

EXHIBIT E

REQUIRED IP ASSIGNMENT PROVISIONS

Employee Proprietary Information and Inventions Assignment Agreement

[TO BE NOTARISED AND STAMP DUTY WILL BE PAYABLE AS APPLICABLE FROM TIME TO TIME IN THE RELEVANT INDIAN STATE.]

Agreement (the "Agreement") made and entered by and between Mphasis Limited, a company existing under the Companies Act, 1956 and having its registered office at (Bagmane World Technology Center WTC-3 Block A & B, Level 1 Marathahalli Ring Road Doddanakundi Village KR Puram Hobli Mahadevapura Bangalore- 560 048 (hereinafter referred to as the "Company") and Rahul Dattatray Adaki an adult Indian Inhabitant, residing at 188, New Sunil Nagar, MIDC, Solapur-413006 (hereinafter referred to as "Employee") collectively referred to as the "Parties."

WHEREAS

- I. The Company is a software company incorporated under the Companies Act, 1956 of India and engaged in the development of software.
- II. In order to achieve its corporate and business objectives, the Company needs the services of Employee.
- III. The Company and Employee desire to enter into an agreement with the view to protect the Company's Proprietary Information, Confidential Information and Third Party Information (as defined below), and to assign the Inventions (as defined below).

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, it is agreed as follows:

1. Company's Proprietary Information

The term "Company's Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company and its clients. By way of illustration but not limitation "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of employees of Company or its clients. Notwithstanding the other provisions of this Agreement, nothing received by Employee will be considered to be Company Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by Employee from a third party without confidential limitations; (3) it has been independently developed by Employee or by his agents having no access to Company's Proprietary Information; or (4) it was known to Employee prior to its first receipt from Client.

2. Third Party Information.

Employee acknowledges that, the Company has received and in the future will receive from third parties, confidential or Proprietary Information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of Employee's employment with Company and at all times thereafter, Employee shall hold Third Party Information in the strictest confidence and will not disclose (to anyone other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with Employee's work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

3. Protection of Confidential Information

Employee will protect and keep confidential all information that he/she learns in connection with the Employee's employment with Company (referred to as "Confidential Information"). Confidential Information includes, but is not limited to, all information concerning Company's business, Company's clients, Company's employees and material nonpublic information about publicly traded securities.

Employee will use Confidential Information only for purposes of the employment. Employee will disclose Confidential Information only to those who have a need to know it for purposes of the employment and who have permission to receive it. Employee will take special care in public places (e.g., restaurants, airplanes, elevators) to ensure that even casual conversation or inadvertent displays of written material do not lead to the disclosure of any Confidential Information. Employee will not remove materials containing any Confidential Information from Company's premises without appropriate permission. After the employment, Employee will return all Confidential Information to Company.

4. Government or Third Party.

Employee agrees to assign all Employee's rights, title and interest in and to any particular Invention to a third party, including, without limitation, any governmental entity, as directed by the Company.

5. Enforcement of proprietary rights.

Employee shall assist Company in every proper way to obtain and from time to time enforce United States and foreign proprietary rights relating to Company Inventions in any and all countries. To that end, Employee shall execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof. In addition, Employee shall execute, verify and deliver assignments of such proprietary rights to Company or its designee. It shall be Employee's obligation to assist Company with respect to proprietary rights relating to such Company inventions in any and all countries beyond the termination of Employee's employment, but Company shall compensate Employee at a reasonable rate after Employee's termination for the time actually spent by Employee at Company's request on such assistance.

6. Company Ownership of Work Product

(i) Employee agrees that Company solely owns all Work Product created in connection with the employment. "Work Product" means all materials and forms of intellectual property including (a) patents, patent applications, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including mask works) and registrations and applications thereof, (d) computer software programs (including source code and object code), data, databases and documentation thereof, (e) trade secrets and other confidential information (including ideas, formulas, improvements, know-how, techniques, R&D, specifications, drawings, flowcharts, programmer notes, designs, design rights, developments, plans, business plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information),

(f) waivable or assignable rights of publicity, waivable or assignable moral rights and all other forms of intellectual property, and (g) copies and tangible embodiments thereof (in whatever form or medium) authored, conceived, developed or reduced to practice by the employee alone or jointly with others for the Company or for the Company's clients, during the period of the employee's employment with the Company or pursuant to or in connection with any work performed for the Company's clients. Employee hereby agrees to assign all right, title and interest in and to such Work Product to Company. Employee will execute documents and perform other acts (including after the employment) at Company's request to establish or preserve Company's ownership of the Work Product.

