

## ***Employee Confidentiality, Protection of IP rights and Non-Competition Undertaking***

In the course of your employment with **Amdocs Development Center India LLP, Tower 2, Magarpatta, Hadapsar, Pune - 411013**. (Hereinafter referred to as “Amdocs”), you shall have access to and be in possession of items and information that are valuable, special or classified and constitute unique and/or proprietary assets/information. Among these are the terms and conditions of your employment, proprietary technology or know-how, inventions computer programs, software, customer lists and information, files, financial data, financial affairs, employee list and information, salary information, designs, internal business procedures, software in various stages of research and development, source codes, business plans, future plans, potential strategies, valuable, special or classified information including any unique and/ or proprietary assets and/ or information and other items and information belonging to/owned by/ licensed to, Amdocs, its personnel, its customers, its suppliers and/or their affiliates (collectively, the “Confidential Information”, irrespective of whether such information is (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not such information is expressly stated to be confidential or marked as such). In consideration of your employment with Amdocs, your gaining valuable experience during your employment at Amdocs and you having access to the Confidential Information, you acknowledge, agree and unconditionally undertake as follows.

1. You shall not, at any time during your employment with Amdocs or after termination thereof, disclose, divulge, display, disseminate, use or make public, directly or indirectly, any such items or Confidential Information, or any part thereof to any person or entity, for any reason or purpose whatsoever except with the prior written consent of Amdocs or with prior written notice to Amdocs if required by law, and you shall not damage or harm Amdocs’s reputation, goodwill, and/or business relations with any entity or person including but not limited to customers, official bodies, agencies, and Amdocs’s personnel.
2. You will use all reasonable means available to you to prevent any disclosure of Confidential Information by any other person and you will ensure that any Confidential Information of which you have knowledge is safely and securely stored. You acknowledge that Amdocs may suffer extensive loss or damage from disclosure of Confidential Information. You will treat all information revealed to you during your employment, which relates to a customer, as confidential in nature. This applies to information you hear or read, even if you are not told the information is confidential. Upon termination of your employment with Amdocs, you shall forthwith deliver to Amdocs (or destroy, based on specific instructions on Amdocs) all Confidential Information, in any tangible form, which may be in your possession or your control. Until such time as all such Confidential Information is returned or destroyed (as the case may be), Amdocs shall, in addition to initiating legal proceedings for recovery of the same, be entitled to withhold any salary, emoluments or other dues payable to you. Further, you shall compensate Amdocs for any disclosure or misuse of the Confidential Information. During the term of your employment, you will not improperly use or disclose any confidential information or trade secrets of any former employer or any other person to whom you have an obligation of confidentiality, and you will not bring onto the premises of Amdocs or Amdocs’s customers any unpublished documents or any property belonging to any former employer or

any other person to whom you have an obligation of confidentiality, unless consented to in writing by such former employer or person.



3. You acknowledge and agree that any discovery, invention, secret, process or improvement in procedure made, developed, or discovered by you, while in the service of Amdocs, including but not limited to any copyright, patent or other proprietary or intellectual property rights (collectively, the “Invention”), in connection with or in any way affecting or relating to the business of Amdocs or any of its affiliated companies or being capable of being used or adapted for use in the business of Amdocs, shall be immediately disclosed to Amdocs in writing and shall belong to and shall constitute the absolute unencumbered property of Amdocs. You shall not have any right, title or interest in the invention nor shall you make any claim of proprietorship or any other right in relation to Invention. In consideration of your employment with Amdocs and the salary / compensation paid or payable to you by Amdocs, you hereby irrevocably, absolutely and perpetually assign to Amdocs and further agree to assign to Amdocs, your right, title, and/or interest in such Invention, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. You hereby agree to take any additional action required to protect Amdocs’s right and title and interest in such Invention. You hereby waive all moral right in relation to such Invention. You agree to sign such further documents and/or agreement as may be required by Amdocs during or after your employment with Amdocs, in order to allow Amdocs to perfect its right, title or interest in such Invention. Should Amdocs be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any right or title in such Invention, due to any cause, you hereby irrevocably designate and appoint Amdocs and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the right or title in such Invention or protection in respect of such Invention, with the same force and effect as if executed and delivered by you.
4. Due to the competitive nature of our business, and your position within Amdocs, you agree that for the duration of your employment with Amdocs and for a further period of *six* months, commencing on the date of expiry or termination of your employment with Amdocs, you will not, for any reason, directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), without Amdocs’ prior written consent:
  - a) Work for or be employed by any person or entity who is or was a customer of Amdocs, any competitor of Amdocs or any Amdocs affiliated with any such customer or competitor, in a similar area in which you were employed by Amdocs;
  - b) Own, manage, operate, control, be employed by, participate in, advise or consult or otherwise be engaged in relation to computer software or hardware services, in the development and/or marketing and/or manufacture and/or production, of telephone directories (such as White Pages™, Yellow Pages™, or electronic directories), Customer Relationship Management (“CRM”), or customer care and billing systems for telecommunications companies; or any other industry segment in which Amdocs operates;
  - c) Induce or attempt to induce any person who is an employee of Amdocs or who is otherwise concerned in Amdocs’s management or operations at the time of termination of your employment with Amdocs to leave such employment or otherwise employ or engage or use the services of any such person (regardless of whether or not a breach of contract is thereby occasioned);

- d) Solicit, or attempt to solicit or assist in soliciting or accept the business or custom of any supplier or prospective supplier to Amdocs and/or a customer or prospective customer of Amdocs, with whom you had direct or indirect contact or responsibility during the twelve months prior to your termination;



Amdocs believes that the restrictions mentioned above are necessary in order to protect its legitimate business interests. Nevertheless, in the event that upon termination of your employment you are offered a job which is in violation of these obligations, and you feel that you cannot find another job due to these restrictions, you are requested to address your concerns to Amdocs, and Amdocs shall consider your situation in order to reach a fair solution for you and Amdocs alike.

5. If any of the restrictions herein are deemed by a Court of competent jurisdiction to be invalid, illegal or unenforceable, then the scope of such restriction shall be limited to the maximum restriction permitted by law, and such restriction be severable to the extent of any invalidity, and the invalidity or unenforceability of any such restriction shall not affect the validity of the other covenants entered into a favor of Amdocs.
6. Each of the restrictions herein mentioned is a separate restriction, independent of the validity, legality, or enforceability of the other restriction. Further, the undertakings herein are additional to, and not intended to replace or derogate from any other confidentiality undertaking, in relation to the Confidential Information.

It is acknowledged and agreed that employment with Amdocs and part of the remuneration paid or payable to you by Amdocs is in consideration for you agreeing to be bound by these restrictions and each of them severally.

For the purpose of this undertaking, any reference to Amdocs shall also apply to its affiliated companies.

7. You hereby agree that the business of Amdocs is highly competitive, and your job within Amdocs is highly sensitive and involves Confidential Information and trade secrets; therefore, you agree and acknowledge that the provisions of this undertaking are reasonable and necessary to protect the legitimate business interests of Amdocs.
8. You shall at your own expense indemnify, defend and hold Amdocs and its affiliates harmless from any and all claims, allegations, demands, liabilities, losses, damages, awards, judgments or settlements, including all reasonable costs and expenses related thereto including attorney's fees, that may be asserted, granted, imposed or brought against Amdocs or its affiliates for breach of any of your undertakings and covenants hereunder given.
9. You agree that Amdocs shall be entitled to specific performance of your obligations and undertakings hereunder.
10. You hereby agree to submit for all purposes in connection herewith to the exclusive jurisdiction of the Courts in **Pune**.

Sincerely,

Authorized Signatory's signature & stamp

**Amdocs Development Center India LLP, Tower 2, Magarpatta, Hadapsar, Pune - 411013**

Date:

I, the undersigned, Vaibhav Gupta, acknowledge that I have received a copy of the above Letter and undertaking, read it carefully, understood the meaning and implications thereof, and unconditionally confirm my agreement to it, and will comply with every undertaking specified thereto.



Thanks,

Employee Name & Signature

Date: 9/8/2022

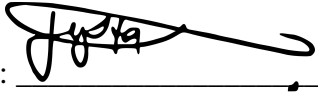
## **Amdocs' Code of Ethics and Business Conduct and Insider Trading Policy**

### **Declaration Form**

I hereby certify by signing this document, that I have carefully read, reviewed and fully understand the Amdocs' Code of Ethics and Business Conduct and Amdocs' Insider Trading Policy (available on "Amdocs Central Page" ⑦ Organization ⑦ Amdocs Overview ⑦ Corporate Governance Policies) and by so indicating my undertaking to comply with the standards and procedures set forth in these policies, as shall be amended from time to time.

Last Name: Gupta First Name: Vaibhav

Employee I.D.: 175361

Employee signature: 

Date: 9 / 8 / 2022

