

## Non-Disclosure Agreement

Monday, August 2, 2021

This Agreement dated as above, is made by and between Employee identified above and Mphasis Limited and its subsidiaries, hereinafter referred as "the Company", which expression unless repugnant to the context and meaning thereof shall mean and include its successors and assigns.

Whereas the Company is engaged in the business of providing various Technical and Software Services to its customers worldwide, and

Whereas Business ethics and practice requires the Company to keep all Proprietary Information confidential, and Whereas the Company is usually required to sign a Non-Disclosure Agreement with its Customers, the violation of which can cause great financial loss, irreparable loss of reputation and injury to the Company, and

Whereas such Non-Disclosure Agreements with its Customers often require the Company to execute a Non-Disclosure Agreements with its Employees, and

Whereas Employee is the recipient of Confidential Information, as defined below, from the Company and its various Customers from time to time and:

Now, therefore, in consideration of the foregoing and mutual covenant, terms and conditions hereinafter expressed, Employee hereby agrees as follows:

### 1. Confidential Information - Definition

"Confidential Information" shall mean any Company or Company's Client's or Customers proprietary or confidential information including:

- Technical data, trade secrets or know-how, whether (oral or written or in electronic format and whether marked confidential or not), including but not limited to; all computer programs (including object and source code), software processes, systems writings, technical know-how, or ideas, belonging to the Company and/or its customers, research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of the Company with whom you become acquainted), trade secrets or know-how, whether (oral or written or in electronic format and whether
- All manuals, systems documentation, confidential reports, correspondence, memoranda, documents, or other materials of the Company and/or its customers, markets, software, developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by the Company in any country or jurisdiction.
- Any other business information of the Company including its business plans, practice methodologies and technologies (including computer software), training materials, personnel information, privacy information, personal data, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property,
- All Communication and other materials of the Company and/or its customers, any and all ideas, processes, methods, programming aids, reports, programs, manuals, improvement enhancements or modifications thereto, developed, prepared, conceived made or suggested by employee or by the Company (collectively referred to as "Work Products")
- All information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not, marked as "Confidential" or otherwise disclosed under circumstances that one would reasonably expect to be "Confidential"
- Confidential Information however shall not include knowledge, skills, or information which is common to the business of the Company, or which is generally known outside the Company and which is presently in the public domain.

2. Employee acknowledges and agrees that the Confidential Information constitutes trade secrets, intellectual Property Rights, Privacy Information, Personal data of Mphasis and /or customers and has great value to the Company and or its customers and that copying, sharing, misusing, disclosing such information can cause irreparable damage and has great value to the Company and or its customers and that disclosing such information can cause irreparable damage and great financial loss to the Company and/or its Customers. As consideration for the continued employment of the employee the Confidential Information will be used by Employee solely for the purpose of performing services for various projects, which will be assigned to Employee, during his tenure with the Company. The Employee agrees that at all times during the term of his/her employment and thereafter (without limit of time);

- To hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company, and
- Not to disclose or divulge the Confidential Information to any person or entity without written authorization of the Company.

3. Employee shall in no case, copy, distribute, disclose, sell, commercially exploit or otherwise make use of Confidential Information, except by prior written authorization of any Executive of the Company of the rank of President. The foregoing obligations shall not apply to any information that (a) was known to Employee prior to receiving any of the confidential Information from Company or its customers/clients; (b) has become publicly known through no wrongful act of Employee; or (c) was ordered to be publicly released by the order of a government agency. Provided that the Employee shall provide Company with a 15 day written notice prior to disclosing any Confidential Information subsequent to an order of a government agency.

4. Employee shall not remove Confidential Information from the Company office or work-place, or where Customer's work is being carried out, except by prior written authorization of any Executive of the Company of the rank of President.

5. Employee shall, at the time of termination or resignation of his services, return to the Company all Confidential Information, including copies on paper, hard drive, disk, tape or any other relevant information/data in any other form.

6. Employee certifies that his/her employment with the Company will not breach any agreement to keep in confidence the confidential information of a former employer, client or third party, and the Employee has not brought to the Company any such information.

7. Employee agrees that violation in any material respect of this Agreement would cause the Company and/or its Customers irreparable injury of which it would have no adequate remedy at law and, in the event of any such violation, the Company will be entitled to preliminary and other injunctive relief in addition to any other remedies to which the Company may be entitled at law or in equity. In the event of any violation of this Agreement by Employee, Employee shall be liable for any loss, financial or otherwise, suffered by the Company.

8. This agreement contains the entire agreement between the Employee and Company, and no alteration or variations of the terms of this agreement shall be valid unless made in writing and signed by both the parties here to. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of confidential information and / or non disclosure and is in addition to any non disclosure or confidentiality obligations contained in the offer letter/Terms of Employment.

9. Employee agrees to submit to the jurisdiction of the courts of the respective work location. This agreement shall remain current and in force, irrespective of whether you are under employment of the Company or not.

10. The employee acknowledges that his or her obligations under this agreement will survive the termination of his/her employment with the Company.

11. Employee agrees to indemnify the Company for any losses or damages sustained by the Company caused by or related to your breach of any of the provisions contained in the Terms of this agreement.

12. In the event of any violation of this agreement after my employment with the Company has ended, I consent to and agree that the Company has an unconditional right to notify my current or prospective employer of the violation to protect the Company's interest

including its Confidential information.

**I have read, understood and accept the contents of this page**

Click to sign

Mallikarjun Nawabhag

Monday, August 2, 2021