

PROPRIETARY INFORMATION, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

I recognize that Tata Consultancy Services Canada Inc., together with its parent, subsidiaries and affiliates (collectively, the “Company”), is engaged in a continuous program of training, providing software solutions and services to a large customer base, and development of products, and provision of services respecting its business, present and future.

I understand that:

- A. As part of my employment by the Company, I am expected to develop business, support customer engagements and make new contributions of value to the Company;
- B. My employment creates a relationship of confidence and trust between me and the Company with respect to any information:
 - (1) Applicable to the business of the Company; or
 - (2) Applicable to the business of any client or customer of the Company, which may be made known to me by the Company or by any client or customer of the Company, or learned by me in such context during the period of my employment.
- C. The Company possesses and will continue to possess information that has been created, discovered or developed by, or otherwise become known to the Company (including without limitation information created, discovered, developed, or made known by me during the period of or arising out of my employment by the Company) and/or may become engaged. All of the aforementioned information is hereinafter called “Proprietary Information.” By way of illustration, but no limitation, Proprietary Information includes trade secrets, processes, structures, formulae, data and know-how, improvements, proprietary information, product concepts, techniques, marketing plans, strategies, forecasts, customer lists and information about the Company’s employees and/or consultants (including without limitation the compensation, job responsibility and job performance of such employees and/or consultants).
- D. As used herein, the period of my employment includes any time in which I may be retained by the Company as a director or consultant.

In consideration of my employment or if I am already an employee of the Company, any continued employment and other good and valuable consideration, receipt of which is hereby acknowledged, as the case may be, and the compensation received by me from the Company from time to time, I hereby agree as follows:

1. Ownership of Proprietary Information. All Proprietary Information shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights and other rights in connection therewith, including but not limited to the right to make application for statutory protection. I hereby assign to the Company any rights I may have or acquire in such after its termination; I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company and only for the benefit of the Company.

2. Sole Employment. I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business other than for the Company.

3. Delivery of Documents and Data. In the event of the termination of my employment by me or by the Company for any reason, I will deliver to the Company all documents and data of any nature pertaining to my work with the Company, I will not take with me or deliver to anyone else any documents or data of any description or any reproduction of any description containing or pertaining to any Proprietary Information and I will sign and deliver the "Termination Certification" attached hereto as Annex B.

4. Disclosure of Proprietary Information. I will promptly disclose to the Company, or any persons designated by it, all improvements, proprietary information, designs, ideas, works of authorship, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulae, processes, techniques, know-how, computer software (in object code or source code form) and data, whether or not patentable, made or conceived or reproduced to practice or learned by me, either alone or jointly with others, during the period of my employment (whether or not during normal working hours) that are related to or useful in the actual or anticipated business of the company, or result from tasks assigned to me by the Company or result from use of premises or equipment owned, leased, or contracted for by the Company (all said improvements, proprietary information, designs, ideas, works of authorship, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulae, processes, techniques, know-how, computer software (in object code and source code form), data, patent applications, continuation applications, continuation-in-part applications, file wrapper continuation applications and divisional applications shall be collectively hereinafter called "Proprietary Information").

5. Assignment of and Assistance on Proprietary Information.

- (a) I hereby assign to the Company any rights I may have or acquire in all and agree that all proprietary information shall be the sole property of the company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights and

other rights in connection therewith. I further agree to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights or other rights on said Proprietary Information in any and all countries, and to that end I will execute all documents necessary:

- (i.) to apply for, obtain and vest in the name of the Company alone (unless Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and
 - (ii.) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection.
- (b) In the event the Company is unable, after reasonable effort, to secure my signature on any patent, copyright or other analogous protection relating to an Invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such application or applications and to do call other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by me. My obligation for such Proprietary Information in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.
- (c) I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are being created at the instance of the Company and are "works made for hire," as that term is defined in the applicable Copyright Act . If such laws are inapplicable or in the event that such works, or any part thereof, are determined by a court of competent jurisdiction not to be a work made for hire under the applicable copyright laws, this agreement shall operate as an irrevocable and unconditional assignment by me to the Company of all of my right, title and interest (including, without limitation all rights in and to the copyrights throughout the world, including the right to prepare derivative works and the right to all renewals and extensions) in the Works in perpetuity.

