

Confidentiality and Intellectual Property Rights

To,

Infosys Limited,
Represented by Nanjappa Bottolanda Somanna,
VP - Head – Employee Relations (Company)

In consideration of

- a) my employment with the Company and
- b) the fact that I will have access to Company and customer information and technical data which is confidential in nature; I agree as follows:

1. Company Intellectual Property

A. During the course of my employment with the Company, it is likely that I will come into possession of or become familiar with confidential information relating to identity, personnel, customers, vendors, their present and future requirements, pricing, terms and conditions of contracts and transactions between the customers and vendors, patents, trademarks, copyrights, inventions, prototypes, models, drawings, discoveries, concepts, trade secrets, formulas and systems that relate to their business and that are not a matter of public record, specifications, process information and other technical information used in the business and business plans of the company. I hereby agree that no part of such confidential information will be disclosed by me to any person without the prior written approval of the Company. I agree to maintain strict confidentiality in respect of all such confidential information both during my employment and subsequent to my employment with the Company.

B. I further agree that all copyright, ownership and intellectual property rights in any work of any nature carried out by me during the course of my employment with the Company shall vest with and remain with the Company, Customer or the Vendor as the case may be. I agree that I will not be entitled to claim any right, title or interest therein, including moral rights. In the event it should be established that such work does not qualify as a Work Made for Hire, I agree to and do hereby assign to Company all of my right, title, and interest in such work product including, but not limited to, all copyrights, patents, trademarks, and other proprietary rights. I further acknowledge and agree that the Company may, in its sole discretion, assign to third parties all such intellectual property rights.

C. I further agree that I shall not disclose to any person all or any part of the intellectual property rights in any work of any nature carried out by me during the course of my employment, belonging to the Company, customers or vendors as may be the case. I agree to maintain strict confidentiality in respect of all such intellectual property rights both during my employment and subsequent to my employment with the Company.

D. Both during the term of this Agreement and thereafter, I agree to fully cooperate with Company in the creation, establishment, protection and enforcement of any intellectual property rights that may derive as a result of the services performed by me under the terms of this Agreement. This shall include executing, acknowledging, and delivering to the Company all documents or papers that may be requested by the Company to enable the Company or customers of the Company to create, establish, publish or protect said intellectual property rights.

E. If requested by the Company, I agree to promptly return to the Company all materials, writings, equipment, models, mechanisms, and the like obtained from or through the Company, including, but not limited to, all Confidential Information, all of which I recognize is the sole and exclusive property of the Company.

Employee Signature:

F. I declare that as of today, I am not a member of the Board of Directors, a partner or employee, nor do I hold any other office, in any other company or body corporate whether organized for profit or not. In the event that I am permitted to hold any office, whether for profit or otherwise in such organization, I shall immediately inform the Company and I undertake to maintain the confidentiality of all information pertaining to the Company, its intellectual property including methodologies, processes and know how, and its business activities and agree to be bound by any other obligations owed to the company in respect of third parties.

2. Customer Intellectual Property

A. During the course of my employment with the Company I may be deputed on specific project/projects of customers. I agree that during such deputation I will fully, punctually and to the satisfaction of the Company and such customers comply with the rules and requirements relating to non-disclosure, confidentiality, security checks and procedures or any other related matters as may be prescribed by such customers.

B. I agree to strictly and conscientiously abide by the rules, regulations and security policies related to network security both at the Company and at customer sites. I shall adhere to the specific security measures at customer sites unequivocally and to the satisfaction of the Company and the customer.

3. I represent and warrant to the Company that I am not a party to or otherwise bound by any agreement that may, in any way, restrict my right or ability to enter into this Agreement or otherwise be employed by the Company. Additionally, I agree that I will not reveal to the Company, or otherwise utilize in my employment with the Company, any proprietary trade secrets or confidential information of any previous employer.

4. Non-Compete Clause and Obligations upon Termination

A. During the course of my employment with the Company, I undertake not to enter upon or carry on, either directly or indirectly, any activity which is similar to or in competition with the business or activities carried on by the Company.

B. Notification of new Employer: In the event that I leave the employ of Infosys, I hereby grant consent to notification by Infosys to my new employer about my rights and obligations under this Agreement.

C. Non Solicitation of Employees: I agree that for a period of twelve (12) months immediately following the termination of my relationship with Infosys for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of Infosys' employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of Infosys, either for myself or for any other person or entity.

