



DR - BPS/RH10958917/297135/Bangalore/July/V1

OFFER OF EMPLOYMENT
**PRIVATE &
CONFIDENTIAL**

June 27, 2022

**Neelamma Solapur,
Kaggod, Bikapur,
Bijapur**

Dear Neelamma Solapur,

Welcome to Mphasis!

It was a pleasure meeting you to explore a career opportunity with Mphasis BPO Division.

Based on our discussions, we are pleased to offer you the position of Tr Transctn Procng Off, in **Band 5, Level 1** with our organization. The gross compensation will be INR 2,02,000/- (Two Lakhs Two Thousand **rupees only**) per annum. The details of the terms and conditions of the offer of employment are detailed in the enclosed annexure.

Mphasis is defined by a strong and intrinsic culture that sets us apart. Our DNA, while evolving through various transformations, has still fundamentally been driven by the same core values. **Customer centricity** has been one such tenet that influences every Mphasian. We strive to understand our customer's need, staying ahead of the curve to deliver best-in-class service. Equally crucial, is our **outcome focus**, wherein our eyes stay on the end result without compromising on our quality, ethics and people. We draw our greatest strength from our people. Hence, **empowering** our workforce has gone hand-in-hand with greater accountability, thereby creating responsible citizens of the world. As we redefine what business success means in the changing landscape, we believe in inculcating the spirit of **experimentation** so that established systems and ways of doing things are constantly tested, questioned and disrupted. Imagination, innovation and the ability to take risks are fundamental characteristics that make us shatter boundaries.

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F : +91 080 6695 9943

E : investor.relations@mphasis.com

www.mphasis.com

Mphasis Limited

Registered Office:

Bagmane World Technology Centre,

Marathahalli Outer Ring Road, Doddanakundi Village,

Mahadevapura, Bangalore 560 048, India

CIN: L3007KA1992PLC025294



These shared values and beliefs are the influencers of everyday work culture at Mphasis that has eventually built our ethos. It is what integrates us across technologies, platforms and geographies. We are proud of it and we eagerly welcome you to the Mphasis way of life.

This offer of employment is contingent upon you fulfilling the background verification process that the organization will conduct. We look forward to you joining us at our Bangalore office on July 04, 2022. Please keep your recruiter informed, in case of advancement in the joining date.

Please endorse your acceptance by duly signing the duplicate copy of this letter on all sheets at the bottom on the right corner and return to the undersigned.

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ANNEXURE - 1
SALARY OFFER SHEET

Component	Monthly Gross	Annual Gross
Basic	6,733	80,800
House Rent Allowance	4,232	50,780
Leave Travel Allowance	NA	NA
Special Allowance	1,683	20,200
Ex-Gratia/ Bonus1	1,750	21,000
TOTAL FIXED CASH	14,398	1,72,780
Performance Incentive	842	10,100
Variable Pay2	NA	NA
TARGET CASH COMPENSATION	15,240	1,82,880
Employer Provident Fund	1,010	12,120
Mediclaime Insurance Premium	583	7,000
TARGET COST TO COMPANY	16,833	2,02,000

Details of Incentive Plan:

(1) Max Performance Incentive	The Company shall pay this incentive as per the performance incentive plan based on the employee's performance against set targets every month. You will be entitled to incentives only if you are employed in the Company for the entire month. Your supervisor shall share with you the performance incentive plan details at the time of your joining.
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Note:

- As per Statutory regulations, if your covered under Payment of Bonus act, this component will be paid as "Bonus" if not will be paid as "Ex- Gratia".
- Variable Pay will be payable on Quarterly basis. Amount shown is payable on 100% Target achievement. The company and unit/function performance achievement against the target measured quarterly shall determine the payout under the Variable Pay Plan. Note: Variable Pay is governed by the provisions of Variable Pay Plan (available on Mphasis Intranet) and the same will be reviewed from time to time.

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- You are covered under Group Personal Accident Insurance or INR 500,000 per annum.
- You are covered under the Standard Group Term Life insurance for a sum insured equal to 80% of your Fixed CTC or INR 400,000, whichever is higher. This benefit is extended only to the employee.
- Meal Card: You will be eligible to enroll for a meal allowance of INR 2,200 per month. This is a voluntary option and will be adjusted with your special allowance.
- As per the Maternity Benefit (Amendment) Act, 2017, women employees are eligible for Maternity Leave of 26 weeks. Adoption Leave and Paternity Leave are also applicable as the case may be. Please refer to the **Company Policy** for more details.
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ANNEXURE - 2

TERMS OF EMPLOYMENT

Your employment at Mphasis("Mphasis") will be governed by the Mphasis policies as modified from time to time. Copy of the present policy will be made available to you on your joining Mphasis. In particular and without prejudice to the foregoing statement, some of the more significant terms and conditions that govern your employment, subject to modifications from time to time, are detailed below.

1) Hours of Work

1.1. You may be required to work in shifts and / or extended working hours as permitted by law. Shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year, subject to applicable laws. The shift timings may change from time to time which you will be notified in advance.

1.2. Employees at the client site shall follow the working hours as applicable at client site.

2) Place of Employment

2.1. During your employment with Mphasis, you will be liable to be transferred or deputed to any of the offices, departments of Mphasis or its Associates, Subsidiaries or Group Companies, whether in India or abroad.

2.2. In the event of transfer or deputation of your services your salary and other benefits will be determined in accordance with Mphasis policies prevalent at that time.

3) Travel

You may be required to travel, whether in India or overseas, in connection with office work at short notice.

4) Salary and Benefits

4.1. Mphasis reviews employee compensation periodically and you may be eligible for salary increase based on review. However, any salary increase shall be at Company's sole and absolute discretion which is dependent on Organization's as well as Individual performance.

4.2. In addition to salary, you shall also be entitled to receive other benefits as applicable under Mphasis' policy. The Company shall, in its sole discretion, be entitled to amend, vary, and modify any of the terms and conditions of the policy with regard to the benefits that are offered to you.

5) Relocation:

5.1. You are eligible for relocation expenses reimbursement as per the company policy. In the event of your separation within 12 months of joining Mphasis, this amount has to be paid back to the company.

6) Leave Entitlement Policy

All employees are eligible for an annual paid vacation. Please refer to the employee handbook or contact the HR department for further details regarding the Company's leave and vacation policy.

7) Termination

7.1. Your employment with Mphasis is subject to termination on:

7.1.1. Mphasis may terminate your employment at any time giving you at least two months' prior notice in writing or payment of your then current salary prorated for any shortfall in notice; and

7.1.2. You may terminate your employment by giving Mphasis at least two months' prior notice in writing.

7.2. Mphasis reserves the right to, at its sole discretion, substitute the notice period by paying you salary in lieu of the notice period.

7.3. For abundant caution, it is hereby clarified that you cannot waive the notice period requirement in the event you wish to terminate your employment with Mphasis, and that your termination/resignation letter (by whatever name it is called) will be accepted by Mphasis only on your satisfying the mandatory notice period as stated in Mphasis' HR handbook. Further, till such time as Mphasis accepts your resignation letter, you will be deemed to be an employee of Mphasis and the terms and conditions of your employment will still continue to bind you. 7.4. Mphasis shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:

7.4.1. You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with Mphasis' policies and code of conduct; or

7.4.2. You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undischarged insolvent,

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being convicted by any criminal court, being involved in fraudulent acts, etc.) or commit any act which in the opinion of Mphasis is likely to bring Mphasis any disrepute whether or not such act is directly related to the affairs of Mphasis; or

7.4.3. You commit any breach of any of your duties or obligations under this agreement or the policies of Mphasis.

7.4.4. There is discrepancy in the copies of the documents/certificates given by you as proof in support of the information provided by you. In the event of termination under Clause 7.4.2, you shall not be entitled to any benefits whatsoever.

