



SIGN ON BONUS AGREEMENT

This Sign-On Bonus Agreement ('Agreement') is entered into by and between Infosys Limited, a Company registered under the Indian Company Act and having its registered office at Hosur Road, Electronic City, Bangalore - 560100 (Infosys") and Mr. Sathya Narayanan resident of B-14, Phase 2,, Parsn Palm Legend, Ondipudur,, COIMBATORE ,Tamil Nadu. ("Candidate") (collectively, the "Parties")."

1. Sign-On Bonus. Infosys agrees to pay Candidate a one-time Sign-On Bonus of INR 125,000 ('Bonus'), subject to all required taxes and withholdings, to be paid during the first payroll month with the company. The Parties agree that the Bonus is an unvested wage advance upon receipt that Candidate will earn in its entirety by remaining employed by Infosys for 12 months following the Hire Date.
2. Repayment of Bonus. Candidate agrees to repay to Infosys the full amount of the Bonus, according to the following terms:
 - a. Repayment Due to Termination of Employment. If Candidate's employment with Infosys terminates less than 12 full months after the Hire Date for any reason, Candidate agrees to repay the full amount of the Bonus. Candidate further agrees that Candidate will repay the Bonus no later before the last date of employment with Infosys and that any outstanding balance on such repayment obligation is delinquent and immediately collectable the day following the effective date of termination.
 - b. Company initiated separation. Infosys agrees that no Bonus shall be recoverable from Candidate if the employment of the Candidate is terminated before completion of 12 months after the Hire Date, due to ill health or other unavoidable exigencies as the company may deem fit.
3. No Guarantee of Continued Employment. Nothing in this Agreement guarantees employment for any period of time.
4. Consent to Offset. Candidate agrees that any repayment due to Infosys under this Agreement may be deducted to the extent permitted by law from any amounts due to Candidate at the time of employment termination, including wages, accrued Leave pay, incentive compensation payments, bonuses and commissions, gratuity and hereby expressly authorizes such deduction(s).

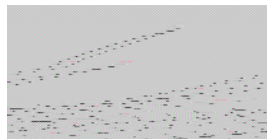
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5. Acknowledgements and Integration. Candidate understands he/she has the right to discuss this Agreement with any individual, and that to the extent desired, he/she has availed himself/herself of this opportunity. Candidate further acknowledges that he/she has carefully read and fully understands the provisions of this Agreement, and that he/she is voluntarily entering into it without any duress or pressure from Infosys. Candidate also understands and acknowledges that this Agreement is the entire agreement between him/her and Infosys with respect to this subject matter, and Candidate acknowledges that Infosys has not made any other statements, promises or commitments of any kind (written or oral) to cause Candidate to agree to the terms of this Agreement.

CANDIDATE

INFOSYS LIMITED

Employee Signature:

A handwritten signature in black ink on a light gray background.

Employee Name: Mr. Sathya Narayanan Sudhakar

RICHARD LOBO

EVP and Head Human Resources - Infosys Limited

Place:

Date: