

## Invention Assignment & Non- Solicitation Agreement

This Invention Assignment and Non Solicitation Agreement (the "Agreement") is made this Wednesday, September 22, 2021 between Kavya Venkata Sai Suma Chunduri (*EMPLOYEE*), residing at and Mphasis limited and its subsidiaries (Mphasis). MPHASIS and EMPLOYEE may hereinafter individually be referred to hereinafter as the "Party" and collectively the "Parties".

Whereas MPHASIS is in the business of providing technical and software consulting services to its Clients; and Whereas EMPLOYEE is employed by MPHASIS pursuant to the terms and conditions as stated in his/her offer letter/employment agreement dated Monday, September 27, 2021

Now therefore, in consideration of the foregoing and the mutual covenants, terms and conditions hereinafter expressed, EMPLOYEE and MPHASIS agree as follows:

1. The EMPLOYEE shall, during the period of employment, work exclusively for the business of MPHASIS.
2. In exchange for employment with MPHASIS, EMPLOYEE agrees to assign ideas, innovations, improvements, designs, discoveries, and inventions (from here on "inventions"), and patents to MPHASIS. Any invention EMPLOYEE makes, solely or jointly with others, while EMPLOYEE is employed shall belong to MPHASIS if it:
  - a. is made with MPHASIS' equipment, supplies, facilities, trade secrets, or time;
  - b. relates, at the time of its conception or development, to the MPHASIS' business or MPHASIS' actual or anticipated research or development; or
  - c. Results from any work performed by EMPLOYEE for MPHASIS.
3. EMPLOYEE will disclose to MPHASIS all inventions that EMPLOYEE conceives of, develops, or that are first reduced to practice during Employee's employment. EMPLOYEE will also disclose all patent applications that EMPLOYEE files within a year after Employee's employment terminates. Any patent application filed within a year after Employee's employment terminates is presumed to relate to an invention made during employment unless EMPLOYEE can prove otherwise. EMPLOYEE will assign these inventions to MPHASIS, which shall have the right to keep these inventions as trade secrets if it chooses. EMPLOYEE will assist MPHASIS in obtaining patents on inventions that MPHASIS deems patentable. EMPLOYEE shall execute all documents and do all things necessary to obtain letters patent, to vest MPHASIS with full and extensive titles to the patents, and to protect the patents against infringement by others.
4. All work performed in the course of employment with MPHASIS is exclusively for the benefit of MPHASIS and the product of such work shall be "works-made-for-hire". MPHASIS shall own all rights to such works and may make any use or nonuse of such works without further payment or obligation to the EMPLOYEE.
5. The compensation agreed upon between EMPLOYEE and MPHASIS is the sole payment for all services provided by the EMPLOYEE. The EMPLOYEE is not entitled to the payment of royalties or other forms of compensation for the works developed in the course of employment.
6. In the event of any termination for any reason whatsoever, the EMPLOYEE shall not for a period of one year from the date of such termination, directly or indirectly, provide service to any Client where EMPLOYEE previously provided services to the Client on behalf of MPHASIS or was introduced through MPHASIS. For the purposes of this paragraph, "introduced through MPHASIS" means where a Client, EMPLOYEE, contractor or other individual came to the attention of the EMPLOYEE in any

manner through MPHASIS.

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7. The EMPLOYEE further acknowledges and agrees that he/she will likely be exposed to a significant amount of confidential information concerning MPHASIS' business methods, operations and customers while employed under this Agreement, that such information might be retained by the EMPLOYEE in tangible form or simply retained in the Employee's memory, and that the protection of MPHASIS' exclusive rights to such confidential information and trade secrets can best be ensured by means of a restriction on the Employee's activities after termination of employment. Therefore, the EMPLOYEE agrees that for a period of 1 (one) year following employment termination (whether voluntary or involuntary and with or without cause), the EMPLOYEE shall not solicit, divert or initiate any contact with (or attempt to solicit, divert or initiate any contact with) any customer, client, independent contractor or EMPLOYEE of MPHASIS for any commercial or business reason whatsoever.
8. MPHASIS prohibits the EMPLOYEE from utilizing any trade secrets or proprietary information of a previous employer and the EMPLOYEE agrees and represents that he/she will not use any such information while performing his/her duties for MPHASIS. EMPLOYEE further represents that, to the best of his/her knowledge, there are no prior agreements that restrict the EMPLOYEE'S employment with MPHASIS.
9. If any of the provisions of this Agreement are declared invalid or unenforceable, the same shall not affect the remainder of the Agreement or rights or remedies, which shall be given full effect without regard to the invalid portions.
10. This Agreement does not create any rights to employment with MPHASIS and is in addition to other agreements that may have been signed by the EMPLOYEE and MPHASIS. Except as specified herein, this agreement does not limit any rights of EMPLOYEE or MPHASIS created by any other contracts or laws.
11. All notices required or permitted under this Agreement shall be made in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail (return receipt requested) or by overnight courier. All notices shall be addressed to the parties at the respective addresses indicated above.
12. Employee agrees to submit to the jurisdiction of the courts of the respective work location. This agreeemnt shall remain current and in force, irrespective of whether you are under employment of the Company or not.
13. In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including all costs and attorney's fees incurred in collection of a judgment issued pursuant to an action filed under this Agreement.
14. This Agreement contains the entire agreement between the parties with regards to the subject matter contained herein and it supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations or discussions between the parties related to this Agreement. Provided that the terms stated herein are in addition to any non-solicitation or invention assignment obligations contained in the offer letter/Terms of Employment.

This Agreement shall become effective on the date of hire of the EMPLOYEE.

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