8) Mode of Communication

For any service of notice or communications of any kind, you will be informed by email or ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

9) Confidentiality

9.1. You agree at all times during the term of your employment and thereafter (Without limit of time);

9.1.1. To hold the Confidential Information in strictest confidence, and not to use attempt to use the same, except for the benefit of Mphasis, and

9.1.2. Not to disclose or divulge the Confidential Information to any person or entity without written authorization of Mphasis.

9.1.3. You agree to return to Mphasis all proprietary information, including copies on paper, harddrive, disk,tape and other media, upon completion or termination of any project or upon cessation of your employment with Mphasis ITServices.

9.2.For the purposes of Clause 10.1.,“Confidential Information” means any of Mphasis proprietary or confidential information, 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; 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 Mphasis with whom you become acquainted), markets, software, developments, inventions processes,

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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 Mphasis in any country or jurisdiction (until the same is generally available to the public), and any other business information of Mphasis including its business plans, practice methodologies and technologies (including computer software), training materials, personnel information, 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 and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is intangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills or information which is common to the business of Mphasis or which is generally known outside Mphasis.

9.3. You understand that retaining the confidential nature of the confidential information is of utmost importance to the business of Mphasis and in addition to the terms stipulated in this agreement here in you agree to execute a Non Disclosure Agreement with Mphasis.

10) Intellectual Property

10.1. You agree that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with Mphasis shall belong to Mphasis absolutely.

10.2. You agree, at Mphasis' expense, to provide, during and after this employment, all such assistance as Mphasis reasonably considers necessary, to secure the vesting of such rights in Mphasis or Terms of Employment Mphasis its nominees (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957).

11) Data Privacy Compliance Policy

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You consent to the terms and conditions of the Data Privacy Compliance Policy stated below:-

11.1. You consent to the processing of your personal data in accordance with Mphasis data privacy policy (the "Policy"), a copy of which can be obtained upon request;

11.2. In particular, you explicitly consent to:

- The collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Policy;
- The transfer worldwide of personal data held about you by Mphasis to other employees and offices of Mphasis' worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material ,videos, etc.

11.3. The reference to information "about you" includes reference to information about third parties, such as spouse and children (if any), which are provided to Mphasis by you on their behalf. The reference to "sensitive personal Data" may be understood to include reference to the various categories of personal data identified by European and Other applicable data privacy laws as requiring special treatment, including in some circumstances, the need to obtain explicit consent. These categories comprise personal data about racial or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or criminal record.

11.4. In addition, you agree to treat any personal data to which you have access in the course of your employment strictly in accordance with this Policy and other Mphasis policies and procedures. In particular, you will not use any such data other than in connection with and to the extent necessary for the purposes of your employment.

12) Non-Compete

You undertake and agree to maintain client exclusivity and to this end, during the validity of this agreement and for a minimum of 2 years thereafter, you shall neither solicit business nor offer product/services and/or conduct any business ,that directly competes with the kind of product/services that is offered by Mphasis to such client ,either directly or indirectly with any of Mphasis, client or any third party exposed to you,. In case you violate this provision, a minimum amount of Rs.3lakhs shall be payable by you to Mphasis as damages.

13) Non Solicitation of Employees and Clients

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You agree that during the period of your employment with Mphasis, and for one year after the date of termination of such employment (regardless of whether this cessation of employment is voluntary or involuntary, or caused by the breach of this Agreement by either party), other than on behalf of Mphasis, you will not, either directly or indirectly:

(A) solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, any employee of Mphasis; or

(B) adversely affect the business prospects of Mphasis by soliciting, diverting, taking away, hiring, or recruiting, or attempting to solicit, divert, take away, hire, or recruit, the business of any client, customer, potential client, potential customer, person, or entity with whom you had dealings as an Employee of the Mphasis or any purpose related in any manner to the business of Mphasis.

(C) You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of Mphasis' present business and the duties of your employment.

14) Warranty

14.1. You warrant that your joining Mphasis will not violate any agreement to which you are or have been party to.

14.2. You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with Mphasis.

14.3. You warrant that you will comply with all Mphasis applicable policies and standards and shall perform your services in manner consistent with the ethical and professional standards of Mphasis.

14.4. You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services.

15) Indemnification

You agree to indemnify Mphasis for any losses or damages sustained by Mphasis caused by or related to your breach of any of the provisions contained in this Terms of Employment.

16) Retirement

Your age of retirement from the service will be on completion of sixty years. However, you may opt for voluntary retirement at any age before sixty years during your services in the establishment if you are unable to continue in service satisfactorily. The actual date of retirement shall be the last working day of the



calendar month in which your 60th birthday falls.

17) General

17.1. This agreement contains the entire agreement between the employee and Mphasis. Mphasis reserves the right to amend the terms of the agreement with prior intimation to you. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of proprietary rights and / or non-disclosure.

17.2. This agreement is made under and shall be construed according to the laws of India. Employee agrees to submit to the jurisdiction of the courts of Bangalore (Karnataka).

17.3. This agreement shall remain current and in force, irrespective of whether you are under employment of Mphasis or not.

17.4. Should any part of this agreement be declared illegal or unenforceable, the parties here to will co-operate in always open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this agreement.

If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a condition's precedent or as of the essence of this agreement, or comprising an integral part of, or inseparable from the remainder of this agreement.

18) Background Verification Clause

We are considering all the details given by you in your resume and references provided are to the best of your knowledge. This offer letter can be withdrawn anytime if any of the details provided in the resume or reference check happens to be negative.

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Acknowledgement and Acceptance of Appointment with Mphasis

I, Neelamma Solapur have read and understood the above terms and conditions governing my employment with the company and hereby accept the above-mentioned appointment in totality.

I confirm my acceptance of the offer and shall report for work on July 04, 2022.

Neelamma Solapur

Signature :

Date : 27 Jun 2022, 07:31 AM UTC

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ANNEXURE - 3

List of mandatory documents that needs to be uploaded in the tool as part of your offer release process and to proceed further with your onboarding formalities.

Sl. No	Details	Description
1.	Photograph	Soft copy of white background passport size photograph
2.	Education Documents	Highest education; i.e.; degree / post-graduation completion certificate (Provisional Certificate/ Consolidated Marks sheets/ all semester marks card)
3.	Identity Proof	Passport/ PAN Card/ Election ID/ Driving Licence/Aadhaar Card.
4	Employment Details	Current Employment: last 3 months salary slip along with a copy of the offer letter Previous Employment: Relieving letter/ experience letter (which captures start date, end date & position details)
5	LOA	Signed Scanned copy of - Letter of Authorization (LOA)

Please note, your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer. Being an ISO certified company, it is important for you to submit these documents on or before your date of joining us. Your joining the Company is subjected to you furnishing all of the above documents and duly verified by Mphasis.

Digitally signed by DS MPHASIS LIMITED 1
 Date: 2022.06.27 06:22:29 GMT
 Reason: Authorised by Srikanth Karra
 Location: Bangalore



DR - BPS/RH9955108/290471/Bangalore/March/V0

OFFER OF EMPLOYMENT
**PRIVATE &
CONFIDENTIAL**

March 10, 2022

Shruti Shindhe,
Ukkali, TQ Basavan Bagewadi, Vijayapura,
Bagewadi

Dear Shruti Shindhe,

Welcome to Mphasis!

It was a pleasure meeting you to explore a career opportunity with Mphasis BPO Division.

Based on our discussions, we are pleased to offer you the position of Tr Transctn Procng Off, in **Band 5, Level 1** with our organization. The gross compensation will be INR 2,02,000/- (Two Lakhs Two Thousand **rupees only**) per annum. The details of the terms and conditions of the offer of employment are detailed in the enclosed annexure.

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Please endorse your acceptance by duly signing the duplicate copy of this letter on all sheets at the bottom on the right corner and return to the undersigned.

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1.2. Employees at the client site shall follow the working hours as applicable at client site.

