Confidentiality andIntellectualPropertyRights

To,

InfosysLimited,
Representedby NanjappaBottolandaSomanna,
VP - Head – Employee Relations (Company)

Inconsiderationof

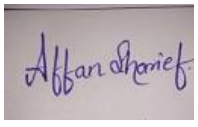
a) myemploymentwiththeCompanyand
b) thefactthatIwillhaveaccesstoCompanyandcustomerinformationandtechnicaldatawhichisconfidentialinnature;Iagreeasfollows:

1. CompanyIntellectualProperty

A. DuringthecourseofmyemploymentwiththeCompany,itislikelythatIwillcomeintopossessionoforbecomefamiliarwithconfidentialinformationrelatingtoidentity,personnel,customers,vendors,theirpresentandfuturerequirements,pricing,termsandconditionsofcontractsandtransactionsbetweenthecustomersandvendors,patents,trademarks,copyrights,inventions,prototypes,models,drawings,discoveries,concepts,trade secrets,formulas andsystemsthatrelatetotheirbusinessandthat arenot amatterofpublicrecord,specifications,processinformation andother technical informationusedinthebusinessandbusinessplansofthecompany.IherebyagreethatnopartofsuchconfidentialinformationwillbedisclosedbymetoanypersonwithoutthepriorwrittenapprovaloftheCompany.IagreetomaintainstrictconfidentialityinrespectofallsuchconfidentialinformationbothduringmyemploymentandsubsequenttomyemploymentwiththeCompany.

B. Ifurtheragreethatallcopyright,ownershipandintellectualpropertyrightsinanyworkofanynaturecarriedoutbymeduringthecourseofmyemploymentwiththeCompanyshallvestwithandremainwiththeCompany,CustomerortheVendorasthecasemaybe.Iagreethat Iwillnotbeentitledtoclaimanyright,titleorinteresttherein,includingmoralrights.Intheeventitshouldbeestablishedthatsuchworkdoesnotqualifyasa WorkMadeforHire,I agreeto anddohereby assigntoCompanyall ofmyright,title,andinterestinsuchworkproductincluding,butnotlimitedto,allcopyrights,patents,trademarks,andotherproprietaryrights.Ifurtheracknowledgeandagreethat theCompanymay,initssolediscretion,assigntothirdpartiesallsuchintellectualpropertyrights.

C. IfurtheragreethatIshallnotdisclosetoanypersonalloranypartoftheintellectualpropertyrightsinanyworkofanynaturecarriedoutbymeduringthecourseofmyemployment,belongingtotheCompany,customersorvendorsasmay bethecase.Iagreetomaintainstrictconfidentialityinrespectofallsuchintellectualpropertyrightsbothduringmyemploymentandsubsequenttomy employmentwiththeCompany.

EmployeeSignature: 

D. BothduringthetermofthisAgreement andthereafter,I agreeto fullycooperatewithCompanyinthecreation,establishment,protectionandenforcementofanyintellectualpropertyrightsthatmayderiveasaresultoftheservicesperformedbymeunderthetermsofthisAgreement.Thisshallincludeexecuting,acknowledging,anddeliveringtotheCompanyalldocumentsorpapersthatmayberequestedbytheCompanytoenabletheCompanyorcustomersoftheCompanytocreate,establish,publishorprotectsaidintellectualpropertyrights.

E. IfrequestedbytheCompany,Iagreetopromptlyreturntothe Companyallmaterials,writings,equipment,models,mechanisms,andthelikeobtainedfromorthroughtheCompany,including,butnotlimitedto,allConfidentialInformation,allofwhichIrecognizeisthesoleandexclusivepropertyofthe Company.

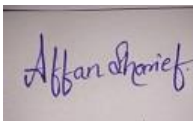
F. Ideclare that asoftoday, Iam not amemberof theBoardofDirectors, apartneroremployee,nordoIholdanyotheroffice,inanyothercompanyorbodycorporatewhetherorganizedforprofitornot.IntheeventthatIampermittedtoholdany office, whetherforprofitorotherwiseinsuchorganization,Ishallimmediatelyinformthe CompanyandIundertaketomaintaintheconfidentialityofallinformationpertainingtotheCompany,itsintellectualpropertyincludingmethodologies,processesandknowhow,anditsbusinessactivitiesandagreetobeboundby anyotherobligationsowedtothecompanyinrespectofthirdparties.

2. CustomerIntellectualProperty

A. DuringthecourseofmyemploymentwiththeCompanyImaybedeputedonspecificproject/projectsofcustomers.Iagreethatduringsuchdeputation Iwillfully,punctuallyandtothesatisfactionof theCompanyandsuchcustomerscomplywiththerulesandrequirementsrelatingtonon-disclosure,confidentiality,securitychecksandproceduresoranyotherrelatedmatters as maybeprescribedbysuch customers.