D. Client Notification: In the event that my employment with the company is terminated (whether by the Company or by me), or my engagement with a particular client is terminated or changed by the Company, I acknowledge and agree that the Company's management shall be solely responsible for notifying any client of the Company of the fact, timing, and details of such termination or change. In addition, in the event that I have decided to terminate my employment with the Company, I agree that I will first notify the Company of my resignation before discussing it with any client of the Company, and will desist from any such discussions until the Company has had a reasonable period of time in which to notify its clients of the termination of my employment.

Employee Signature:

5. This Agreement shall be governed by the laws of California if a suit is brought in the United States of America or India if a suit is brought in India. All disputes hereunder shall be resolved in the applicable state or federal courts of California if a suit is brought in the United States of America or India if a suit is brought in India. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.
6. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.
7. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
8. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision, and such invalid provision shall be deemed to be severed from the Agreement.
9. This Agreement and the rights and obligations thereunder are personal with respect to Employee and may not be assigned by any act of Employee or by operation of law. The Company shall, however, have the absolute, unfettered right to assign this Agreement to a successor in interest to the Company or to the purchaser of any of the assets of the Company.
10. I agree that the Company may initiate appropriate legal action against me for the breach of any of the terms of this Agreement, and to recover the costs of such legal action, including all damages and attorney's fees. The Company may also, at its discretion, terminate my employment with the Company.
11. This Agreement constitutes the entire Agreement, and supersedes all other previous Agreements. It can only be modified by an agreement in writing and signed by the parties hereto.

Place:

Employee Signature:

Date:

Employee Name:

Accepted: Infosys Limited

Employee Number:

By: Nanjappa Bottolanda Somanna

Title: VP - Head – Employee Relations

ANNEXURE - III
INFORMATION SHEET

Name : Asish Pradhan

Candidate ID : 1000551853

1. Role and Competency Based Organization

Infosys Limited ("Infosys" or "Company") has a role and competency based structure. A "role" is defined as a set of responsibilities and accountabilities assigned to or expected to be carried out by a person or group.

All HR processes such as selection, training requirements, career planning, growth and compensation and benefits are based on this structure.

At Infosys, for senior management, there are titles such as Associate Vice President, Vice President, Senior Vice President and Executive Vice President. For employees holding such titles, all policies related to compensation and benefits are based on the title and role of the individual.

2. Probation Period and Confirmation as a Permanent Employee

You will be on probation for a period of six months from your date of joining the Company and may be confirmed as a permanent employee upon successful completion of your probation. Please note that as per Company policy, you would be confirmed on the 1st day of the month succeeding the month of completion of probation of six months from the date of joining the Company or after the period of probation, whichever is later. Employees joining on the first working day of the month will get confirmed on 1st of the month in which they complete their probation period.

In addition to your performance during the probationary period, your confirmation as a permanent employee is subject to your submitting the documents required by the Company. Two copies of the following (To be provided on the date of your joining the Company. Please refer to the clause on `Background Checks` for further details) will constitute the required documents:

1. Class 10 (or equivalent) Marks Sheet/s
2. Class 12 (or equivalent) Marks Sheet/s
3. Graduation Marks Sheet/s
4. Final Graduation Degree Certificate
5. Post-Graduation Marks Sheet/s (if applicable)
6. Diploma Certificate (if applicable)
7. Relieving letter/experience letter (in case you are already employed) from all previous employers (as applicable)
8. Passport
9. National Skills Registry
10. PAN Card (Under Income Tax laws, disclosure of your Permanent Account Number (PAN) to Infosys Limited is mandatory. Please disclose your PAN to Infosys on or before 30 days from the day of joining and note that disclosure of PAN is a pre-condition for your confirmation into the system).

Please note that the above mentioned documents should be approved by the Employee Relations team and uploaded into the e-docket application 15 days prior to the due date of confirmation. Your confirmation with the Company may be withheld if you fail to submit the aforementioned documents. Your confirmation or extension of probation, as the case may be will be governed by the Company's Confirmation Policy.

3. Leave

You will be eligible for 15 working days of Earned Leave annually during your probation. This shall be credited on a quarterly basis as per the table below:

Year / Quarter	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Number of Days	4	4	4	3	15

Please note that in above table quarter 1 denotes the quarter you have joined and should not be read by financial year quarter definition.

Illustration:

If an employee joins the Company in quarter two of the financial year 2020-21, the quarter two of the financial year 2020-21 will be considered as the first quarter for the purpose of leave credit. Please note that leave days shall be credited on a pro-rata basis in the first quarter of your employment.

Post confirmation, you will be eligible for 20 working days of leave annually. The same will be credited from the quarter following your confirmation, in the below pattern:

Year / Quarter	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Number of Days	5	5	5	5	20

Further details will be provided to you at the time of joining.