2) Place of Employment

2.1. During your employment with Mphasis, you will be liable to be transferred or deputed to any of the offices, departments of Mphasis or its Associates, Subsidiaries or Group Companies, whether in India or abroad.

2.2. In the event of transfer or deputation of your services your salary and other benefits will be determined in accordance with Mphasis policies prevalent at that time.

3) Travel

You may be required to travel, whether in India or overseas, in connection with office work at short notice.

4) Salary and Benefits

4.1. Mphasis reviews employee compensation periodically and you may be eligible for salary increase based on review. However, any salary increase shall be at Company's sole and absolute discretion which is dependent on Organization's as well as Individual performance.

4.2. In addition to salary, you shall also be entitled to receive other benefits as applicable under Mphasis' policy. The Company shall, in its sole discretion, be entitled to amend, vary, and modify any of the terms and conditions of the policy with regard to the benefits that are offered to you.

5) Relocation:

5.1. You are eligible for relocation expenses reimbursement as per the company policy. In the event of your separation within 12 months of joining Mphasis, this amount has to be paid back to the company.

6) Leave Entitlement Policy

All employees are eligible for an annual paid vacation. Please refer to the employee handbook or contact the HR department for further details regarding the Company's leave and vacation policy.

7) Termination

7.1. Your employment with Mphasis is subject to termination on:

7.1.1. Mphasis may terminate your employment at any time giving you at least two months' prior notice in writing or payment of your then current salary prorated for any shortfall in notice; and

7.1.2. You may terminate your employment by giving Mphasis at least two months' prior notice in writing.

7.2. Mphasis reserves the right to, at its sole discretion, substitute the notice period by paying you salary in lieu of the notice period.

7.3. For abundant caution, it is hereby clarified that you cannot waive the notice period requirement in the event you wish to terminate your employment with Mphasis, and that your termination/resignation letter (by whatever name it is called) will be accepted by Mphasis only on your satisfying the mandatory notice period as stated in Mphasis' HR handbook. Further, till such time as Mphasis accepts your resignation letter, you will be deemed to be an employee of Mphasis and the terms and conditions of your employment will still continue to bind you. 7.4. Mphasis shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:

7.4.1. You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with Mphasis' policies and code of conduct; or

7.4.2. You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undischarged insolvent,

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being convicted by any criminal court, being involved in fraudulent acts, etc.) or commit any act which in the opinion of Mphasis is likely to bring Mphasis any disrepute whether or not such act is directly related to the affairs of Mphasis; or

7.4.3. You commit any breach of any of your duties or obligations under this agreement or the policies of Mphasis.

7.4.4. There is discrepancy in the copies of the documents/certificates given by you as proof in support of the information provided by you. In the event of termination under Clause 7.4.2, you shall not be entitled to any benefits whatsoever.

8) Mode of Communication

For any service of notice or communications of any kind, you will be informed by email or ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

9) Confidentiality

9.1. You agree at all times during the term of your employment and thereafter (Without limit of time);

9.1.1. To hold the Confidential Information in strictest confidence, and not to use attempt to use the same, except for the benefit of Mphasis, and

9.1.2. Not to disclose or divulge the Confidential Information to any person or entity without written authorization of Mphasis.

9.1.3. You agree to return to Mphasis all proprietary information, including copies on paper, harddrive, disk,tape and other media, upon completion or termination of any project or upon cessation of your employment with Mphasis ITServices.

9.2.For the purposes of Clause 10.1.,“Confidential Information” means any of Mphasis proprietary or confidential information, 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; 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 Mphasis with whom you become acquainted), markets, software, developments, inventions processes,

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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 Mphasis in any country or jurisdiction (until the same is generally available to the public), and any other business information of Mphasis including its business plans, practice methodologies and technologies (including computer software), training materials, personnel information, 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 and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is intangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills or information which is common to the business of Mphasis or which is generally known outside Mphasis.

9.3. You understand that retaining the confidential nature of the confidential information is of utmost importance to the business of Mphasis and in addition to the terms stipulated in this agreement here in you agree to execute a Non Disclosure Agreement with Mphasis.

10) Intellectual Property

10.1. You agree that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with Mphasis shall belong to Mphasis absolutely.

10.2. You agree, at Mphasis' expense, to provide, during and after this employment, all such assistance as Mphasis reasonably considers necessary, to secure the vesting of such rights in Mphasis or Terms of Employment Mphasis its nominees (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957).

11) Data Privacy Compliance Policy

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You consent to the terms and conditions of the Data Privacy Compliance Policy stated below:-

11.1. You consent to the processing of your personal data in accordance with Mphasis data privacy policy (the "Policy"), a copy of which can be obtained upon request;

11.2. In particular, you explicitly consent to:

- The collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Policy;
- The transfer worldwide of personal data held about you by Mphasis to other employees and offices of Mphasis' worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material ,videos, etc.

11.3. The reference to information "about you" includes reference to information about third parties, such as spouse and children (if any), which are provided to Mphasis by you on their behalf. The reference to "sensitive personal Data" may be understood to include reference to the various categories of personal data identified by European and Other applicable data privacy laws as requiring special treatment, including in some circumstances, the need to obtain explicit consent. These categories comprise personal data about racial or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or criminal record.

11.4. In addition, you agree to treat any personal data to which you have access in the course of your employment strictly in accordance with this Policy and other Mphasis policies and procedures. In particular, you will not use any such data other than in connection with and to the extent necessary for the purposes of your employment.

12) Non-Compete

You undertake and agree to maintain client exclusivity and to this end, during the validity of this agreement and for a minimum of 2 years thereafter, you shall neither solicit business nor offer product/services and/or conduct any business ,that directly competes with the kind of product/services that is offered by Mphasis to such client ,either directly or indirectly with any of Mphasis, client or any third party exposed to you,. In case you violate this provision, a minimum amount of Rs.3lakhs shall be payable by you to Mphasis as damages.

13) Non Solicitation of Employees and Clients

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You agree that during the period of your employment with Mphasis, and for one year after the date of termination of such employment (regardless of whether this cessation of employment is voluntary or involuntary, or caused by the breach of this Agreement by either party), other than on behalf of Mphasis, you will not, either directly or indirectly:

(A) solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, any employee of Mphasis; or

(B) adversely affect the business prospects of Mphasis by soliciting, diverting, taking away, hiring, or recruiting, or attempting to solicit, divert, take away, hire, or recruit, the business of any client, customer, potential client, potential customer, person, or entity with whom you had dealings as an Employee of the Mphasis or any purpose related in any manner to the business of Mphasis.

(C) You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of Mphasis' present business and the duties of your employment.

14) Warranty

14.1. You warrant that your joining Mphasis will not violate any agreement to which you are or have been party to.

14.2. You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with Mphasis.

14.3. You warrant that you will comply with all Mphasis applicable policies and standards and shall perform your services in manner consistent with the ethical and professional standards of Mphasis.

14.4. You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services.

15) Indemnification

You agree to indemnify Mphasis for any losses or damages sustained by Mphasis caused by or related to your breach of any of the provisions contained in this Terms of Employment.

16) Retirement

Your age of retirement from the service will be on completion of sixty years. However, you may opt for voluntary retirement at any age before sixty years during your services in the establishment if you are unable to continue in service satisfactorily. The actual date of retirement shall be the last working day of the

calendar month in which your 60th birthday falls.

17) General

17.1. This agreement contains the entire agreement between the employee and Mphasis. Mphasis reserves the right to amend the terms of the agreement with prior intimation to you. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of proprietary rights and / or non-disclosure.

17.2. This agreement is made under and shall be construed according to the laws of India. Employee agrees to submit to the jurisdiction of the courts of Bangalore (Karnataka).

17.3. This agreement shall remain current and in force, irrespective of whether you are under employment of Mphasis or not.

17.4. Should any part of this agreement be declared illegal or unenforceable, the parties here to will co-operate in always open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this agreement.

If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a condition's precedent or as of the essence of this agreement, or comprising an integral part of, or inseparable from the remainder of this agreement.

18) Background Verification Clause

We are considering all the details given by you in your resume and references provided are to the best of your knowledge. This offer letter can be withdrawn anytime if any of the details provided in the resume or reference check happens to be negative.



Acknowledgement and Acceptance of Appointment with Mphasis

I, _____ have read and understood the above terms and conditions governing my employment with the company and hereby accept the above-mentioned appointment in totality.

I confirm my acceptance of the offer and shall report for work on March 14, 2022.

Signature : _____
Name : _____
Date : _____
Place : _____

ANNEXURE - 3

List of mandatory documents that needs to be uploaded in the tool as part of your offer release process and to proceed further with your onboarding formalities.

Sl. No	Details	Description
1.	Photograph	Soft copy of white background passport size photograph
2.	Education Documents	Highest education; i.e.; degree / post-graduation completion certificate (Provisional Certificate/ Consolidated Marks sheets/ all semester marks card)
3.	Identity Proof	Passport/ PAN Card/ Election ID/ Driving Licence/Aadhaar Card.
4	Employment Details	Current Employment: last 3 months salary slip along with a copy of the offer letter Previous Employment: Relieving letter/ experience letter (which captures start date, end date & position details)
5	LOA	Signed Scanned copy of - Letter of Authorization (LOA)

Please note, your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer. Being an ISO certified company, it is important for you to submit these documents on or before your date of joining us. Your joining the Company is subjected to you furnishing all of the above documents and duly verified by Mphasis.

Digitally signed by DS MPHASIS LIMITED 1
Date: 2022.03.10 14:50:02 GMT
Reason: Authorised by Srikanth Karra
Location: Bangalore



DR - BPS/RH10957322/297141/Bangalore/June/V3

OFFER OF EMPLOYMENT
**PRIVATE &
CONFIDENTIAL**

June 16, 2022

**Prema Kokatanur,
Taluk Jamakhandi, Todaibagi,
Bagalkot**

Dear Prema Kokatanur,

Welcome to Mphasis!

It was a pleasure meeting you to explore a career opportunity with Mphasis BPO Division.

Based on our discussions, we are pleased to offer you the position of Tr Transctn Procng Off, in **Band 5, Level 1** with our organization. The gross compensation will be INR 2,02,000/- (Two Lakhs Two Thousand **rupees only**) per annum. The details of the terms and conditions of the offer of employment are detailed in the enclosed annexure.

Mphasis is defined by a strong and intrinsic culture that sets us apart. Our DNA, while evolving through various transformations, has still fundamentally been driven by the same core values. **Customer centricity** has been one such tenet that influences every Mphasian. We strive to understand our customer's need, staying ahead of the curve to deliver best-in-class service. Equally crucial, is our **outcome focus**, wherein our eyes stay on the end result without compromising on our quality, ethics and people. We draw our greatest strength from our people. Hence, **empowering** our workforce has gone hand-in-hand with greater accountability, thereby creating responsible citizens of the world. As we redefine what business success means in the changing landscape, we believe in inculcating the spirit of **experimentation** so that established systems and ways of doing things are constantly tested, questioned and disrupted. Imagination, innovation and the ability to take risks are fundamental characteristics that make us shatter boundaries.

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These shared values and beliefs are the influencers of everyday work culture at Mphasis that has eventually built our ethos. It is what integrates us across technologies, platforms and geographies. We are proud of it and we eagerly welcome you to the Mphasis way of life.

This offer of employment is contingent upon you fulfilling the background verification process that the organization will conduct. We look forward to you joining us at our Bangalore office on June 24, 2022. Please keep your recruiter informed, in case of advancement in the joining date.

Please endorse your acceptance by duly signing the duplicate copy of this letter on all sheets at the bottom on the right corner and return to the undersigned.

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ANNEXURE - 1
SALARY OFFER SHEET

Component	Monthly Gross	Annual Gross
Basic	6,733	80,800
House Rent Allowance	4,232	50,780
Leave Travel Allowance	NA	NA
Special Allowance	1,683	20,200
Ex-Gratia/ Bonus1	1,750	21,000
TOTAL FIXED CASH	14,398	1,72,780
Performance Incentive	842	10,100
Variable Pay2	NA	NA
TARGET CASH COMPENSATION	15,240	1,82,880
Employer Provident Fund	1,010	12,120
Mediclaime Insurance Premium	583	7,000
TARGET COST TO COMPANY	16,833	2,02,000

Details of Incentive Plan:

(1) Max Performance Incentive	The Company shall pay this incentive as per the performance incentive plan based on the employee's performance against set targets every month. You will be entitled to incentives only if you are employed in the Company for the entire month. Your supervisor shall share with you the performance incentive plan details at the time of your joining.
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Note:

- As per Statutory regulations, if your covered under Payment of Bonus act, this component will be paid as "Bonus" if not will be paid as "Ex- Gratia".
- Variable Pay will be payable on Quarterly basis. Amount shown is payable on 100% Target achievement. The company and unit/function performance achievement against the target measured quarterly shall determine the payout under the Variable Pay Plan. Note: Variable Pay is governed by the provisions of Variable Pay Plan (available on Mphasis Intranet) and the same will be reviewed from time to time.

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3. Statutory deductions like ESI, Professional Tax and Income Tax (if any) will be deducted at Source and will be applicable as per stipulations.

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Additional Benefits:

- You are covered under the Group Mediclaim Insurance for a sum insured of INR 300,000 per annum. This mandatory coverage also includes your spouse and 2 children. As per the policy, you have an option to enroll your dependents (parents/parents-in-law) by paying additional premium.
- You are covered under Group Personal Accident Insurance or INR 500,000 per annum.
- You are covered under the Standard Group Term Life insurance for a sum insured equal to 80% of your Fixed CTC or INR 400,000, whichever is higher. This benefit is extended only to the employee.
- Meal Card: You will be eligible to enroll for a meal allowance of INR 2,200 per month. This is a voluntary option and will be adjusted with your special allowance.
- As per the Maternity Benefit (Amendment) Act, 2017, women employees are eligible for Maternity Leave of 26 weeks. Adoption Leave and Paternity Leave are also applicable as the case may be. Please refer to the **Company Policy** for more details.
- NA
-

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ANNEXURE - 2

TERMS OF EMPLOYMENT

Your employment at Mphasis("Mphasis") will be governed by the Mphasis policies as modified from time to time. Copy of the present policy will be made available to you on your joining Mphasis. In particular and without prejudice to the foregoing statement, some of the more significant terms and conditions that govern your employment, subject to modifications from time to time, are detailed below.

1) Hours of Work

1.1. You may be required to work in shifts and / or extended working hours as permitted by law. Shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year, subject to applicable laws. The shift timings may change from time to time which you will be notified in advance.

1.2. Employees at the client site shall follow the working hours as applicable at client site.

2) Place of Employment

2.1. During your employment with Mphasis, you will be liable to be transferred or deputed to any of the offices, departments of Mphasis or its Associates, Subsidiaries or Group Companies, whether in India or abroad.

2.2. In the event of transfer or deputation of your services your salary and other benefits will be determined in accordance with Mphasis policies prevalent at that time.

3) Travel

You may be required to travel, whether in India or overseas, in connection with office work at short notice.

4) Salary and Benefits

4.1. Mphasis reviews employee compensation periodically and you may be eligible for salary increase based on review. However, any salary increase shall be at Company's sole and absolute discretion which is dependent on Organization's as well as Individual performance.

4.2. In addition to salary, you shall also be entitled to receive other benefits as applicable under Mphasis' policy. The Company shall, in its sole discretion, be entitled to amend, vary, and modify any of the terms and conditions of the policy with regard to the benefits that are offered to you.

5) Relocation:

5.1. You are eligible for relocation expenses reimbursement as per the company policy. In the event of your separation within 12 months of joining Mphasis, this amount has to be paid back to the company.

6) Leave Entitlement Policy

All employees are eligible for an annual paid vacation. Please refer to the employee handbook or contact the HR department for further details regarding the Company's leave and vacation policy.

7) Termination

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7.1.1. Mphasis may terminate your employment at any time giving you at least two months' prior notice in writing or payment of your then current salary prorated for any shortfall in notice; and

7.1.2. You may terminate your employment by giving Mphasis at least two months' prior notice in writing.

7.2. Mphasis reserves the right to, at its sole discretion, substitute the notice period by paying you salary in lieu of the notice period.

7.3. For abundant caution, it is hereby clarified that you cannot waive the notice period requirement in the event you wish to terminate your employment with Mphasis, and that your termination/resignation letter (by whatever name it is called) will be accepted by Mphasis only on your satisfying the mandatory notice period as stated in Mphasis' HR handbook. Further, till such time as Mphasis accepts your resignation letter, you will be deemed to be an employee of Mphasis and the terms and conditions of your employment will still continue to bind you. 7.4. Mphasis shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:

7.4.1. You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with Mphasis' policies and code of conduct; or

7.4.2. You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undischarged insolvent,

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being convicted by any criminal court, being involved in fraudulent acts, etc.) or commit any act which in the opinion of Mphasis is likely to bring Mphasis any disrepute whether or not such act is directly related to the affairs of Mphasis; or

7.4.3. You commit any breach of any of your duties or obligations under this agreement or the policies of Mphasis.

7.4.4. There is discrepancy in the copies of the documents/certificates given by you as proof in support of the information provided by you. In the event of termination under Clause 7.4.2, you shall not be entitled to any benefits whatsoever.

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For any service of notice or communications of any kind, you will be informed by email or ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

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9.1. You agree at all times during the term of your employment and thereafter (Without limit of time);

9.1.1. To hold the Confidential Information in strictest confidence, and not to use attempt to use the same, except for the benefit of Mphasis, and

9.1.2. Not to disclose or divulge the Confidential Information to any person or entity without written authorization of Mphasis.

9.1.3. You agree to return to Mphasis all proprietary information, including copies on paper, harddrive, disk,tape and other media, upon completion or termination of any project or upon cessation of your employment with Mphasis ITServices.

9.2.For the purposes of Clause 10.1.,“Confidential Information” means any of Mphasis proprietary or confidential information, 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; 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 Mphasis with whom you become acquainted), markets, software, developments, inventions processes,

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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 Mphasis in any country or jurisdiction (until the same is generally available to the public), and any other business information of Mphasis including its business plans, practice methodologies and technologies (including computer software), training materials ,personnel information, 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 and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is intangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills or information which is common to the business of Mphasis or which is generally known outside Mphasis.

9.3. You understand that retaining the confidential nature of the confidential information is of utmost importance to the business of Mphasis and in addition to the terms stipulated in this agreement here in you agree to execute a Non Disclosure Agreement with Mphasis.

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10.1. You agree that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with Mphasis shall belong to Mphasis absolutely.

10.2. You agree, at Mphasis' expense, to provide, during and after this employment, all such assistance as Mphasis reasonably considers necessary, to secure the vesting of such rights in Mphasis or Terms of Employment Mphasis its nominees (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957).

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11.1. You consent to the processing of your personal data in accordance with Mphasis data privacy policy (the "Policy"), a copy of which can be obtained upon request;

11.2. In particular, you explicitly consent to:

- The collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Policy;
- The transfer worldwide of personal data held about you by Mphasis to other employees and offices of Mphasis' worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material ,videos, etc.

11.3. The reference to information "about you" includes reference to information about third parties, such as spouse and children (if any), which are provided to Mphasis by you on their behalf. The reference to "sensitive personal Data" may be understood to include reference to the various categories of personal data identified by European and Other applicable data privacy laws as requiring special treatment, including in some circumstances, the need to obtain explicit consent. These categories comprise personal data about racial or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or criminal record.

11.4. In addition, you agree to treat any personal data to which you have access in the course of your employment strictly in accordance with this Policy and other Mphasis policies and procedures. In particular, you will not use any such data other than in connection with and to the extent necessary for the purposes of your employment.

12) Non-Compete

You undertake and agree to maintain client exclusivity and to this end, during the validity of this agreement and for a minimum of 2 years thereafter, you shall neither solicit business nor offer product/services and/or conduct any business ,that directly competes with the kind of product/services that is offered by Mphasis to such client ,either directly or indirectly with any of Mphasis, client or any third party exposed to you,. In case you violate this provision, a minimum amount of Rs.3lakhs shall be payable by you to Mphasis as damages.

13) Non Solicitation of Employees and Clients

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You agree that during the period of your employment with Mphasis, and for one year after the date of termination of such employment (regardless of whether this cessation of employment is voluntary or involuntary, or caused by the breach of this Agreement by either party), other than on behalf of Mphasis, you will not, either directly or indirectly:

(A) solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, any employee of Mphasis; or

(B) adversely affect the business prospects of Mphasis by soliciting, diverting, taking away, hiring, or recruiting, or attempting to solicit, divert, take away, hire, or recruit, the business of any client, customer, potential client, potential customer, person, or entity with whom you had dealings as an Employee of the Mphasis or any purpose related in any manner to the business of Mphasis.

(C) You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of Mphasis' present business and the duties of your employment.

14) Warranty

14.1. You warrant that your joining Mphasis will not violate any agreement to which you are or have been party to.

14.2. You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with Mphasis.

14.3. You warrant that you will comply with all Mphasis applicable policies and standards and shall perform your services in manner consistent with the ethical and professional standards of Mphasis.

14.4. You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services.

15) Indemnification

You agree to indemnify Mphasis for any losses or damages sustained by Mphasis caused by or related to your breach of any of the provisions contained in this Terms of Employment.

16) Retirement

Your age of retirement from the service will be on completion of sixty years. However, you may opt for voluntary retirement at any age before sixty years during your services in the establishment if you are unable to continue in service satisfactorily. The actual date of retirement shall be the last working day of the

calendar month in which your 60th birthday falls.

17) General

17.1. This agreement contains the entire agreement between the employee and Mphasis. Mphasis reserves the right to amend the terms of the agreement with prior intimation to you. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of proprietary rights and / or non-disclosure.

17.2. This agreement is made under and shall be construed according to the laws of India. Employee agrees to submit to the jurisdiction of the courts of Bangalore (Karnataka).

17.3. This agreement shall remain current and in force, irrespective of whether you are under employment of Mphasis or not.

17.4. Should any part of this agreement be declared illegal or unenforceable, the parties here to will co-operate in always open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this agreement.

If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a condition's precedent or as of the essence of this agreement, or comprising an integral part of, or inseparable from the remainder of this agreement.

18) Background Verification Clause

We are considering all the details given by you in your resume and references provided are to the best of your knowledge. This offer letter can be withdrawn anytime if any of the details provided in the resume or reference check happens to be negative.

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Acknowledgement and Acceptance of Appointment with Mphasis

I, Prema Kokatanur have read and understood the above terms and conditions governing my employment with the company and hereby accept the above-mentioned appointment in totality.

I confirm my acceptance of the offer and shall report for work on June 24, 2022.

Prema Kokatanur

Signature :

Date : 16 Jun 2022, 02:22 PM UTC

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ANNEXURE - 3

List of mandatory documents that needs to be uploaded in the tool as part of your offer release process and to proceed further with your onboarding formalities.

Sl. No	Details	Description
1.	Photograph	Soft copy of white background passport size photograph
2.	Education Documents	Highest education; i.e.; degree / post-graduation completion certificate (Provisional Certificate/ Consolidated Marks sheets/ all semester marks card)
3.	Identity Proof	Passport/ PAN Card/ Election ID/ Driving Licence/Aadhaar Card.
4	Employment Details	Current Employment: last 3 months salary slip along with a copy of the offer letter Previous Employment: Relieving letter/ experience letter (which captures start date, end date & position details)
5	LOA	Signed Scanned copy of - Letter of Authorization (LOA)

Please note, your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer. Being an ISO certified company, it is important for you to submit these documents on or before your date of joining us. Your joining the Company is subjected to you furnishing all of the above documents and duly verified by Mphasis.

Digitally signed by DS MPHASIS LIMITED 1
 Date: 2022.06.16 12:58:30 GMT
 Reason: Authorised by Srikanth Karra
 Location: Bangalore



February 08, 2022

HR/BP/0222/750899

Ms. Bagalakoti Basavaraj Bhouramma
Sri Balaji PG Garvebhavipalya village,
Hosur main road,
Bangalore-560068

Letter of Appointment

Dear Bagalakoti,

- 1.0 Appointment:** We are pleased to offer you an **Appointment** in our company as **"Trainee Process Consultant"** The details of your entitlements and your salary are as per Annexure-II.
- 2.0 Date of Appointment:** Your effective date of Appointment will be on or before **February 08, 2022**. Any change in the date of joining will be communicated to you at the aforementioned contact details and such change will be at our sole discretion and without any liability on Berkmeer India Private Limited.
- 3.0 Initial Posting & Reporting:** Your initial posting in the normal course will be **Bangalore** and you will report to the respective Business and/or Functional Head.
- 4.0 Documentation:** You are required to furnish the following at the time of joining duty-
- 4.1 Proof of age;
 - 4.2 Certificates supplementing your SSLC (10th Standard) and highest educational / professional Qualification attainments;
 - 4.3 Appointment & Relieving letter of your previous employer, as applicable;
 - 4.4 8 (eight) passport sized photographs;
 - 4.5 Form 16 or any other authenticated document supplementing your earnings and income tax deduction / Paid in the current financial year; PAN Card Copy.
 - 4.6 Photocopy of Passport, if available.
 - 4.7 Photocopy of your Aadhaar Card with number
 - 4.8 PF No. / UAN (Universal Account Number) of previous employment.
 - 4.9 ESIC Number of previous employment
 - 4.10 Any other documents as may be required by the Company.
- 5.0 Terms and Conditions of Employment:** All the terms and conditions of your employment are attached here with as Annexure - I. The said terms shall (and as maybe modified from time to time) be applicable to you.

Please sign and return a copy of this letter within 3 days of receipt as a token of your acceptance.

Yours sincerely,

Vijay B S
Manager - Human Resources
Berkmeer India Private Limited

I have read the Appointment Letter and I fully understand and accept the terms & conditions contained herein

Signature:

DocuSigned by:

2FD873F5F5E9458..

Name:

Bagalakoti Bhouramma

Date:

2/8/2022

Encl: Annexure - I & II

Berkmeer India Private Limited

Regd. Office: 111, 8th Cross, Paramount Gardens, Thalaghattapura Kanakapura Main Road, Bangalore, Karnataka - 560 062 India
Corporate Identity Number. U72900KA2021PTC150054.

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DR - BPS/RH11395663/309869/Bangalore/September/V3

OFFER OF EMPLOYMENT
**PRIVATE &
CONFIDENTIAL**

September 02, 2022

Swati Bijjargi,
Khwaja ameen darga jail road vijayapura 586101,
Vijayapura

Dear Swati Bijjargi,

Welcome to Mphasis!

It was a pleasure meeting you to explore a career opportunity with Mphasis BPO Division.

Based on our discussions, we are pleased to offer you the position of Tr Transctn Procng Off, in **Band 5, Level 1** with our organization. The gross compensation will be INR 2,02,000/- (Two Lakhs Two Thousand **rupees only**) per annum. The details of the terms and conditions of the offer of employment are detailed in the enclosed annexure.

Mphasis is defined by a strong and intrinsic culture that sets us apart. Our DNA, while evolving through various transformations, has still fundamentally been driven by the same core values. **Customer centricity** has been one such tenet that influences every Mphasian. We strive to understand our customer's need, staying ahead of the curve to deliver best-in-class service. Equally crucial, is our **outcome focus**, wherein our eyes stay on the end result without compromising on our quality, ethics and people. We draw our greatest strength from our people. Hence, **empowering** our workforce has gone hand-in-hand with greater accountability, thereby creating responsible citizens of the world. As we redefine what business success means in the changing landscape, we believe in inculcating the spirit of **experimentation** so that established systems and ways of doing things are constantly tested, questioned and disrupted. Imagination, innovation and the ability to take risks are fundamental characteristics that make us shatter boundaries.

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These shared values and beliefs are the influencers of everyday work culture at Mphasis that has eventually built our ethos. It is what integrates us across technologies, platforms and geographies. We are proud of it and we eagerly welcome you to the Mphasis way of life.

This offer of employment is contingent upon you fulfilling the background verification process that the organization will conduct. We look forward to you joining us at our Bangalore office on September 30, 2022. Please keep your recruiter informed, in case of advancement in the joining date.

Please endorse your acceptance by duly signing the duplicate copy of this letter on all sheets at the bottom on the right corner and return to the undersigned.

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ANNEXURE - 1
SALARY OFFER SHEET

Component	Monthly Gross	Annual Gross
Basic	6,733	80,800
House Rent Allowance	4,232	50,780
Leave Travel Allowance	NA	NA
Special Allowance	1,683	20,200
Ex-Gratia/ Bonus1	1,750	21,000
TOTAL FIXED CASH	14,398	1,72,780
Performance Incentive	842	10,100
Variable Pay2	NA	NA
TARGET CASH COMPENSATION	15,240	1,82,880
Employer Provident Fund	1,010	12,120
Mediclaime Insurance Premium	583	7,000
TARGET COST TO COMPANY	16,833	2,02,000

Details of Incentive Plan:

(1) Max Performance Incentive	The Company shall pay this incentive as per the performance incentive plan based on the employee's performance against set targets every month. You will be entitled to incentives only if you are employed in the Company for the entire month. Your supervisor shall share with you the performance incentive plan details at the time of your joining.
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Note:

- As per Statutory regulations, if your covered under Payment of Bonus act, this component will be paid as "Bonus" if not will be paid as "Ex- Gratia".
- Variable Pay will be payable on Quarterly basis. Amount shown is payable on 100% Target achievement. The company and unit/function performance achievement against the target measured quarterly shall determine the payout under the Variable Pay Plan. Note: Variable Pay is governed by the provisions of Variable Pay Plan (available on Mphasis Intranet) and the same will be reviewed from time to time.

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3. Statutory deductions like ESI, Professional Tax and Income Tax (if any) will be deducted at Source and will be applicable as per stipulations.

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Additional Benefits:

- You are covered under the Group Mediclaim Insurance for a sum insured of INR 300,000 per annum. This mandatory coverage also includes your spouse and 2 children. As per the policy, you have an option to enroll your dependents (parents/parents-in-law) by paying additional premium.
- You are covered under Group Personal Accident Insurance or INR 500,000 per annum.
- You are covered under the Standard Group Term Life insurance for a sum insured equal to 80% of your Fixed CTC or INR 400,000, whichever is higher. This benefit is extended only to the employee.
- Meal Card: You will be eligible to enroll for a meal allowance of INR 2,200 per month. This is a voluntary option and will be adjusted with your special allowance.
- As per the Maternity Benefit (Amendment) Act, 2017, women employees are eligible for Maternity Leave of 26 weeks. Adoption Leave and Paternity Leave are also applicable as the case may be. Please refer to the **Company Policy** for more details.
- NA
-

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ANNEXURE - 2

TERMS OF EMPLOYMENT

Your employment at Mphasis("Mphasis") will be governed by the Mphasis policies as modified from time to time. Copy of the present policy will be made available to you on your joining Mphasis. In particular and without prejudice to the foregoing statement, some of the more significant terms and conditions that govern your employment, subject to modifications from time to time, are detailed below.

1) Hours of Work

1.1. You may be required to work in shifts and / or extended working hours as permitted by law. Shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year, subject to applicable laws. The shift timings may change from time to time which you will be notified in advance.