B. Iagree tostrictlyandconscientiouslyabidebytherules, regulationsandsecuritypoliciesrelatedtonetworksecuritybothattheCompanyandatcustomersites. IshalladheretothespecificsecuritymeasuresatcustomersitesunequivocallyandtothesatisfactionoftheCompanyandthecustomer.

3. IrepresentandwarranttotheCompanythatIamnotaparty toorotherwiseboundby any agreementthatmay,inany way,restrict my rightorability toenterintothisAgreementorotherwisebeemployed bytheCompany.Additionally,IagreethatIwillnotrevealtotheCompany,orotherwiseutilizein myemploymentwiththeCompany,anyproprietarytradesecretsorconfidentialinformationofanypreviousemployer.

EmployeeSignature: 

4. Non-CompeteClauseandObligationsuponTermination

A. During thecourse ofmy employment with the Company, I undertake not to enter uponor carry on, either directly or indirectly, any activity which is similar toor in competition with the business or activitiescarried on bythe Company.

B. Notificationof newEmployer:IntheeventthatIleavethe employ of Infosys,Iherebygrantconsenttonotificationby Infosystomynewemployeraboutmyrightsandobligationsunderthis Agreement.

C. NonSolicitationofEmployees:
Iagreethatforaperiodoftwelve(12)monthsimmediatelyfollowingtheterminationofmyrelationship withInfosysforanyreason,whetherwithorwithoutcause,I shallnoteither directlyorindirectlysolicit,induce,recruitorencourageanyofInfosys'employeestoleavetheiremployment,ortakeawaysuchemployees,orattempttosolicit,induce,recruit,encourageortakeawayemployeesofInfosys,eitherformyselforforanyotherpersonorentity.

D. ClientNotification:Intheeventthatmyemploymentwiththecompanyisterminated(whether bytheCompanyorbyme),or myengagement withaparticularclientisterminatedorchangedbytheCompany,IacknowledgeandagreethattheCompany'smanagement shallbesolelyresponsiblefornotifying anyclient oftheCompanyofthefact,timing,anddetailsofsuchterminationorchange.Inaddition,intheeventthatIhavedecidedtoterminatemy
employmentwiththeCompany,IagreethatIwillfirstnotifytheCompanyofmyresignationbeforediscussingitwithanyclientoftheCompany,andwilldesistfromanysuchdiscussionsuntil
theCompanyhashad areasonableperiodof timeinwhichtonotifyitsclientsoftheterminationofmyemployment.

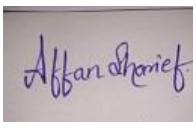
5. ThisAgreementshall begovernedby thelawsofCaliforniaifasuitisbroughtintheUnitedStatesofAmericaorIndiaifasuitisbroughtinIndia.Alldisputeshereundershallberesolvedintheapplicablestateorfederalcourtsof CaliforniaifasuitisbroughtintheUnitedStatesof AmericaorIndiaifasuitisbroughtinIndia.Thepartiesconsenttothejurisdictionofsuchcourts,agreetoacceptserviceofprocess by mail,andwaive anyjurisdictionalorvenuedefensesotherwiseavailable.

6. ThisAgreementshall be bindingonand shallinuretothebenefitof thepartieshereto,andtheirheirs,administrators,successors,andassigns.

7. Nowaiverby eitherparty ofanydefaultshall bedeemedasawaiverofany priorорsubsequentdefaultofthesameorother provisionsofthisAgreement.

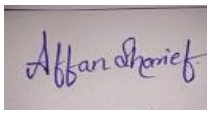
8. Ifanyprovisionhereofisheldinvalid
orunenforceablebyacourtofcompetentjurisdiction,suchinvalidityshallnotaffectthevalidityoroperationofanyotherprovision,and suchinvalidprovisionshallbe deemedtobe severedfromtheAgreement.

9. ThisAgreementandtherightsandobligationsthereunderarepersonalwithrespecttoEmployeeandmay notbeassignedby anyactof Employeeorby operationof law.TheCompanyshall,however,havetheabsolute,unfetteredrightto
assignthisAgreementtoasuccessorininteresttothe Company ortothepurchaserof any of theassetsoftheCompany.

EmployeeSignature: 

10. IagreethattheCompanymayinitiateappropriatelegalactionagainstmeforthebreachof any of thetermsof thisAgreement,andto recoverthecostsof suchlegalaction,includingalldamagesandattorneysfees.TheCompanymayalso,atitsdiscretion,ter minatemyemploymentwiththeCompany.
11. ThisAgreementconstitutestheentireAgreement,andsupersedesallotherpreviousAgreements. Itcanonly bemodifiedbyanagreementinwritingandsignedby thepartieshereto.

Place:BELAGAVI

EmployeeSignature: 

Date:17/11/2020

EmployeeName:AFFAN ALLAH BAKSH SHARIEF

EmployeeNumber:1108075

Accepted:InfosysLimited

By:NanjappaBottolandaSomanna
Title:VP - Head–EmployeeRelations