reason of the failure of the beneficial owner to fulfill the statement requirements of Section 871(h) or Section 881(c) of the Code;
- (x) to any tax imposed pursuant to Section 871(h)(6) or 881(c)(6) of the Code (or any amended or successor provisions); or
- (xi) to any tax imposed as a result of any combination of items (i) through (x).

Except as specifically provided above, the Issuer shall not be required to pay additional amounts in respect of any tax, assessment, or other governmental charge. References in this Note to any payment on the Notes shall include the related payment of additional amounts, as applicable.

As used herein, the term “United States” means the United States of America, any state thereof, and the District of Columbia.

8. Redemption for Tax Reasons

If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the relevant Tax Jurisdiction or any change in, or amendments to, an official position regarding the application, interpretation, administration, or enforcement thereof (including by virtue of any action taken by a taxing authority, a holding, judgment, or order by a court of competent jurisdiction (whether or not such action was taken or brought with respect to the Issuer), or a change in published administrative practice) that is announced and/or becomes effective on or after June 8, 2026 (or, if the Tax Jurisdiction is not the United States, after the date such Tax Jurisdiction became a Tax Jurisdiction), based upon a written opinion of independent counsel selected by the Issuer, the Issuer shall become obligated to pay additional amounts pursuant to Section 7, then the Issuer may at any time at its option redeem, in whole, but not in part, the Notes on not less than 10 nor more than 90 days’ prior notice, at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest, if any (including, for the avoidance of doubt, any additional amounts), on the Notes to be redeemed to, but not including, the redemption date.

The Issuer will not give any such notice of redemption of Notes earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay additional amounts if a payment in respect of the Notes was then due, and the law giving rise to the obligation to pay additional amounts (whether the obligation to withhold is then effective or will become effective after the notice) must be in effect at the time such notice is given.

9. Defaults and Remedies.

If an Event of Default occurs and is continuing (other than an Event of Default referred to in Section 6.1(e) or (f) of the Base Indenture), the Trustee or the Holders of at least 25% in principal amount of the Notes may require the Issuer to pay immediately the principal amount plus accrued and unpaid interest on such Securities. If an Event of Default referred to in Section 6.1(e) or (f) of the Base Indenture occurs, the principal amount plus accrued and unpaid interest on such Series of Securities will become immediately due and payable without any action on the part of the Trustee or any Holder.

The Indenture permits, subject to certain limitations therein provided, Holders of a majority in principal amount of the outstanding Notes to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Notes.

10. Authentication.

This Note shall not be valid until the Trustee or an authenticating agent manually signs the certificate of authentication on this Note.

11. Abbreviations and Defined Terms.

Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

12. CUSIP Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Notes as a convenience to the Holders of the Notes. No representation is made as to the accuracy of such numbers as printed on the Notes and reliance may be placed only on the other identification numbers printed hereon.

13. Governing Law.

The laws of the State of New York shall govern the Indenture and this Note without regard to conflicts of laws principles thereof.

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Name and address of Assignee, including Zip code, must be printed or typewritten)

the within Note, and all rights thereunder, hereby irrevocably, constituting and appointing

to transfer the said Note on the books of Amazon.com, Inc. with full power of substitution in the premises.

Dated: _____

Signature

Signature must be guaranteed

Signature

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the United States Securities Exchange Act of 1934, as amended.

SCHEDULE OF EXCHANGES OF NOTES

The following exchanges of a part of this Global Security for certificated Notes or a part of another Global Security have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease or increase	Signature of authorized officer of Trustee

Exhibit C

Form of 2033 Note

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") TO AMAZON.COM, INC. (THE "ISSUER") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.

EXCEPT IN THE PROVINCE OF MANITOBA, UNLESS PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS NOTE MUST NOT TRADE THE NOTE BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) JUNE 12, 2026, AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY OF CANADA.

IN THE PROVINCE OF MANITOBA, UNLESS OTHERWISE PERMITTED UNDER APPLICABLE CANADIAN SECURITIES LAWS OR WITH THE PRIOR WRITTEN CONSENT OF THE APPLICABLE REGULATOR, THE HOLDER OF THIS NOTE MUST NOT TRADE THE NOTE BEFORE THE DATE THAT IS TWELVE MONTHS AND A DAY AFTER THE DATE THE PURCHASER ACQUIRED THE NOTE.

AMAZON.COM, INC.
4.000% Notes due 2033

No.

CUSIP No. 023135DW3
ISIN No. CA023135DW35
C\$

AMAZON.COM, INC., a Delaware corporation (the “Issuer”), for value received promises to pay to CDS & Co. or registered assigns the principal sum of on June 12, 2033 (the “Stated Maturity”).

Interest Payment Dates: June 12 and December 12 of each year (each, an “Interest Payment Date”), commencing on December 12, 2026.

Interest Record Dates: May 28 and November 27 (each, a “Regular Record Date”).

Reference is made to the further provisions of this Note contained herein (the “Note”), which will for all purposes have the same effect as if set forth at this place.

Signature Page Follows

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

AMAZON.COM, INC.

By: _____

Name:

Title:

[Signature Page to Global Note]

CERTIFICATE OF AUTHENTICATION

This is one of the Notes of the series designated therein described in the within-mentioned Indenture.

Dated: June 12, 2026.

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Registrar and Authentication Agent

By:

Authorized Signatory

[Signature Page to Global Note]

(REVERSE OF NOTE)

AMAZON.COM, INC.
4.000% Notes due 2033

1. Interest.

Amazon.com, Inc. (the “Issuer”) promises to pay interest on the principal amount of this Note at the rate per annum described above. Cash interest on the Notes will accrue from the most recent date to which interest has been paid; or, if no interest has been paid, from June 12, 2026. Interest on this Note will be paid to but excluding the relevant Interest Payment Date or on such earlier date as the principal amount shall become due in accordance with the provisions hereof. The Issuer will pay interest semi-annually in arrears on each Interest Payment Date, beginning on December 12, 2026, to the persons in whose names the Notes are registered at the close of business on the preceding Regular Record Date.

For a full semi-annual interest period, interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. For an interest period that is not a full semi-annual interest period, interest on the Notes will be computed on the basis of a 365-day year and the actual number of days in such interest period (Actual/Actual Canadian Compound Method).

Solely for the purposes of disclosure under the Interest Act (Canada), the yearly rate of interest to which the rate used in such computation is equivalent during any particular period is the rate so used (x) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (y) divided by the number of days based on which such rate is calculated.

If any Interest Payment Date is not a Business Day, the payment of the interest payable on that date will be made on the next day that is a Business Day, without any interest or other payment in respect of the delay, with the same force and effect as if made on the scheduled Interest Payment Date. If the Stated Maturity or other payment date with respect to the Notes is not a Business Day, the required payment of principal, premium, if any, or interest will be due on the next succeeding Business Day as if made on the date that such payment was due, and no additional interest will accrue on that payment for the period from and after that Stated Maturity or other payment date, as the case may be, to the date of that payment on the next succeeding Business Day.

All payments on the Notes shall be payable in CAD; provided that if CAD are unavailable to the Issuer due to the imposition of exchange controls or other circumstances beyond its control, then all payments in respect of the Notes shall be made in U.S. Dollars until CAD are again available to the Issuer.

The amount payable on any date in CAD shall be converted into U.S. Dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second Business Day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the most recent U.S. Dollar/CAD exchange rate published in The Wall Street Journal on or prior to the second Business Day prior to the relevant payment date. Any payment in respect of the Notes of this series so made in U.S. Dollars shall not constitute an event of default under the Notes or the Indenture. Neither the Trustee nor the Paying Agent shall have any responsibility for any calculation or conversion in connection with the foregoing.

The Issuer shall pay interest on overdue principal from time to time on demand at the rate borne by the Notes and at the same rate on overdue installments of interest (without regard to any applicable grace periods) to the extent lawful from the dates such amounts are due until such amounts are paid or made available for payment.

The term “C\$” or “CAD” means the lawful currency of Canada.