1.2. Employees at the client site shall follow the working hours as applicable at client site.

2) Place of Employment

2.1. During your employment with Mphasis, you will be liable to be transferred or deputed to any of the offices, departments of Mphasis or its Associates, Subsidiaries or Group Companies, whether in India or abroad.

2.2. In the event of transfer or deputation of your services your salary and other benefits will be determined in accordance with Mphasis policies prevalent at that time.

3) Travel

You may be required to travel, whether in India or overseas, in connection with office work at short notice.

4) Salary and Benefits

4.1. Mphasis reviews employee compensation periodically and you may be eligible for salary increase based on review. However, any salary increase shall be at Company's sole and absolute discretion which is dependent on Organization's as well as Individual performance.

4.2. In addition to salary, you shall also be entitled to receive other benefits as applicable under Mphasis' policy. The Company shall, in its sole discretion, be entitled to amend, vary, and modify any of the terms and conditions of the policy with regard to the benefits that are offered to you.

5) Relocation:

5.1. You are eligible for relocation expenses reimbursement as per the company policy. In the event of your separation within 12 months of joining Mphasis, this amount has to be paid back to the company.

6) Leave Entitlement Policy

All employees are eligible for an annual paid vacation. Please refer to the employee handbook or contact the HR department for further details regarding the Company's leave and vacation policy.

7) Termination

7.1. Your employment with Mphasis is subject to termination on:

7.1.1. Mphasis may terminate your employment at any time giving you at least two months' prior notice in writing or payment of your then current salary prorated for any shortfall in notice; and

7.1.2. You may terminate your employment by giving Mphasis at least two months' prior notice in writing.

7.2. Mphasis reserves the right to, at its sole discretion, substitute the notice period by paying you salary in lieu of the notice period.

7.3. For abundant caution, it is hereby clarified that you cannot waive the notice period requirement in the event you wish to terminate your employment with Mphasis, and that your termination/resignation letter (by whatever name it is called) will be accepted by Mphasis only on your satisfying the mandatory notice period as stated in Mphasis' HR handbook. Further, till such time as Mphasis accepts your resignation letter, you will be deemed to be an employee of Mphasis and the terms and conditions of your employment will still continue to bind you. 7.4. Mphasis shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:

7.4.1. You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with Mphasis' policies and code of conduct; or

7.4.2. You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undischarged insolvent,

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being convicted by any criminal court, being involved in fraudulent acts, etc.) or commit any act which in the opinion of Mphasis is likely to bring Mphasis any disrepute whether or not such act is directly related to the affairs of Mphasis; or

7.4.3. You commit any breach of any of your duties or obligations under this agreement or the policies of Mphasis.

7.4.4. There is discrepancy in the copies of the documents/certificates given by you as proof in support of the information provided by you. In the event of termination under Clause 7.4.2, you shall not be entitled to any benefits whatsoever.

8) Mode of Communication

For any service of notice or communications of any kind, you will be informed by email or ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

9) Confidentiality

9.1. You agree at all times during the term of your employment and thereafter (Without limit of time);

9.1.1. To hold the Confidential Information in strictest confidence, and not to use attempt to use the same, except for the benefit of Mphasis, and

9.1.2. Not to disclose or divulge the Confidential Information to any person or entity without written authorization of Mphasis.

9.1.3. You agree to return to Mphasis all proprietary information, including copies on paper, harddrive, disk,tape and other media, upon completion or termination of any project or upon cessation of your employment with Mphasis ITServices.

9.2.For the purposes of Clause 10.1.,“Confidential Information” means any of Mphasis proprietary or confidential information, 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; 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 Mphasis with whom you become acquainted), markets, software, developments, inventions processes,

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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 Mphasis in any country or jurisdiction (until the same is generally available to the public), and any other business information of Mphasis including its business plans, practice methodologies and technologies (including computer software), training materials, personnel information, 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 and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is intangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills or information which is common to the business of Mphasis or which is generally known outside Mphasis.

9.3. You understand that retaining the confidential nature of the confidential information is of utmost importance to the business of Mphasis and in addition to the terms stipulated in this agreement here in you agree to execute a Non Disclosure Agreement with Mphasis.

10) Intellectual Property

10.1. You agree that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with Mphasis shall belong to Mphasis absolutely.

10.2. You agree, at Mphasis' expense, to provide, during and after this employment, all such assistance as Mphasis reasonably considers necessary, to secure the vesting of such rights in Mphasis or Terms of Employment Mphasis its nominees (including waiver of any such rights including author's special rights under Section 57 of the Copyright Act 1957).

11) Data Privacy Compliance Policy

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You consent to the terms and conditions of the Data Privacy Compliance Policy stated below:-

11.1. You consent to the processing of your personal data in accordance with Mphasis data privacy policy (the "Policy"), a copy of which can be obtained upon request;

11.2. In particular, you explicitly consent to:

- The collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Policy;
- The transfer worldwide of personal data held about you by Mphasis to other employees and offices of Mphasis' worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material ,videos, etc.

11.3. The reference to information "about you" includes reference to information about third parties, such as spouse and children (if any), which are provided to Mphasis by you on their behalf. The reference to "sensitive personal Data" may be understood to include reference to the various categories of personal data identified by European and Other applicable data privacy laws as requiring special treatment, including in some circumstances, the need to obtain explicit consent. These categories comprise personal data about racial or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or criminal record.

11.4. In addition, you agree to treat any personal data to which you have access in the course of your employment strictly in accordance with this Policy and other Mphasis policies and procedures. In particular, you will not use any such data other than in connection with and to the extent necessary for the purposes of your employment.

12) Non-Compete

You undertake and agree to maintain client exclusivity and to this end, during the validity of this agreement and for a minimum of 2 years thereafter, you shall neither solicit business nor offer product/services and/or conduct any business ,that directly competes with the kind of product/services that is offered by Mphasis to such client ,either directly or indirectly with any of Mphasis, client or any third party exposed to you,. In case you violate this provision, a minimum amount of Rs.3lakhs shall be payable by you to Mphasis as damages.

13) Non Solicitation of Employees and Clients

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You agree that during the period of your employment with Mphasis, and for one year after the date of termination of such employment (regardless of whether this cessation of employment is voluntary or involuntary, or caused by the breach of this Agreement by either party), other than on behalf of Mphasis, you will not, either directly or indirectly:

(A) solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, any employee of Mphasis; or

(B) adversely affect the business prospects of Mphasis by soliciting, diverting, taking away, hiring, or recruiting, or attempting to solicit, divert, take away, hire, or recruit, the business of any client, customer, potential client, potential customer, person, or entity with whom you had dealings as an Employee of the Mphasis or any purpose related in any manner to the business of Mphasis.

(C) You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of Mphasis' present business and the duties of your employment.

14) Warranty

14.1. You warrant that your joining Mphasis will not violate any agreement to which you are or have been party to.

14.2. You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with Mphasis.

14.3. You warrant that you will comply with all Mphasis applicable policies and standards and shall perform your services in manner consistent with the ethical and professional standards of Mphasis.

14.4. You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services.

15) Indemnification

You agree to indemnify Mphasis for any losses or damages sustained by Mphasis caused by or related to your breach of any of the provisions contained in this Terms of Employment.

16) Retirement

Your age of retirement from the service will be on completion of sixty years. However, you may opt for voluntary retirement at any age before sixty years during your services in the establishment if you are unable to continue in service satisfactorily. The actual date of retirement shall be the last working day of the



calendar month in which your 60th birthday falls.

17) General

17.1. This agreement contains the entire agreement between the employee and Mphasis. Mphasis reserves the right to amend the terms of the agreement with prior intimation to you. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of proprietary rights and / or non-disclosure.

17.2. This agreement is made under and shall be construed according to the laws of India. Employee agrees to submit to the jurisdiction of the courts of Bangalore (Karnataka).