(ii) Employee agrees that during and after the termination of this Agreement with Company, Employee will promptly disclose to Company, fully and in writing, all Intellectual Property rights authored, conceived or reduced to practice by him/her, alone or jointly with others, during the period of his/her employment with the Company and during the 6 month period after the last day of his/her employment with Company. In addition, Employee will promptly disclose to Company all patent applications in respect of any inventions pursuant to rendition of services to Company or Company's clients, filed by him/her or on his/her behalf within 1 year after termination of his/her employment unless such patent applications are filed by Company. Company undertakes to treat all information received under this Clause in strict confidence.

(iii) In the event Company is unable for any reason, after reasonable effort, to secure his/her signature on any document needed in connection with the actions specified herein, Employee hereby irrevocably designates and appoints Company and its authorized personnel as his/her agent and attorneys in fact and at law, which appointment is coupled with an interest, to act for and on his/her behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the aforementioned Clauses with the same legal force and effect as if executed by him/her. Employees hereby waives and quitclaim to Company all claims, of any nature whatsoever, which he/she now or may hereafter have for infringement of any Work Product assigned hereunder to Company.

7. Prior Inventions.

Inventions, if any, patented or unpatented, that Employee made prior to the commencement of Employee's employment with Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, Employee has set forth on Schedule attached hereto a complete list of all inventions that Employee has, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to commencement of Employee's employment with the Company, that Employee considers to be Employee's property or the property of third parties and that Employee wishes to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If disclosure of any such inventions on Schedule would cause Employee to violate any prior confidentiality agreement, Employee understands that Employee is not to list such Inventions in Schedule but is to inform Company only the cursory name of such invention, a list of party(ies) to whom it belongs

and the fact that full disclosure as to such inventions has not been made for that reason. If no such disclosure is attached, Employee represents that there are no Prior Inventions.

If, in the course of the term of Employee's employment with Company, Employee incorporates a Prior Invention into Company product, process or machine, Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicenses) to make, have made, modify, use and sell such Prior Invention. Employee hereby agrees, that, in the event that Employee incorporates a Prior Invention into Company product, process or machine that, such incorporation shall not result in a breach or violation of any confidentiality agreement by which Employee is bound and such incorporation shall not infringe the right(s) of any third party. Employee hereby agrees to indemnify Company against all losses, damages or costs arising from any claim made by a third party with respect to any Prior Invention in breach of the covenants contained herein. Notwithstanding the foregoing, Employee agrees that Employee will not incorporate, or permit to be incorporated, Prior Inventions in any Company inventions without Company's prior written consent.

8. Records.

Employee agrees to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by Company) of all Proprietary Information developed by Employee and all inventions made by Employee during the term of Employee's employment with Company, which records shall be available to and remain the sole property of Company at all times.

9. No Improper Use of Materials.

During Employee's employment by Company, Employee shall not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom Employee has an obligation of confidentiality, and Employee shall not bring onto the premises of Company any unpublished documents of any property belonging to any former employer or any other person to whom Employee has an obligation of confidentiality unless consented to in writing by that former employer or person.

10. Return of Company Documents.

When Employee leaves the employment of Company, Employee shall deliver to Company all drawings, notes, memoranda, specification, devices, formulas, molecules, cells and documents, together with all copies thereof, and any other material containing or disclosing any Company inventions, Third Party Information or Proprietary Information of Company. Employee further agrees that any property situated on Company's premises and owned by Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, Employee shall cooperate with Company in completing and signing the Company's termination statement for technical and management personnel.

11. Legal and Equitable Remedies.

Because Employee's services are personal and unique and because Employee may have access to and become acquainted with Company's Proprietary Information, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that Company may have for breach of this Agreement.

12. Notices.

Any notices required or permitted hereunder shall be given to the appropriate Party at the address specified above or at such other address as the Party shall specify in writing, or by facsimile. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing. Such notice shall be given upon generation of a facsimile transmission confirmation receipt if sent by facsimile.

13. General Provisions.

- (i) **Governing Law.** This Agreement will be governed by and construed according to the laws of the Republic of India.
- (ii) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes and merges all prior discussions between the Parties. No modification of or amendments to this Agreement, nor any waiver of any rights under this Agreement will be effective unless in writing signed by the Party to be charged. Any subsequent change or changes in Employee's duties, salary or compensation will not affect the validity or scope of this Agreement.
- (iii) **Severability.** If one or more of the provisions in this Agreement are deemed unenforceable by law, then the remaining provisions will continue in full force and effect.
- (iv) **Successor and Assigns.** This Agreement will be binding upon Employee's heirs, executors, administrators and other legal representatives and will be for the benefit of Company, its successors and assigns.
- (v) **Survival.** The provisions of this Agreement shall survive the termination of Employee's employment and the assignment of this Agreement by Company to any successor in interest or other assignee.
- (vi) **Employment.** Employee agrees and understands that nothing in this Agreement shall confer any right with respect to continuation of employment by Company, nor shall it interfere in any way with Employee's right or Company's right to terminate Employee's employment at any time, with or without cause as per the employment agreement of [31st May 2022] date with Company.
- (vii) **Waiver.** No waiver by Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Company of any right under this Agreement shall be construed as a waiver of any other right. Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

(viii) Terms. Where the context so requires, the use of the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural, and vice versa.