“Business Day” means any day, other than a Saturday or Sunday, which is not a day on which banking institutions in the City of New York, Toronto, Ontario, Canada, or Vancouver, British Columbia, Canada are authorized or required by law or executive order to close.

2. Paying Agent, Registrar, and Transfer Agent.

Initially, Computershare Trust Company of Canada will act as Paying Agent, Registrar, and Transfer Agent. The Issuer may change any Paying Agent, Registrar, or Transfer Agent without notice to the Holders. Payment of the principal, premium, if any, and interest on the Notes of this series will be made at the office or agency maintained for that purpose in Canada (initially the corporate trust office of the Paying Agent).

3. Indenture; Defined Terms.

This Note is one of the 4.000% Notes due 2033 (the “Notes”) issued under the Indenture dated as of November 29, 2012 (the “Base Indenture”) by and between the Issuer and Wells Fargo Bank, National Association, as trustee (the “Prior Trustee”), as amended and supplemented by the Supplemental Indenture No. 1 dated as of April 13, 2022 by and between the Issuer, the Prior Trustee, as prior trustee, and Computershare Trust Company, National Association, as successor trustee (the “Supplemental Indenture” and, together with the Base Indenture, the “Indenture”), and the Officers’ Certificate dated as of June 12, 2026 establishing the terms of the Notes pursuant to Section 2.2 of the Base Indenture (the “Officers’ Certificate”). This Note is a “Security” and the Notes are “Securities” under the Indenture.

For purposes of this Note, unless otherwise defined herein, capitalized terms herein are used as defined in the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S.C. §§77aaa-77bbb) (the “TIA”), as in effect on the date on which the Indenture was qualified under the TIA. Notwithstanding anything to the contrary herein, the Notes are subject to all such terms, and Holders of Notes are referred to the Indenture and the TIA for a statement of them. To the extent the terms of the Indenture and this Note are inconsistent, the terms of the Indenture shall govern.

4. Denominations; Transfer; Exchange.

The Notes are in registered form, without coupons, in denominations of C\$2,000 and multiples of C\$1,000 in excess thereof. Where the Notes are presented to the Registrar or a co-registrar with a request to register a transfer or to exchange them for an equal principal amount of Notes, the Registrar shall register the transfer or make the exchange if the requirements for such transactions set forth in the Indenture are met. The Issuer may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith as permitted by the Indenture. Neither the Issuer nor the Registrar shall be required (a) to issue, register the transfer of, or exchange the Notes for the period beginning at the opening of business fifteen days immediately preceding the delivery of a notice of redemption of the Notes selected for redemption and ending at the close of business on the day of such delivery, or (b) to register the transfer of or exchange the Notes selected, called or being called for redemption as a whole or the portion being redeemed of any such Notes selected, called or being called for redemption in part.

5. Amendment; Modification; Waiver.

The Indenture and the Notes may be amended or supplemented, and waivers may be obtained in accordance with the terms of the Indenture.

The Holders of a majority in principal amount of the Notes may waive any existing or past Default or Event of Default with respect to the Notes. Those Holders may not, however, waive any Default or Event of Default in any payment on the Notes.

Any amendment, supplement or waiver to the Notes made with the consent of Holders of the Notes, shall be made with respect to the Notes only, and not any other series of Securities.

6. Optional Redemption.

The Issuer may redeem the Notes, in whole at any time or in part from time to time, prior to April 12, 2033 (the “Par Call Date”) (the date of such redemption, the “Make-Whole Redemption Date”) at its option (in C\$1,000 increments, provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), at a redemption price equal to the greater of: (i) 100% of the principal amount of the Notes to be redeemed, and (ii) the Canada Yield Price, plus, in either case, accrued and unpaid interest thereon, if any, to, but not including, the Make-Whole Redemption Date.

On or after the Par Call Date, the Issuer may redeem the Notes, in whole at any time or in part from time to time (in C\$1,000 increments, provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest thereon to, but not including, the redemption date (such date, and any Make-Whole Redemption Date, a “Redemption Date”).

The Issuer shall be responsible for calculating the applicable redemption price.

If money sufficient to pay the redemption price of and accrued interest on the Notes (or portions thereof) to be redeemed on the Redemption Date is deposited with the Trustee or the Paying Agent on or before 11:00 a.m. New York City time on the Redemption Date and certain other conditions are satisfied, then on and after the Redemption Date, interest will cease to accrue on such Notes (or such portion thereof) called for redemption and such Notes will cease to be outstanding. If any Redemption Date is not a Business Day, the Issuer will pay the redemption price on the next Business Day without any additional interest or other payment due to the delay.

“Canada Yield Price” means, in respect of any Notes being redeemed, the price, in respect of the principal amount of such Notes, calculated by us as of the third business day prior to the Redemption Date of such Notes, equal to the sum of the present values of the Remaining Scheduled Payments using a discount rate equal to the Government of Canada Yield on such business day plus 16 basis points.

“Government of Canada Yield” means, on any date, the bid-side yield to maturity on such date as determined by the arithmetic average (rounded to three decimal places) of the yields quoted at 10:00 a.m. (Toronto time) by any two investment dealers in Canada selected by the Issuer, assuming semi-annual compounding and calculated in accordance with generally accepted financial practice, which a non-callable Government of Canada bond would carry if issued in CAD in Canada at 100% of its principal amount on such date with a term to maturity that most closely approximates the remaining term to the Par Call Date.

“Remaining Scheduled Payments” means, with respect to each Note to be redeemed, the remaining scheduled payments of principal of and interest on each Note that would be due after the related Redemption Date if the Note were redeemed on the Par Call Date. If the Redemption Date is not an interest payment date with respect to a Note, the amount of the next succeeding scheduled interest payment on each Note will be reduced by the amount of interest accrued on such Note to, but excluding, the Redemption Date.

The Issuer’s actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption shall be mailed or electronically delivered (or otherwise transmitted in accordance with the Depositary’s procedures) at least 10 days but not more than 60 days before the Redemption Date to each holder of Notes to be redeemed.

In the case of a partial redemption, a selection of the Notes for redemption shall be made pro rata, by lot or by such other method as the Paying Agent in its sole discretion deems appropriate and fair. No Notes of a principal amount of C\$1,000 or less shall be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to the Note shall state the portion of the principal amount of the Note to be redeemed. A new Note in a principal amount equal to the unredeemed portion of the Note shall be issued in the name of the holder of the Note upon surrender for cancellation of the original note. For so long as the Notes are held by CDS Clearing and Depository Services Inc. (or another depository), the redemption of the Notes shall be done in accordance with the policies and procedures of the Depository.

Unless the Issuer defaults in payment of the redemption price, on and after the Redemption Date interest will cease to accrue on the Notes, or portions thereof, called for redemption.

Notice of any redemption of the Notes in connection with a transaction or an event may, at the Issuer's discretion, be given prior to the completion or the occurrence thereof. Any redemption or notice may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion or occurrence of a related transaction or event. At the Issuer's discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date, or by the Redemption Date as so delayed. The Issuer shall provide written notice to the Trustee and the Paying Agent prior to the close of business two Business Days prior to the Redemption Date if any such redemption has been rescinded or delayed, and upon receipt the Paying Agent shall provide such notice to each Holder of the Notes subject to such redemption notice in the same manner in which the notice of redemption was given.