4. Business Related Expenses

You will be required to claim all business related expenses and settle all dues within 30 days of incurring the expenditure. Expense claims, which are received after 30 days from the date of incurring the expenditure, will be deemed to be unauthorized. Also, any unsettled dues post the aforementioned period would be deducted from the salary.

5. Ex gratia/Bonus

You will be eligible for an Ex gratia/Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet of this letter. The mode of payment for Financial Year 2020-21 will be as follows:

95% of the Bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis.

The balance amount will be paid out in the end of the financial year. The mode of payment for each Financial Year will be determined at the beginning of the same.

Illustration:

Bonus amount mentioned in the Compensation Details sheet (at 100%) for a certain employee is INR 1,000 per month. 95% of this amount, i.e. INR 950, would be paid out to the employee per month. The balance amount of INR 50 per month shall be consolidated and paid out at the end of the financial year.

6. Basket of Allowances (BOA)

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company intranet, based on your preferences and income tax plans.

7. National Pension Scheme

We offer all our India based employees the option to contribute towards the National Pension Scheme. Any contribution made by an employer to the employee's Tier I NPS account will be exempt from taxes for the employee. This would be over and above the INR 1.5 lakh exemption limit defined under section 80C of the IT Act. The exemption from taxes is available for a maximum contribution of 10% of Basic Salary of the employee in a Financial Year.

Details

Your contribution to NPS will be carved out of your Basket of Allowances (BOA) as a separate component and will be equal to the amount you intend to allocate under NPS. This amount will be directly remitted to the Point of Presence Bank associated with Infosys. BOA less NPS will continue to be paid through monthly payroll.

A maximum of 20% of your Basic Salary can be allocated towards NPS. A minimum contribution of INR 6,000 is required annually and INR 500 per contribution.

You can open a Tier 1 account with ICICI Bank if you wish to contribute to NPS. If you already have an existing Tier 1 account with any other bank, you will need to transfer the same to ICICI Bank as that is the Point of Presence Bank for Infosys employees.

You can read the Policy, FAQs and the process document available on our Intranet for all the details once you join. The ICICI branches on our campuses will also help you with your queries.

8. Information Security

The role and responsibilities related to Information Security for all employees are outlined in the Information Security Policy of Infosys, which every employee is expected to abide by. All Information Security standards and guidelines will also be applicable to you. In addition, for roles that are privy to more sensitive information, specific Information Security responsibilities will be communicated at the time of joining.

9. National Skills Registry

Infosys has always believed in surpassing customer expectations and has created several new benchmarks and standards in security, service and quality, and in order to do this, we have maintained a strong focus on compliance. The National Skills Registry" of NASSCOM, ensures more effective information security standards. In case you have not registered yourself with [National Skills Registry], you would be required to do so prior to your joining Infosys Limited irrespective of the nature of your role with us. The cost of your registration with National Skills Registry will have to be borne by you. For more information on national skills registry for registration, please visit [www.nationalskillsregistry.com]. This kit contains the document on steps/procedures for NSR registration."

10. Linkage of UAN and AADHAR Card Number

As per the directions of the Employees Provident Fund Organization ("EPFO") it is mandatory KYC requirement for all employees to link their Aadhaar card number with their provident fund Universal Account Number ("UAN"). Hence, to comply with the obligations under the Employees Provident Funds and Miscellaneous Provisions Act 1952 ("EPF Act") and also for availing the benefits under the EPF Act, you are required to disclose either your Aadhaar card number or the Aadhaar enrollment number as applicable, at the time of joining. Please note that Infosys Limited would not be liable for your inability to avail the benefits provided under the EPF Act due to the non-linkage of your Aadhaar card number to your UAN.

11. Meal Voucher

Meal Voucher Scheme in India allows employees to set apart some amount from their gross salary to be spent on meals while at work, and avail tax benefits on such expenses. Under this policy, full time employees can select from the below monthly option:

Option 1 - INR 3,300

Option 2 - INR 2,200

Option 3 - INR 1,100

Meal vouchers are made available as a meal wallet on the Infosys ID card, in partnership with ICICI. These meal vouchers can be utilized within the Infosys campus, at food joints only. Upon completion of joining formalities, you will receive the required information that will enable you to enroll for the benefit

Note: This document only gives indicative details of the different plans and procedures applicable to employees. The implementation of the plans mentioned here is governed by policies of Infosys and applicable legal agencies, and may change from time to time without prior notice. Latest details and specifics of each plan are available with the Human Resources department.