(ix) Headings. Titles or headings to the sections of this Agreement are not part of the terms of this Agreement, but are inserted solely for convenience.

(x) Effective Date. This Agreement shall be in effect as of the first day of Employee's employment with Company, namely, [Date of Joining MphasiS 17th Dec 2021].

EMPLOYEE UNDERSTANDS THAT THIS AGREEMENT AFFECTS EMPLOYEE'S RIGHTS TO INVENTIONS MADE BY EMPLOYEE DURING EMPLOYEE'S EMPLOYMENT, AND RESTRICTS EMPLOYEE'S RIGHTS TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO EMPLOYEE'S EMPLOYMENT.

EMPLOYEE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. EMPLOYEE HAS COMPLETELY FILLED OUT SCHEDULE TO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed two (2) copies of this Agreement and each Party holds one (1) copy thereof.

SIGNED AND DELIVERED)
for and on behalf of MphasiS Limited)
by the hands of [.....])
duly authorized by a Board)
resolution dated [.....])
in the presence of [.....])

DocuSigned by:

RAHUL ADARI

39362A9C4C6F48F...

SIGNED AND DELIVERED)
by the within named Employee) Rahul Dattatray Adaki
[< Employee Name >.....])
in the presence of [.....])

DocuSigned by:

RAHUL ADARI

39362A9C4C6F48F...



HR OPERATIONS

**ACKNOWLEDGMENT OF RECEIPT OF AND AGREEMENT TO
ABIDE BY MPHASIS CODE OF CONDUCT**

By signing below, I hereby acknowledge to my employer that I am aware of the existence of the Mphasis Code of Conduct, have access to it, and have read and understood it. I am also aware of how to seek guidance and report violations.

Path for accessing Code of Conduct Policy :

Company's website > Investors > Corporate Governance > Code of Business Conduct (COBC) policy:
<http://www.mphasis.com/CorporateGovernance.html#>

InQmi>HR Corner>Corporate policies>COBC: **<https://inqm1.mphasis.com/>**

Employee Name: Rahul Dattatray Adaki

Employee Number: 2492625

Employee Signature: X

DocuSigned by:
RAHUL ADABI
39362A9C4C6F48F...

Date: 31st May 2022

4

DocuSigned by
RAHUL ADABI
39362A9C4C6F48F...



HR OPERATIONS

**ACKNOWLEDGMENT OF RECEIPT OF AND AGREEMENT TO
ABIDE BY MPHASIS CODE OF CONDUCT**

By signing below, I hereby acknowledge to my employer that I am aware of the existence of the Mphasis Code of Conduct, have access to it, and have read and understood it. I am also aware of how to seek guidance and report violations.

Path for accessing Code of Conduct Policy :

Company's website > Investors > Corporate Governance > Code of Business Conduct (COBC) policy:
<http://www.mphasis.com/CorporateGovernance.html#>

InQmi>HR Corner>Corporate policies>COBC: <https://inqmi.mphasis.com/>

Employee Name: **Rahul Dattatray Adaki**

Employee Number: **2492625**

Employee Signature: **X** 

Date: **31st May 2022**





HR OPERATIONS

IT SYSTEMS ACCESS AND CONTROL AUTHORIZATION AND ACCEPTABLE USE AGREEMENT ("Agreement")

As a user of Mphasis computer systems, I understand and agree to abide by the terms of this Agreement as provided below. These terms govern my access to and use of the information technology applications, services and resources of Mphasis and/or its clients/customers/partners and the information such applications, services and resources generate or process.

I acknowledge that Mphasis and /or its clients / customers /partners have granted access to me as a necessary privilege in order to perform my authorized job functions. I agree that I will not, knowingly use or authorize others to use, my entrusted access control mechanism for purposes other than those required to perform my authorized job functions. Such access control mechanisms may include logon identification, password, workstation identification, user identification, file protection keys or production read or write keys.

I agree that I will not disclose information concerning any access control mechanism unless authorized to do so by Mphasis in writing. I will not use any access control mechanism that Mphasis and/or its clients/customers/partners have not expressly assigned to me. I will treat all information maintained on these computer systems as strictly confidential and will not disclose such information to any unauthorized person or sources.

I agree to abide by all applicable laws and regulations and also abide by Mphasis' policies, standards, guidelines and procedures that relate to the Mphasis Information Security Management System and Business Continuity Management System. I will follow all the security procedures & protocols of Mphasis computer systems and protect the data contained therein.

I acknowledge and agree that in the event that I become aware of any incidents or potential incident of non-compliance as contemplated under this Agreement, I shall immediately report the same to the Chief Risk Office and Mphasis Management.

I understand that the Mphasis Chief Risk Office or appropriate designated Mphasis officials, reserve the right, without notice, to limit or restrict any individual's access and to inspect, remove or otherwise alter any data, file or system resource that may undermine the authorized use of resources of Mphasis and /or its clients/customers/partners.

I agree understand that it is my responsibility to read and abide by the terms of this Agreement. If I have any questions about the Agreement, I understand that I need to contact my immediate supervisor, the local Human Resource Officer, or appropriate Mphasis official for clarification.

I agree to report any and all security incidents and / or potential threats to the Chief Risk Office (CRO) at CRO@Mphasis.com.

I acknowledge and agree to use Mphasis' and /or its client's / customer's / partner's resources only for official purpose and not for personal benefit or any other unauthorized purpose. Also, I shall not use unofficial or personal computing / storage devices for processing / storing company information. I understand that I am not authorized to use / store company information on portable /social media (Ex: USB, pen drives, DVD, CD, memory cards, public cloud, forums, blogs, etc.) without prior written approval from Chief Risk Office (CRO).

I agree not to use the company provided resources and privilege accesses provided as part of work function for any malicious/unauthorised purpose including: data theft, data leakage, to engage in cyber-attacks on Mphasis/client/customer/partner or other networks, damaging/corrupting data, exploit vulnerabilities, etc.

I understand that all communication, messages or electronic mail sent must comply with the Mphasis IS Security Policy. I also understand that such communication, messages or electronic mail must NOT include any political statements, religious statements, abusive or foul language and statements based on race, creed, color, age, sex, physical handicap or sexual inclination.

I understand that tailgating / piggybacking is strictly prohibited and strict action shall be taken against those who are a party to the same. I agree to use my access card for my own requirements. I agree to visibly wear the ID card provided by Mphasis on an applicable lanyard around the neck at all times during my presence at Mphasis premises.

Note: All Mphasis employees and contractors must go through the Information Security Management System (ISMS) within 30 days from the date of joining.



HR OPERATIONS

Employee's commitment to protect personal data and adherence to Mphasis Privacy Policy.

As an employee I understand that I represent Mphasis and on the basis of roles and responsibility assigned to me, I may get access to personal and sensitive personal data of employees, contractors, client's data, customer data, and shareholders data in due course of my employment. Such data may include employee Profile, customer information, financial information, travel profile, Bank related information and health information

The personal and sensitive personal data shall be identified in accordance with applicable local laws of the land and in accordance with its nature, level of sensitivity, geography, and sector. I understand and agree that rules by which personal data are handled is determined by regulation, business requirement, and contractual commitment and as per defined process.

I understand and agree that personal information may reside on Mphasis authorized computing systems, backup system, applications, database, servers or may traverse the network, be present on paper or thoughts and such personal information shall not be disclosed or shared or misused by any means.

I understand and agree that all data locations, virtual or physical, must be controlled and protected at all levels and under all circumstances. I understand and agree that I am aware of the significance of the personal data I may handle or process and I shall ensure that I will take all the care and control to prevent copying, disclosure, sharing, selling, destroying or any other misuse or unauthorised use of personal information.

I understand and agree that Mphasis relies upon employees, business partners and contractors to develop, maintain, follow and operate Mphasis provided systems, devices and networks in a safe and secure manner with all due care and caution. I understand and agree that I have responsibility to keep the information safe, notwithstanding the location of such information including on computing systems, cloud, networks, paper copies, printer's business processes and verbal transmission of information.

I understand and agree that I will not share or transfer personal data including phone number/ mobile number or office address or email id of any other employee available except for business purpose.

I agree to undertake privacy awareness mandatory training within one month from the date of joining and will continue to take such training once in a year.

I agree and understand that non-adherence to Mphasis Privacy Policy and not abiding by the aforesaid commitment may deemed to be violation of the Privacy Policy and may invoke Mphasis disciplinary action procedure. For any query or concern related to privacy write to privacy@mphasis.com

By accepting this Agreement, I hereby certify that I understand the preceding terms and provisions and that I accept the responsibility of adhering to the same. I further acknowledge that should I violate this Agreement, I will be subject to disciplinary action.

Rahul Dattatray Adaki

Employee Name :

Employee Sign :

DocuSigned by:

 39362A9C4C6F48F...

Date

31st May 2022

DocuSigned by:

 39362A9C4C6F48F...