17.3. This agreement shall remain current and in force, irrespective of whether you are under employment of Mphasis or not.

17.4. Should any part of this agreement be declared illegal or unenforceable, the parties here to will co-operate in always open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this agreement.

If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a condition's precedent or as of the essence of this agreement, or comprising an integral part of, or inseparable from the remainder of this agreement.

18) Background Verification Clause

We are considering all the details given by you in your resume and references provided are to the best of your knowledge. This offer letter can be withdrawn anytime if any of the details provided in the resume or reference check happens to be negative.

Contact Us:

T : +91 080 6750 1000

F : +91 080 6695 9943

E : investor.relations@mphasis.com

www.mphasis.com

Mphasis Limited

Registered Office:

Bagmane World Technology Centre,
Marathahalli Outer Ring Road, Doddanakundi Village,
Mahadevapura, Bangalore 560 048, India

CIN: L3007KA1992PLC025294



Acknowledgement and Acceptance of Appointment with Mphasis

I, Swati Bijjargi have read and understood the above terms and conditions governing my employment with the company and hereby accept the above-mentioned appointment in totality.

I confirm my acceptance of the offer and shall report for work on September 30, 2022.

Swati Bijjargi

Signature :

Date : 03 Sep 2022, 03:50 AM UTC

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ANNEXURE - 3

List of mandatory documents that needs to be uploaded in the tool as part of your offer release process and to proceed further with your onboarding formalities.

Sl. No	Details	Description
1.	Photograph	Soft copy of white background passport size photograph
2.	Education Documents	Highest education; i.e.; degree / post-graduation completion certificate (Provisional Certificate/ Consolidated Marks sheets/ all semester marks card)
3.	Identity Proof	Passport/ PAN Card/ Election ID/ Driving Licence/Aadhaar Card.
4	Employment Details	Current Employment: last 3 months salary slip along with a copy of the offer letter Previous Employment: Relieving letter/ experience letter (which captures start date, end date & position details)
5	LOA	Signed Scanned copy of - Letter of Authorization (LOA)

Please note, your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer. Being an ISO certified company, it is important for you to submit these documents on or before your date of joining us. Your joining the Company is subjected to you furnishing all of the above documents and duly verified by Mphasis.

Digitally signed by DS MPHASIS LIMITED 1
 Date: 2022.09.02 15:59:11 GMT
 Reason: Authorised by Srikanth Karra
 Location: Bangalore

April 6, 2022

MS. Rekha P Tambe

Dear **Rekha P Tambe**

This has reference to your application and the subsequent interviews you had with us. We are pleased to offer you a position of **AR ASSOCIATE** Omega Healthcare Management Services Pvt Ltd, on the following terms and conditions:

01. You will draw a Basic Salary of Rs 14,470.00/- (Rupees Fourteen Thousand Four Hundred Seventy Only) per month. In addition to this, you will be paid HRA of Rs. 3,083.00/- (Rupees Three Thousand Eighty Three Only) and Statutory Bonus of Rs. 1,447.00/- (Rupees One Thousand Four Hundred Fourty Seven only) per month as other allowances.
02. You will be entitled to Leave, Gratuity, P.F., Medical Insurance & Personal Accident Insurance, etc. in accordance with the Law / Company Policy from time to time.
03. Depending on your performance and the company's requirement, your employment can be extended on completion of 6 months.
04. Your place of posting will be at **Bengaluru-II** and you will report for duty on **7 April 2022 at 8.30 AM**.
05. This letter of offer is subject to completing other joining formalities as specified in **Annexure-2** and on completion a detailed appointment letter will be given.

Kindly sign the duplicate copy of this letter as a token of your acceptance to the above terms and conditions.

Thanking you,

Yours faithfully,

For Omega Healthcare Management Services Pvt. Limited.

Ebenazer Paul

Talent Acquisition

Omega Healthcare Management Services Private Limited

Regd. Office: 33, NAL Wind Tunnel Road, Murugeshpalya, Bengaluru - 560 017.

P: +91 80 4155 7333

US Office: 2424, North Federal Highway, Suite #205, Boca Raton, Florida 33431.

E: mail2omega@omegahms.com

www.omegahms.com

CIN# U85110KA2003PTC032846

Salary Components	Amount - Monthly	Amount - Yearly
Basic	14,470.00	173,640.00
House Rent Allowance	3,083.00	36,996.00
Advance Statutory Bonus	1,447.00	17,364.00
Special Allowance	0.00	0.00
Fixed Cash (Gross)	19,000.00	228,000.00
PF	1,736.00	20,832.00
ESI	618.00	7,416.00
Medical Insurance	0.00	0.00
Gratuity	696.00	8,352.00
Group Term Life Insurance	100.00	1,200.00
Total Benefits	3,150.00	37,800.00
Total Cost PA (CTC)		265,800.00

Authorized by
 Ebenazer Paul
 Talent Acquisition

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Annexure - 2

Welcome to Omega family!

To enable us to have your complete personal information, ensuring legal compliance and processing of salary and other reimbursements, you will be required to complete the following formalities on your joining at Omega Healthcare.

1. Application for Employment Form - Company Joining Report
2. Provident Fund Declaration / Nomination form - PF Form 2 & Form No 11-EPFO Declaration form (This needs to be filled in by every employee as he / she need to nominate persons(s) who would receive the

Provident Fund amount standing to his/ her credit in the unfortunate event of his / her Death).

3. Gratuity Nomination Form F.
(To be filled in by all employees wherein they should nominate the persons and the percentage of Gratuity Payable to such person in the unfortunate event of death of the employee)
4. Medical Insurance form (above 21K Gross salary) / ESIC-Employees State Insurance Scheme (Below 21 K Gross) - (as applicable)
5. NDA form – Non-Disclosure Security Agreement form.
6. Group Term Life Insurance Nomination Form
7. ID Card Application form, Transport Request form (Admin forms) & User ID - IT request form
8. Any other forms, as applicable. Salary Account opening if there is no Existing Bank account – Any Existing Bank Active Account

FOLLOWING DOCUMENTS TO BE SUBMITTED MANDATORILY ON YOUR JOINING:

- A. Relieving letter/ Experience Service certificate from your previous employer.
- B. Copy of last 3 months pay slips
- C. Copies of all Educational certificates & Copy of Offer
- D. Recent Passport size photograph - Colour Photo with good clarity & good resolution is only accepted
- E. Self-ID Proof - (PAN Card/Passport/ Driving License/Voter's ID/ Ration Card/College ID)
- F. Residence Proof - Permanent & Temporary/Present address proof (Passport /Driving License/ Voter's ID / Ration Card/ Mobile Bill or Telephone Bill / LIC Policy / BANK Passbook/ Electricity Bill/Gas Bill/Water Bill/Rental Agreement- (Letter from owner or Self Declaration letter required if it's not in your name)
- G. Copy of PAN Card / Acknowledgement copy of PAN Application
- H. Copy of AADHAR Card is Mandatory
- I. Need to be aware of PF Number, UAN, PAN number, Aadhar number, Parents DOB

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details, if married Spouse DOB details & Date of marriage and Physical standards i.e. (Blood Group, Height, Weight – details only required for filling the application form or nominee forms. Proof/Document is not required)

- J. Existing Bank account details - Any Bank Active account for Salary - Personalized Bank cheque or Bank Statement

Our attendance cycle runs from 21st of month to the 20th of the next month. If the salary account is not opened & activated before 10th of the month, then the salary for that month would be delayed thereby causing inconvenience to the employee. A delay in disbursement of salary may also occur if the Joining Reports / Documents are incomplete. Thus, we request to please fill in all the Joining forms completely accurately and submit Mandatory documents

We at HR look forward to providing you with the best of services at all times. We welcome you once again and wish you all the best for a successful career at Omega.

PLEASE NOTE: YOU ARE EXPECTED TO COME IN FORMAL DRESS ON DOJ

HR Team