6. Proprietary Information Prior to and Post-Employment. Except as listed on Annex A attached to this Agreement, I will not assert any rights to any proprietary information, discoveries, concepts or ideas, or improvements thereof or know-how related thereto, as having

been made or acquired by me prior to being employed by the Company, or since then, and not otherwise covered by the terms of this Agreement. I shall not be obligated to assign any invention that may be wholly conceived by me after I leave the employ of the Company, except that I am so obligated if such invention shall involve the utilization of confidential information or Proprietary Information obtained while in the employ of the Company. I shall not be obligated to assign any Invention that relates to or would be useful in any business or activities in which the Company is engaged if such invention was conceived and reduced to practice by me prior to my employment with the Company, provided that all such proprietary information are listed at the time of employment on the attached Annex A.

7. No Breach of Duty. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not, and to the best of my present knowledge and belief will not, breach any agreement or duty to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith. I am not at the present time restricted from being employed by the Company or entering into this Agreement.

8. No Prior Employer Property. I understand as part of the consideration for the offer of employment extended to me by the Company and of my employment or continued employment by the Company that I have not brought and will not bring with me to the Company or use in the performance of my responsibilities at the Company any materials or documents of a former employer that are not generally available to the public, unless I or the Company have obtained written authorization from the former employer for their possession and use.

Accordingly, this is to advise the Company that the only materials or documents of a former employer which are not generally available to the public that I will bring to the Company or use in my employment are identified on Annex A attached hereto, and as to each such item, I represent that I have obtained prior to the effective date of my employment with the Company written authorization for their possession and use in my employment with the Company.

I also understand that, in my employment with the Company, I am not to breach any obligation of confidentiality or duty that I have to former employers, and I agree that I shall fulfill all such obligations during my employment with the Company.

9. Non-Solicitation. During the term of my employment by the Company, and for a period of twelve months thereafter, I shall not, directly or indirectly, without the prior written consent of the Company:

- (a) solicit or induce any employee of the Company to leave the employ of the Company or hire for any purpose any employee of the Company or any employee who has left the employment of the Company within twelve months of the termination of said employee's employment with the Company;
- (b) solicit or accept employment as an employee or independent contractor, with any customers of the Company for whom I was assigned responsibility to support Company's engagement at any time during the term of my employment with the Company.

10. No Employment Agreement. I agree that the Company is not by reason of this Agreement obligated to continue me in its employment.

11. Remedies for Breach. I agree that any breach of this Agreement by me would cause irreparable damage to the Company and that, in the event of such breach, the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent or redress the violation of my obligations hereunder.

12. Separability. If any provision hereof shall be declared unenforceable for any reason, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement. Further, such provision shall be reformed and construed to the extent permitted by law so that it would be valid, legal and enforceable to the maximum extent possible.

13. Effective Date. This Agreement shall be effective as of the first day of my employment by the Company, namely: 4/26/2022

14. Assignability. This Agreement shall be binding upon me, my heirs, executors, assigns, and administrators, shall inure to the benefit of the Company, its successors, and assigns, and shall survive the termination of my employment by the Company, regardless of the manner of such termination.

15. Applicable Law. This Agreement shall in all respects be governed by, construed and enforced in accordance with the internal laws of the province in which I am employed and the applicable federal laws of Canada, without regard to principles of conflicts of law.

16. Attorney Fees. If I shall default in any of my obligations under this Agreement, the Company may proceed to protect and enforce its rights by suit in equity or action at law, whether for specific performance of any term contained herein or for an injunction against the breach of any term of this Agreement, or to enforce any other legal or equitable right of the Company or to take any one or more of such actions. In the event the Company brings such an action against me, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under

or with respect to this Agreement, including without limitation such reasonable fees and expenses of attorney's, which shall include without limitation all fees, costs and expenses of appeals.

DEEP BHATTACHARJEE

Employee Name

Employee Signature

[Click here to enter a date.](#)

Date