7. Payment of Additional Amounts.

Subject to the exceptions and limitations set forth below, the Issuer shall pay as additional interest on the Notes such additional amounts as are necessary in order that the net payment by the Issuer or a paying agent of the principal, premium, if any, and interest with respect to the Notes to a beneficial owner, after withholding or deduction for any present or future tax, assessment, or other governmental charge imposed by the United States or a taxing authority in the United States or any jurisdiction in which the Company (or any successor) is organized or resident for tax purposes (each, a "Tax Jurisdiction") shall not be less than the amount provided in the Notes to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts will not apply:

- (i) to any tax, assessment, or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such Holder holds such Note) or a fiduciary, settlor, beneficiary, member, or shareholder of the Holder, or a person holding a power over an estate or trust administered by a fiduciary holder, being treated as:
 - a. being or having been present in, or engaged in a trade or business in, the relevant Tax Jurisdiction, being treated as having been present in, or engaged in a trade or business in, the relevant Tax Jurisdiction, or having or having had a permanent establishment in the United States;
 - b. having a current or former connection with the relevant Tax Jurisdiction (other than a connection arising solely as a result of the ownership of the Notes, the receipt of any payment in respect of the Notes, or the enforcement of any rights under the indenture), including being or having been a citizen or resident of the United States or treated as being or having been a resident thereof;
 - c. being or having been a personal holding company, a passive foreign investment company, or a controlled foreign corporation for U.S. federal income tax purposes, a foreign tax exempt organization, or a corporation that has accumulated earnings to avoid United States federal income tax;

- d. being or having been a “10-percent shareholder”, as defined in section 871(h)(3) of the Code, or any successor provision, of us; or
 - e. being or having been a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, within the meaning of section 881(c)(3) of the Code or any successor provision;
- (ii) to any Holder that is not the sole beneficial owner of the Notes, or a portion of the Notes, or that is a fiduciary, partnership, or limited liability company, but only to the extent that a beneficiary or settlor with respect to the fiduciary, a beneficial owner, or member of the partnership or limited liability company would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner, or member received directly its beneficial or distributive share of the payment;
 - (iii) to any tax, assessment, or other governmental charge that would not have been imposed but for the failure of the holder, beneficial owner, or any other person to comply with certification, identification, or information reporting requirements concerning the nationality, residence, identity, or connection with the United States of the holder or beneficial owner of the Notes, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from such tax, assessment, or other governmental charge (including, for the avoidance of doubt, any backup withholding tax imposed pursuant to Section 3406 of the Code (or any amended or successor provision) (relating to backup withholding tax));
 - (iv) to any tax, assessment, or other governmental charge that is imposed otherwise than by withholding by the Issuer or a paying agent from the payment;
 - (v) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains, or personal property tax or similar tax, assessment, or other governmental charge;
 - (vi) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the holder of any Note, where presentation is required, for payment on a date more than 10 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;
 - (vii) to any tax, assessment, or other governmental charge required to be withheld or deducted that is imposed on a payment pursuant to Sections 1471 through 1474 of the Code (or any amended or successor version of such Sections that is substantively comparable and not materially more onerous to comply with), any U.S. Treasury regulations promulgated thereunder, or any other official interpretations thereof (collectively, “FATCA”), any agreement (including any intergovernmental agreement) entered into in connection therewith, or any law, regulation, or other official guidance enacted in any jurisdiction implementing FATCA or an intergovernmental agreement in respect of FATCA;
 - (viii) to any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;
 - (ix) to any tax, assessment, or other governmental charge imposed by reason of the failure of the beneficial owner to fulfill the statement requirements of Section 871(h) or Section 881(c) of the Code;
 - (x) to any tax imposed pursuant to Section 871(h)(6) or 881(c)(6) of the Code (or any amended or successor provisions); or
 - (xi) to any tax imposed as a result of any combination of items (i) through (x).

Except as specifically provided above, the Issuer shall not be required to pay additional amounts in respect of any tax, assessment, or other governmental charge. References in this Note to any payment on the Notes shall include the related payment of additional amounts, as applicable.

As used herein, the term “United States” means the United States of America, any state thereof, and the District of Columbia.

8. Redemption for Tax Reasons

If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the relevant Tax Jurisdiction or any change in, or amendments to, an official position regarding the application, interpretation, administration, or enforcement thereof (including by virtue of any action taken by a taxing authority, a holding, judgment, or order by a court of competent jurisdiction (whether or not such action was taken or brought with respect to the Issuer), or a change in published administrative practice) that is announced and/or becomes effective on or after June 8, 2026 (or, if the Tax Jurisdiction is not the United States, after the date such Tax Jurisdiction became a Tax Jurisdiction), based upon a written opinion of independent counsel selected by the Issuer, the Issuer shall become obligated to pay additional amounts pursuant to Section 7, then the Issuer may at any time at its option redeem, in whole, but not in part, the Notes on not less than 10 nor more than 90 days’ prior notice, at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest, if any (including, for the avoidance of doubt, any additional amounts), on the Notes to be redeemed to, but not including, the redemption date.

The Issuer will not give any such notice of redemption of Notes earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay additional amounts if a payment in respect of the Notes was then due, and the law giving rise to the obligation to pay additional amounts (whether the obligation to withhold is then effective or will become effective after the notice) must be in effect at the time such notice is given.

9. Defaults and Remedies.

If an Event of Default occurs and is continuing (other than an Event of Default referred to in Section 6.1(e) or (f) of the Base Indenture), the Trustee or the Holders of at least 25% in principal amount of the Notes may require the Issuer to pay immediately the principal amount plus accrued and unpaid interest on such Securities. If an Event of Default referred to in Section 6.1(e) or (f) of the Base Indenture occurs, the principal amount plus accrued and unpaid interest on such Series of Securities will become immediately due and payable without any action on the part of the Trustee or any Holder.

The Indenture permits, subject to certain limitations therein provided, Holders of a majority in principal amount of the outstanding Notes to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Notes.

10. Authentication.

This Note shall not be valid until the Trustee or an authenticating agent manually signs the certificate of authentication on this Note.

11. Abbreviations and Defined Terms.

Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

12. CUSIP Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Notes as a convenience to the Holders of the Notes. No representation is made as to the accuracy of such numbers as printed on the Notes and reliance may be placed only on the other identification numbers printed hereon.

13. Governing Law.

The laws of the State of New York shall govern the Indenture and this Note without regard to conflicts of laws principles thereof.

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Name and address of Assignee, including Zip code, must be printed or typewritten)

the within Note, and all rights thereunder, hereby irrevocably, constituting and appointing

to transfer the said Note on the books of Amazon.com, Inc. with full power of substitution in the premises.

Dated: _____

Signature

Signature must be guaranteed

Signature

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the United States Securities Exchange Act of 1934, as amended.

SCHEDULE OF EXCHANGES OF NOTES

The following exchanges of a part of this Global Security for certificated Notes or a part of another Global Security have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease or increase	Signature of authorized officer of Trustee

Exhibit D

Form of 2036 Note

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") TO AMAZON.COM, INC. (THE "ISSUER") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.

EXCEPT IN THE PROVINCE OF MANITOBA, UNLESS PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS NOTE MUST NOT TRADE THE NOTE BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) JUNE 12, 2026, AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY OF CANADA.

IN THE PROVINCE OF MANITOBA, UNLESS OTHERWISE PERMITTED UNDER APPLICABLE CANADIAN SECURITIES LAWS OR WITH THE PRIOR WRITTEN CONSENT OF THE APPLICABLE REGULATOR, THE HOLDER OF THIS NOTE MUST NOT TRADE THE NOTE BEFORE THE DATE THAT IS TWELVE MONTHS AND A DAY AFTER THE DATE THE PURCHASER ACQUIRED THE NOTE.

AMAZON.COM, INC.
4.350% Notes due 2036

No.

CUSIP No. 023135DX1
ISIN No. CA023135DX18
C\$

AMAZON.COM, INC., a Delaware corporation (the “Issuer”), for value received promises to pay to CDS & Co. or registered assigns the principal sum of on June 12, 2036 (the “Stated Maturity”).

Interest Payment Dates: June 12 and December 12 of each year (each, an “Interest Payment Date”), commencing on December 12, 2026.

Interest Record Dates: May 28 and November 27 (each, a “Regular Record Date”).

Reference is made to the further provisions of this Note contained herein (the “Note”), which will for all purposes have the same effect as if set forth at this place.

Signature Page Follows

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

AMAZON.COM, INC.

By: _____
Name:
Title:

[Signature Page to Global Note]

CERTIFICATE OF AUTHENTICATION

This is one of the Notes of the series designated therein described in the within-mentioned Indenture.

Dated: June 12, 2026.

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Registrar and Authentication Agent

By:

Authorized Signatory

[Signature Page to Global Note]

(REVERSE OF NOTE)

AMAZON.COM, INC.
4.350% Notes due 2036

1. Interest.

Amazon.com, Inc. (the “Issuer”) promises to pay interest on the principal amount of this Note at the rate per annum described above. Cash interest on the Notes will accrue from the most recent date to which interest has been paid; or, if no interest has been paid, from June 12, 2026. Interest on this Note will be paid to but excluding the relevant Interest Payment Date or on such earlier date as the principal amount shall become due in accordance with the provisions hereof. The Issuer will pay interest semi-annually in arrears on each Interest Payment Date, beginning on December 12, 2026, to the persons in whose names the Notes are registered at the close of business on the preceding Regular Record Date.

For a full semi-annual interest period, interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. For an interest period that is not a full semi-annual interest period, interest on the Notes will be computed on the basis of a 365-day year and the actual number of days in such interest period (Actual/Actual Canadian Compound Method).

Solely for the purposes of disclosure under the Interest Act (Canada), the yearly rate of interest to which the rate used in such computation is equivalent during any particular period is the rate so used (x) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (y) divided by the number of days based on which such rate is calculated.

If any Interest Payment Date is not a Business Day, the payment of the interest payable on that date will be made on the next day that is a Business Day, without any interest or other payment in respect of the delay, with the same force and effect as if made on the scheduled Interest Payment Date. If the Stated Maturity or other payment date with respect to the Notes is not a Business Day, the required payment of principal, premium, if any, or interest will be due on the next succeeding Business Day as if made on the date that such payment was due, and no additional interest will accrue on that payment for the period from and after that Stated Maturity or other payment date, as the case may be, to the date of that payment on the next succeeding Business Day.

All payments on the Notes shall be payable in CAD; provided that if CAD are unavailable to the Issuer due to the imposition of exchange controls or other circumstances beyond its control, then all payments in respect of the Notes shall be made in U.S. Dollars until CAD are again available to the Issuer.

The amount payable on any date in CAD shall be converted into U.S. Dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second Business Day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the most recent U.S. Dollar/CAD exchange rate published in The Wall Street Journal on or prior to the second Business Day prior to the relevant payment date. Any payment in respect of the Notes of this series so made in U.S. Dollars shall not constitute an event of default under the Notes or the Indenture. Neither the Trustee nor the Paying Agent shall have any responsibility for any calculation or conversion in connection with the foregoing.

The Issuer shall pay interest on overdue principal from time to time on demand at the rate borne by the Notes and at the same rate on overdue installments of interest (without regard to any applicable grace periods) to the extent lawful from the dates such amounts are due until such amounts are paid or made available for payment.

The term “C\$” or “CAD” means the lawful currency of Canada.

“Business Day” means any day, other than a Saturday or Sunday, which is not a day on which banking institutions in the City of New York, Toronto, Ontario, Canada, or Vancouver, British Columbia, Canada are authorized or required by law or executive order to close.

2. Paying Agent, Registrar, and Transfer Agent.

Initially, Computershare Trust Company of Canada will act as Paying Agent, Registrar, and Transfer Agent. The Issuer may change any Paying Agent, Registrar, or Transfer Agent without notice to the Holders. Payment of the principal, premium, if any, and interest on the Notes of this series will be made at the office or agency maintained for that purpose in Canada (initially the corporate trust office of the Paying Agent).

3. Indenture; Defined Terms.

This Note is one of the 4.350% Notes due 2036 (the “Notes”) issued under the Indenture dated as of November 29, 2012 (the “Base Indenture”) by and between the Issuer and Wells Fargo Bank, National Association, as trustee (the “Prior Trustee”), as amended and supplemented by the Supplemental Indenture No. 1 dated as of April 13, 2022 by and between the Issuer, the Prior Trustee, as prior trustee, and Computershare Trust Company, National Association, as successor trustee (the “Supplemental Indenture” and, together with the Base Indenture, the “Indenture”), and the Officers’ Certificate dated as of June 12, 2026 establishing the terms of the Notes pursuant to Section 2.2 of the Base Indenture (the “Officers’ Certificate”). This Note is a “Security” and the Notes are “Securities” under the Indenture.

For purposes of this Note, unless otherwise defined herein, capitalized terms herein are used as defined in the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S.C. §§77aaa-77bbb) (the “TIA”), as in effect on the date on which the Indenture was qualified under the TIA. Notwithstanding anything to the contrary herein, the Notes are subject to all such terms, and Holders of Notes are referred to the Indenture and the TIA for a statement of them. To the extent the terms of the Indenture and this Note are inconsistent, the terms of the Indenture shall govern.

4. Denominations; Transfer; Exchange.

The Notes are in registered form, without coupons, in denominations of C\$2,000 and multiples of C\$1,000 in excess thereof. Where the Notes are presented to the Registrar or a co-registrar with a request to register a transfer or to exchange them for an equal principal amount of Notes, the Registrar shall register the transfer or make the exchange if the requirements for such transactions set forth in the Indenture are met. The Issuer may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith as permitted by the Indenture. Neither the Issuer nor the Registrar shall be required (a) to issue, register the transfer of, or exchange the Notes for the period beginning at the opening of business fifteen days immediately preceding the delivery of a notice of redemption of the Notes selected for redemption and ending at the close of business on the day of such delivery, or (b) to register the transfer of or exchange the Notes selected, called or being called for redemption as a whole or the portion being redeemed of any such Notes selected, called or being called for redemption in part.

5. Amendment; Modification; Waiver.

The Indenture and the Notes may be amended or supplemented, and waivers may be obtained in accordance with the terms of the Indenture.

The Holders of a majority in principal amount of the Notes may waive any existing or past Default or Event of Default with respect to the Notes. Those Holders may not, however, waive any Default or Event of Default in any payment on the Notes.

Any amendment, supplement or waiver to the Notes made with the consent of Holders of the Notes, shall be made with respect to the Notes only, and not any other series of Securities.

6. Optional Redemption.

The Issuer may redeem the Notes, in whole at any time or in part from time to time, prior to March 12, 2036 (the “Par Call Date”) (the date of such redemption, the “Make-Whole Redemption Date”) at its option (in C\$1,000 increments, provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), at a redemption price equal to the greater of: (i) 100% of the principal amount of the Notes to be redeemed, and (ii) the Canada Yield Price, plus, in either case, accrued and unpaid interest thereon, if any, to, but not including, the Make-Whole Redemption Date.

On or after the Par Call Date, the Issuer may redeem the Notes, in whole at any time or in part from time to time (in C\$1,000 increments, provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest thereon to, but not including, the redemption date (such date, and any Make-Whole Redemption Date, a “Redemption Date”).

The Issuer shall be responsible for calculating the applicable redemption price.

If money sufficient to pay the redemption price of and accrued interest on the Notes (or portions thereof) to be redeemed on the Redemption Date is deposited with the Trustee or the Paying Agent on or before 11:00 a.m. New York City time on the Redemption Date and certain other conditions are satisfied, then on and after the Redemption Date, interest will cease to accrue on such Notes (or such portion thereof) called for redemption and such Notes will cease to be outstanding. If any Redemption Date is not a Business Day, the Issuer will pay the redemption price on the next Business Day without any additional interest or other payment due to the delay.

“Canada Yield Price” means, in respect of any Notes being redeemed, the price, in respect of the principal amount of such Notes, calculated by us as of the third business day prior to the Redemption Date of such Notes, equal to the sum of the present values of the Remaining Scheduled Payments using a discount rate equal to the Government of Canada Yield on such business day plus 20 basis points.

“Government of Canada Yield” means, on any date, the bid-side yield to maturity on such date as determined by the arithmetic average (rounded to three decimal places) of the yields quoted at 10:00 a.m. (Toronto time) by any two investment dealers in Canada selected by the Issuer, assuming semi-annual compounding and calculated in accordance with generally accepted financial practice, which a non-callable Government of Canada bond would carry if issued in CAD in Canada at 100% of its principal amount on such date with a term to maturity that most closely approximates the remaining term to the Par Call Date.

“Remaining Scheduled Payments” means, with respect to each Note to be redeemed, the remaining scheduled payments of principal of and interest on each Note that would be due after the related Redemption Date if the Note were redeemed on the Par Call Date. If the Redemption Date is not an interest payment date with respect to a Note, the amount of the next succeeding scheduled interest payment on each Note will be reduced by the amount of interest accrued on such Note to, but excluding, the Redemption Date.

The Issuer’s actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption shall be mailed or electronically delivered (or otherwise transmitted in accordance with the Depositary’s procedures) at least 10 days but not more than 60 days before the Redemption Date to each holder of Notes to be redeemed.

In the case of a partial redemption, a selection of the Notes for redemption shall be made pro rata, by lot or by such other method as the Paying Agent in its sole discretion deems appropriate and fair. No Notes of a principal amount of C\$1,000 or less shall be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to the Note shall state the portion of the principal amount of the Note to be redeemed. A new Note in a principal amount equal to the unredeemed portion of the Note shall be issued in the name of the holder of the Note upon surrender for cancellation of the original note. For so long as the Notes are held by CDS Clearing and Depository Services Inc. (or another depository), the redemption of the Notes shall be done in accordance with the policies and procedures of the Depository.

Unless the Issuer defaults in payment of the redemption price, on and after the Redemption Date interest will cease to accrue on the Notes, or portions thereof, called for redemption.

Notice of any redemption of the Notes in connection with a transaction or an event may, at the Issuer's discretion, be given prior to the completion or the occurrence thereof. Any redemption or notice may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion or occurrence of a related transaction or event. At the Issuer's discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date, or by the Redemption Date as so delayed. The Issuer shall provide written notice to the Trustee and the Paying Agent prior to the close of business two Business Days prior to the Redemption Date if any such redemption has been rescinded or delayed, and upon receipt the Paying Agent shall provide such notice to each Holder of the Notes subject to such redemption notice in the same manner in which the notice of redemption was given.

7. Payment of Additional Amounts.

Subject to the exceptions and limitations set forth below, the Issuer shall pay as additional interest on the Notes such additional amounts as are necessary in order that the net payment by the Issuer or a paying agent of the principal, premium, if any, and interest with respect to the Notes to a beneficial owner, after withholding or deduction for any present or future tax, assessment, or other governmental charge imposed by the United States or a taxing authority in the United States or any jurisdiction in which the Company (or any successor) is organized or resident for tax purposes (each, a "Tax Jurisdiction") shall not be less than the amount provided in the Notes to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts will not apply:

- (i) to any tax, assessment, or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such Holder holds such Note) or a fiduciary, settlor, beneficiary, member, or shareholder of the Holder, or a person holding a power over an estate or trust administered by a fiduciary holder, being treated as:
 - a. being or having been present in, or engaged in a trade or business in, the relevant Tax Jurisdiction, being treated as having been present in, or engaged in a trade or business in, the relevant Tax Jurisdiction, or having or having had a permanent establishment in the United States;
 - b. having a current or former connection with the relevant Tax Jurisdiction (other than a connection arising solely as a result of the ownership of the Notes, the receipt of any payment in respect of the Notes, or the enforcement of any rights under the indenture), including being or having been a citizen or resident of the United States or treated as being or having been a resident thereof;
 - c. being or having been a personal holding company, a passive foreign investment company, or a controlled foreign corporation for U.S. federal income tax purposes, a foreign tax exempt organization, or a corporation that has accumulated earnings to avoid United States federal income tax;

- d. being or having been a “10-percent shareholder”, as defined in section 871(h)(3) of the Code, or any successor provision, of us; or
 - e. being or having been a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, within the meaning of section 881(c)(3) of the Code or any successor provision;
- (ii) to any Holder that is not the sole beneficial owner of the Notes, or a portion of the Notes, or that is a fiduciary, partnership, or limited liability company, but only to the extent that a beneficiary or settlor with respect to the fiduciary, a beneficial owner, or member of the partnership or limited liability company would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner, or member received directly its beneficial or distributive share of the payment;
 - (iii) to any tax, assessment, or other governmental charge that would not have been imposed but for the failure of the holder, beneficial owner, or any other person to comply with certification, identification, or information reporting requirements concerning the nationality, residence, identity, or connection with the United States of the holder or beneficial owner of the Notes, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from such tax, assessment, or other governmental charge (including, for the avoidance of doubt, any backup withholding tax imposed pursuant to Section 3406 of the Code (or any amended or successor provision) (relating to backup withholding tax));
 - (iv) to any tax, assessment, or other governmental charge that is imposed otherwise than by withholding by the Issuer or a paying agent from the payment;
 - (v) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains, or personal property tax or similar tax, assessment, or other governmental charge;
 - (vi) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the holder of any Note, where presentation is required, for payment on a date more than 10 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;
 - (vii) to any tax, assessment, or other governmental charge required to be withheld or deducted that is imposed on a payment pursuant to Sections 1471 through 1474 of the Code (or any amended or successor version of such Sections that is substantively comparable and not materially more onerous to comply with), any U.S. Treasury regulations promulgated thereunder, or any other official interpretations thereof (collectively, “FATCA”), any agreement (including any intergovernmental agreement) entered into in connection therewith, or any law, regulation, or other official guidance enacted in any jurisdiction implementing FATCA or an intergovernmental agreement in respect of FATCA;
 - (viii) to any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;
 - (ix) to any tax, assessment, or other governmental charge imposed by reason of the failure of the beneficial owner to fulfill the statement requirements of Section 871(h) or Section 881(c) of the Code;
 - (x) to any tax imposed pursuant to Section 871(h)(6) or 881(c)(6) of the Code (or any amended or successor provisions); or
 - (xi) to any tax imposed as a result of any combination of items (i) through (x).

Except as specifically provided above, the Issuer shall not be required to pay additional amounts in respect of any tax, assessment, or other governmental charge. References in this Note to any payment on the Notes shall include the related payment of additional amounts, as applicable.

As used herein, the term “United States” means the United States of America, any state thereof, and the District of Columbia.

8. Redemption for Tax Reasons

If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the relevant Tax Jurisdiction or any change in, or amendments to, an official position regarding the application, interpretation, administration, or enforcement thereof (including by virtue of any action taken by a taxing authority, a holding, judgment, or order by a court of competent jurisdiction (whether or not such action was taken or brought with respect to the Issuer), or a change in published administrative practice) that is announced and/or becomes effective on or after June 8, 2026 (or, if the Tax Jurisdiction is not the United States, after the date such Tax Jurisdiction became a Tax Jurisdiction), based upon a written opinion of independent counsel selected by the Issuer, the Issuer shall become obligated to pay additional amounts pursuant to Section 7, then the Issuer may at any time at its option redeem, in whole, but not in part, the Notes on not less than 10 nor more than 90 days’ prior notice, at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest, if any (including, for the avoidance of doubt, any additional amounts), on the Notes to be redeemed to, but not including, the redemption date.

The Issuer will not give any such notice of redemption of Notes earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay additional amounts if a payment in respect of the Notes was then due, and the law giving rise to the obligation to pay additional amounts (whether the obligation to withhold is then effective or will become effective after the notice) must be in effect at the time such notice is given.

9. Defaults and Remedies.

If an Event of Default occurs and is continuing (other than an Event of Default referred to in Section 6.1(e) or (f) of the Base Indenture), the Trustee or the Holders of at least 25% in principal amount of the Notes may require the Issuer to pay immediately the principal amount plus accrued and unpaid interest on such Securities. If an Event of Default referred to in Section 6.1(e) or (f) of the Base Indenture occurs, the principal amount plus accrued and unpaid interest on such Series of Securities will become immediately due and payable without any action on the part of the Trustee or any Holder.

The Indenture permits, subject to certain limitations therein provided, Holders of a majority in principal amount of the outstanding Notes to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Notes.

10. Authentication.

This Note shall not be valid until the Trustee or an authenticating agent manually signs the certificate of authentication on this Note.

11. Abbreviations and Defined Terms.

Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

12. CUSIP Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Notes as a convenience to the Holders of the Notes. No representation is made as to the accuracy of such numbers as printed on the Notes and reliance may be placed only on the other identification numbers printed hereon.

13. Governing Law.

The laws of the State of New York shall govern the Indenture and this Note without regard to conflicts of laws principles thereof.

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Name and address of Assignee, including Zip code, must be printed or typewritten)

the within Note, and all rights thereunder, hereby irrevocably, constituting and appointing

to transfer the said Note on the books of Amazon.com, Inc. with full power of substitution in the premises.

Dated: _____

Signature

Signature must be guaranteed

Signature

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the United States Securities Exchange Act of 1934, as amended.

SCHEDULE OF EXCHANGES OF NOTES

The following exchanges of a part of this Global Security for certificated Notes or a part of another Global Security have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease or increase	Signature of authorized officer of Trustee

Exhibit E

Form of 2056 Note

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") TO AMAZON.COM, INC. (THE "ISSUER") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.

EXCEPT IN THE PROVINCE OF MANITOBA, UNLESS PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS NOTE MUST NOT TRADE THE NOTE BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) JUNE 12, 2026, AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY OF CANADA.

IN THE PROVINCE OF MANITOBA, UNLESS OTHERWISE PERMITTED UNDER APPLICABLE CANADIAN SECURITIES LAWS OR WITH THE PRIOR WRITTEN CONSENT OF THE APPLICABLE REGULATOR, THE HOLDER OF THIS NOTE MUST NOT TRADE THE NOTE BEFORE THE DATE THAT IS TWELVE MONTHS AND A DAY AFTER THE DATE THE PURCHASER ACQUIRED THE NOTE.

AMAZON.COM, INC.
5.000% Notes due 2056

No.

CUSIP No. 023135DY9
ISIN No. CA023135DY90
C\$

AMAZON.COM, INC., a Delaware corporation (the “Issuer”), for value received promises to pay to CDS & Co. or registered assigns the principal sum of on June 12, 2056 (the “Stated Maturity”).

Interest Payment Dates: June 12 and December 12 of each year (each, an “Interest Payment Date”), commencing on December 12, 2026.

Interest Record Dates: May 28 and November 27 (each, a “Regular Record Date”).

Reference is made to the further provisions of this Note contained herein (the “Note”), which will for all purposes have the same effect as if set forth at this place.

Signature Page Follows

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

AMAZON.COM, INC.

By: _____

Name:

Title:

[Signature Page to Global Note]

CERTIFICATE OF AUTHENTICATION

This is one of the Notes of the series designated therein described in the within-mentioned Indenture.

Dated: June 12, 2026.

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Registrar and Authentication Agent

By:

Authorized Signatory

[Signature Page to Global Note]

(REVERSE OF NOTE)

AMAZON.COM, INC.
5.000% Notes due 2056

1. Interest.

Amazon.com, Inc. (the “Issuer”) promises to pay interest on the principal amount of this Note at the rate per annum described above. Cash interest on the Notes will accrue from the most recent date to which interest has been paid; or, if no interest has been paid, from June 12, 2026. Interest on this Note will be paid to but excluding the relevant Interest Payment Date or on such earlier date as the principal amount shall become due in accordance with the provisions hereof. The Issuer will pay interest semi-annually in arrears on each Interest Payment Date, beginning on December 12, 2026, to the persons in whose names the Notes are registered at the close of business on the preceding Regular Record Date.

For a full semi-annual interest period, interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. For an interest period that is not a full semi-annual interest period, interest on the Notes will be computed on the basis of a 365-day year and the actual number of days in such interest period (Actual/Actual Canadian Compound Method).

Solely for the purposes of disclosure under the Interest Act (Canada), the yearly rate of interest to which the rate used in such computation is equivalent during any particular period is the rate so used (x) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (y) divided by the number of days based on which such rate is calculated.

If any Interest Payment Date is not a Business Day, the payment of the interest payable on that date will be made on the next day that is a Business Day, without any interest or other payment in respect of the delay, with the same force and effect as if made on the scheduled Interest Payment Date. If the Stated Maturity or other payment date with respect to the Notes is not a Business Day, the required payment of principal, premium, if any, or interest will be due on the next succeeding Business Day as if made on the date that such payment was due, and no additional interest will accrue on that payment for the period from and after that Stated Maturity or other payment date, as the case may be, to the date of that payment on the next succeeding Business Day.

All payments on the Notes shall be payable in CAD; provided that if CAD are unavailable to the Issuer due to the imposition of exchange controls or other circumstances beyond its control, then all payments in respect of the Notes shall be made in U.S. Dollars until CAD are again available to the Issuer.

The amount payable on any date in CAD shall be converted into U.S. Dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second Business Day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the most recent U.S. Dollar/CAD exchange rate published in The Wall Street Journal on or prior to the second Business Day prior to the relevant payment date. Any payment in respect of the Notes of this series so made in U.S. Dollars shall not constitute an event of default under the Notes or the Indenture. Neither the Trustee nor the Paying Agent shall have any responsibility for any calculation or conversion in connection with the foregoing.

The Issuer shall pay interest on overdue principal from time to time on demand at the rate borne by the Notes and at the same rate on overdue installments of interest (without regard to any applicable grace periods) to the extent lawful from the dates such amounts are due until such amounts are paid or made available for payment.

The term “C\$” or “CAD” means the lawful currency of Canada.

“Business Day” means any day, other than a Saturday or Sunday, which is not a day on which banking institutions in the City of New York, Toronto, Ontario, Canada, or Vancouver, British Columbia, Canada are authorized or required by law or executive order to close.

2. Paying Agent, Registrar, and Transfer Agent.

Initially, Computershare Trust Company of Canada will act as Paying Agent, Registrar, and Transfer Agent. The Issuer may change any Paying Agent, Registrar, or Transfer Agent without notice to the Holders. Payment of the principal, premium, if any, and interest on the Notes of this series will be made at the office or agency maintained for that purpose in Canada (initially the corporate trust office of the Paying Agent).

3. Indenture; Defined Terms.

This Note is one of the 5.000% Notes due 2056 (the “Notes”) issued under the Indenture dated as of November 29, 2012 (the “Base Indenture”) by and between the Issuer and Wells Fargo Bank, National Association, as trustee (the “Prior Trustee”), as amended and supplemented by the Supplemental Indenture No. 1 dated as of April 13, 2022 by and between the Issuer, the Prior Trustee, as prior trustee, and Computershare Trust Company, National Association, as successor trustee (the “Supplemental Indenture” and, together with the Base Indenture, the “Indenture”), and the Officers’ Certificate dated as of June 12, 2026 establishing the terms of the Notes pursuant to Section 2.2 of the Base Indenture (the “Officers’ Certificate”). This Note is a “Security” and the Notes are “Securities” under the Indenture.

For purposes of this Note, unless otherwise defined herein, capitalized terms herein are used as defined in the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S.C. §§77aaa-77bbb) (the “TIA”), as in effect on the date on which the Indenture was qualified under the TIA. Notwithstanding anything to the contrary herein, the Notes are subject to all such terms, and Holders of Notes are referred to the Indenture and the TIA for a statement of them. To the extent the terms of the Indenture and this Note are inconsistent, the terms of the Indenture shall govern.

4. Denominations; Transfer; Exchange.

The Notes are in registered form, without coupons, in denominations of C\$2,000 and multiples of C\$1,000 in excess thereof. Where the Notes are presented to the Registrar or a co-registrar with a request to register a transfer or to exchange them for an equal principal amount of Notes, the Registrar shall register the transfer or make the exchange if the requirements for such transactions set forth in the Indenture are met. The Issuer may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith as permitted by the Indenture. Neither the Issuer nor the Registrar shall be required (a) to issue, register the transfer of, or exchange the Notes for the period beginning at the opening of business fifteen days immediately preceding the delivery of a notice of redemption of the Notes selected for redemption and ending at the close of business on the day of such delivery, or (b) to register the transfer of or exchange the Notes selected, called or being called for redemption as a whole or the portion being redeemed of any such Notes selected, called or being called for redemption in part.

5. Amendment; Modification; Waiver.

The Indenture and the Notes may be amended or supplemented, and waivers may be obtained in accordance with the terms of the Indenture.

The Holders of a majority in principal amount of the Notes may waive any existing or past Default or Event of Default with respect to the Notes. Those Holders may not, however, waive any Default or Event of Default in any payment on the Notes.

Any amendment, supplement or waiver to the Notes made with the consent of Holders of the Notes, shall be made with respect to the Notes only, and not any other series of Securities.

6. Optional Redemption.

The Issuer may redeem the Notes, in whole at any time or in part from time to time, prior to December 12, 2055 (the “Par Call Date”) (the date of such redemption, the “Make-Whole Redemption Date”) at its option (in C\$1,000 increments, provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), at a redemption price equal to the greater of: (i) 100% of the principal amount of the Notes to be redeemed, and (ii) the Canada Yield Price, plus, in either case, accrued and unpaid interest thereon, if any, to, but not including, the Make-Whole Redemption Date.

On or after the Par Call Date, the Issuer may redeem the Notes, in whole at any time or in part from time to time (in C\$1,000 increments, provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof), at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest thereon to, but not including, the redemption date (such date, and any Make-Whole Redemption Date, a “Redemption Date”).

The Issuer shall be responsible for calculating the applicable redemption price.

If money sufficient to pay the redemption price of and accrued interest on the Notes (or portions thereof) to be redeemed on the Redemption Date is deposited with the Trustee or the Paying Agent on or before 11:00 a.m. New York City time on the Redemption Date and certain other conditions are satisfied, then on and after the Redemption Date, interest will cease to accrue on such Notes (or such portion thereof) called for redemption and such Notes will cease to be outstanding. If any Redemption Date is not a Business Day, the Issuer will pay the redemption price on the next Business Day without any additional interest or other payment due to the delay.

“Canada Yield Price” means, in respect of any Notes being redeemed, the price, in respect of the principal amount of such Notes, calculated by us as of the third business day prior to the Redemption Date of such Notes, equal to the sum of the present values of the Remaining Scheduled Payments using a discount rate equal to the Government of Canada Yield on such business day plus 27.5 basis points.

“Government of Canada Yield” means, on any date, the bid-side yield to maturity on such date as determined by the arithmetic average (rounded to three decimal places) of the yields quoted at 10:00 a.m. (Toronto time) by any two investment dealers in Canada selected by the Issuer, assuming semi-annual compounding and calculated in accordance with generally accepted financial practice, which a non-callable Government of Canada bond would carry if issued in CAD in Canada at 100% of its principal amount on such date with a term to maturity that most closely approximates the remaining term to the Par Call Date.

“Remaining Scheduled Payments” means, with respect to each Note to be redeemed, the remaining scheduled payments of principal of and interest on each Note that would be due after the related Redemption Date if the Note were redeemed on the Par Call Date. If the Redemption Date is not an interest payment date with respect to a Note, the amount of the next succeeding scheduled interest payment on each Note will be reduced by the amount of interest accrued on such Note to, but excluding, the Redemption Date.

The Issuer’s actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption shall be mailed or electronically delivered (or otherwise transmitted in accordance with the Depositary’s procedures) at least 10 days but not more than 60 days before the Redemption Date to each holder of Notes to be redeemed.

In the case of a partial redemption, a selection of the Notes for redemption shall be made pro rata, by lot or by such other method as the Paying Agent in its sole discretion deems appropriate and fair. No Notes of a principal amount of C\$1,000 or less shall be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to the Note shall state the portion of the principal amount of the Note to be redeemed. A new Note in a principal amount equal to the unredeemed portion of the Note shall be issued in the name of the holder of the Note upon surrender for cancellation of the original note. For so long as the Notes are held by CDS Clearing and Depository Services Inc. (or another depository), the redemption of the Notes shall be done in accordance with the policies and procedures of the Depository.

Unless the Issuer defaults in payment of the redemption price, on and after the Redemption Date interest will cease to accrue on the Notes, or portions thereof, called for redemption.

Notice of any redemption of the Notes in connection with a transaction or an event may, at the Issuer's discretion, be given prior to the completion or the occurrence thereof. Any redemption or notice may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion or occurrence of a related transaction or event. At the Issuer's discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date, or by the Redemption Date as so delayed. The Issuer shall provide written notice to the Trustee and the Paying Agent prior to the close of business two Business Days prior to the Redemption Date if any such redemption has been rescinded or delayed, and upon receipt the Paying Agent shall provide such notice to each Holder of the Notes subject to such redemption notice in the same manner in which the notice of redemption was given.

7. Payment of Additional Amounts.

Subject to the exceptions and limitations set forth below, the Issuer shall pay as additional interest on the Notes such additional amounts as are necessary in order that the net payment by the Issuer or a paying agent of the principal, premium, if any, and interest with respect to the Notes to a beneficial owner, after withholding or deduction for any present or future tax, assessment, or other governmental charge imposed by the United States or a taxing authority in the United States or any jurisdiction in which the Company (or any successor) is organized or resident for tax purposes (each, a "Tax Jurisdiction") shall not be less than the amount provided in the Notes to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts will not apply:

- (i) to any tax, assessment, or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such Holder holds such Note) or a fiduciary, settlor, beneficiary, member, or shareholder of the Holder, or a person holding a power over an estate or trust administered by a fiduciary holder, being treated as:
 - a. being or having been present in, or engaged in a trade or business in, the relevant Tax Jurisdiction, being treated as having been present in, or engaged in a trade or business in, the relevant Tax Jurisdiction, or having or having had a permanent establishment in the United States;
 - b. having a current or former connection with the relevant Tax Jurisdiction (other than a connection arising solely as a result of the ownership of the Notes, the receipt of any payment in respect of the Notes, or the enforcement of any rights under the indenture), including being or having been a citizen or resident of the United States or treated as being or having been a resident thereof;
 - c. being or having been a personal holding company, a passive foreign investment company, or a controlled foreign corporation for U.S. federal income tax purposes, a foreign tax exempt organization, or a corporation that has accumulated earnings to avoid United States federal income tax;

- d. being or having been a “10-percent shareholder”, as defined in section 871(h)(3) of the Code, or any successor provision, of us; or
 - e. being or having been a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, within the meaning of section 881(c)(3) of the Code or any successor provision;
- (ii) to any Holder that is not the sole beneficial owner of the Notes, or a portion of the Notes, or that is a fiduciary, partnership, or limited liability company, but only to the extent that a beneficiary or settlor with respect to the fiduciary, a beneficial owner, or member of the partnership or limited liability company would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner, or member received directly its beneficial or distributive share of the payment;
- (iii) to any tax, assessment, or other governmental charge that would not have been imposed but for the failure of the holder, beneficial owner, or any other person to comply with certification, identification, or information reporting requirements concerning the nationality, residence, identity, or connection with the United States of the holder or beneficial owner of the Notes, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from such tax, assessment, or other governmental charge (including, for the avoidance of doubt, any backup withholding tax imposed pursuant to Section 3406 of the Code (or any amended or successor provision) (relating to backup withholding tax));
- (iv) to any tax, assessment, or other governmental charge that is imposed otherwise than by withholding by the Issuer or a paying agent from the payment;
- (v) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains, or personal property tax or similar tax, assessment, or other governmental charge;
- (vi) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the holder of any Note, where presentation is required, for payment on a date more than 10 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;
- (vii) to any tax, assessment, or other governmental charge required to be withheld or deducted that is imposed on a payment pursuant to Sections 1471 through 1474 of the Code (or any amended or successor version of such Sections that is substantively comparable and not materially more onerous to comply with), any U.S. Treasury regulations promulgated thereunder, or any other official interpretations thereof (collectively, “FATCA”), any agreement (including any intergovernmental agreement) entered into in connection therewith, or any law, regulation, or other official guidance enacted in any jurisdiction implementing FATCA or an intergovernmental agreement in respect of FATCA;
- (viii) to any tax, assessment, or other governmental charge that is imposed or withheld solely by reason of a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;
- (ix) to any tax, assessment, or other governmental charge imposed by reason of the failure of the beneficial owner to fulfill the statement requirements of Section 871(h) or Section 881(c) of the Code;
- (x) to any tax imposed pursuant to Section 871(h)(6) or 881(c)(6) of the Code (or any amended or successor provisions); or
- (xi) to any tax imposed as a result of any combination of items (i) through (x).

Except as specifically provided above, the Issuer shall not be required to pay additional amounts in respect of any tax, assessment, or other governmental charge. References in this Note to any payment on the Notes shall include the related payment of additional amounts, as applicable.

As used herein, the term “United States” means the United States of America, any state thereof, and the District of Columbia.

8. Redemption for Tax Reasons

If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the relevant Tax Jurisdiction or any change in, or amendments to, an official position regarding the application, interpretation, administration, or enforcement thereof (including by virtue of any action taken by a taxing authority, a holding, judgment, or order by a court of competent jurisdiction (whether or not such action was taken or brought with respect to the Issuer), or a change in published administrative practice) that is announced and/or becomes effective on or after June 8, 2026 (or, if the Tax Jurisdiction is not the United States, after the date such Tax Jurisdiction became a Tax Jurisdiction), based upon a written opinion of independent counsel selected by the Issuer, the Issuer shall become obligated to pay additional amounts pursuant to Section 7, then the Issuer may at any time at its option redeem, in whole, but not in part, the Notes on not less than 10 nor more than 90 days’ prior notice, at a redemption price equal to 100% of their principal amount, plus accrued and unpaid interest, if any (including, for the avoidance of doubt, any additional amounts), on the Notes to be redeemed to, but not including, the redemption date.

The Issuer will not give any such notice of redemption of Notes earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay additional amounts if a payment in respect of the Notes was then due, and the law giving rise to the obligation to pay additional amounts (whether the obligation to withhold is then effective or will become effective after the notice) must be in effect at the time such notice is given.

9. Defaults and Remedies.

If an Event of Default occurs and is continuing (other than an Event of Default referred to in Section 6.1(e) or (f) of the Base Indenture), the Trustee or the Holders of at least 25% in principal amount of the Notes may require the Issuer to pay immediately the principal amount plus accrued and unpaid interest on such Securities. If an Event of Default referred to in Section 6.1(e) or (f) of the Base Indenture occurs, the principal amount plus accrued and unpaid interest on such Series of Securities will become immediately due and payable without any action on the part of the Trustee or any Holder.

The Indenture permits, subject to certain limitations therein provided, Holders of a majority in principal amount of the outstanding Notes to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Notes.

10. Authentication.

This Note shall not be valid until the Trustee or an authenticating agent manually signs the certificate of authentication on this Note.

11. Abbreviations and Defined Terms.

Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

12. CUSIP Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Notes as a convenience to the Holders of the Notes. No representation is made as to the accuracy of such numbers as printed on the Notes and reliance may be placed only on the other identification numbers printed hereon.

13. Governing Law.

The laws of the State of New York shall govern the Indenture and this Note without regard to conflicts of laws principles thereof.

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Name and address of Assignee, including Zip code, must be printed or typewritten)

the within Note, and all rights thereunder, hereby irrevocably, constituting and appointing

to transfer the said Note on the books of Amazon.com, Inc. with full power of substitution in the premises.

Dated: _____

Signature

Signature must be guaranteed

Signature

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the United States Securities Exchange Act of 1934, as amended.

SCHEDULE OF EXCHANGES OF NOTES

The following exchanges of a part of this Global Security for certificated Notes or a part of another Global Security have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease or increase	Signature of authorized officer of Trustee



June 12, 2026

Amazon.com, Inc.
410 Terry Avenue North
Seattle, Washington, 98109

Re: Amazon.com, Inc.
Registration Statement on Form S-3 (File No. 333-293246)

Ladies and Gentlemen:

We have acted as counsel to Amazon.com, Inc., a Delaware corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") of a Registration Statement on Form S-3, file no. 333-293246 (the "Registration Statement"), under the Securities Act of 1933, as amended (the "Securities Act"), the prospectus included therein, the prospectus supplement dated June 8, 2026, filed with the Commission on June 10, 2026 pursuant to Rule 424(b) of the Securities Act (the "Prospectus Supplement"), and the offering by the Company pursuant thereto C\$14,000,000,000 aggregate principal amount of the Company's 3.400% notes due 2029, 3.700% notes due 2031, 4.000% notes due 2033, 4.350% notes due 2036, and 5.000% notes due 2056 (collectively, the "Notes").

The Notes have been issued pursuant to the Indenture dated as of November 29, 2012 (the "Base Indenture") between the Company and Wells Fargo Bank, National Association, as trustee (the "Prior Trustee"), as amended and supplemented by Supplemental Indenture No. 1 dated as of April 13, 2022 (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture") among the Company, the Prior Trustee, as prior trustee, and Computershare Trust Company, National Association, as successor trustee, and the Officers' Certificate of the Company dated as of June 12, 2026 establishing the terms of each series of Notes pursuant to Section 2.2 of the Base Indenture (the "Officers' Certificate").

In arriving at the opinions expressed below, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true and complete copies of the originals, of the Indenture, Officers' Certificate, and the Notes and such other documents, corporate records, certificates of officers of the Company and of public officials, and other instruments as we have deemed necessary or advisable to enable us to render these opinions. In our examination, we have assumed, without independent investigation, the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals, and the conformity to original documents of all documents submitted to us as copies.

Gibson, Dunn & Crutcher LLP

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As to any facts material to these opinions, we have relied to the extent we deemed appropriate and without independent investigation upon statements and representations of officers and other representatives of the Company and others.

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications, and limitations set forth herein, we are of the opinion that the Notes are legal, valid, and binding obligations of the Company, enforceable against the Company in accordance with their respective terms.

The opinions expressed above are subject to the following additional exceptions, qualifications, limitations, and assumptions:

A. We render no opinion herein as to matters involving the laws of any jurisdiction other than the State of New York. This opinion is limited to the effect of the current state of the laws of the State of New York and the facts as they currently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such laws or the interpretations thereof or such facts.

B. The opinion above is subject to (i) the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement, or similar laws affecting the rights and remedies of creditors generally, including without limitation the effect of statutory or other laws regarding fraudulent transfers or preferential transfers, and (ii) general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing, and the possible unavailability of specific performance, injunctive relief, or other equitable remedies regardless of whether enforceability is considered in a proceeding in equity or at law.

C. We express no opinion regarding the effectiveness of (i) any waiver of stay, extension, or usury laws, (ii) provisions relating to indemnification, exculpation, or contribution, to the extent such provisions may be held unenforceable as contrary to public policy or federal or state securities laws or due to the negligence or willful misconduct of the indemnified party, (iii) any provision waiving the right to object to venue in any court, (iv) any agreement to submit to the jurisdiction of any Federal court, (v) any waiver of the right to jury trial, or (vi) any provision to the effect that every right or remedy is cumulative and may be exercised in addition to any other right or remedy or that the election of some particular remedy does not preclude recourse to one or more others.

We consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name under the caption “Validity of the Securities” in the Registration Statement and “Validity of the Notes” in the Prospectus Supplement. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Gibson, Dunn & Crutcher LLP
