



DirectCore/RH7730099/250395/Pune/June/V0

PRIVATE AND CONFIDENTIAL

June 18, 2021
Joseph Misrobin
D. No T/77/2, RAILWAY COLONY

Dear Joseph Misrobin,

Welcome to Mphasis. It gives me great pleasure to invite you to join the family of Mphasis.

We are pleased to offer you the position of a Associate Software Engineer, in **Band 5** and **Level 2** with our organisation. The gross compensation will be **INR 4,00,000/- (Four Lakhs rupees only)** per annum.

You are required to sign a training bond and agreement for **INR 1,00,000/-(Rupees One Lakh Only)** for a period of 24 months. This bond is applicable from your date of joining the company. The bond for the complete amount of **INR 1,00,000/-(Rupees One Lakh Only)** would be recovered if you resigned within 24 months.

At Mphasis we believe we have a historic opportunity of building a global world class company. We also believe we are very unique in several ways - our equal strengths in Applications, BPO and ITO; being a flat, open and communicative organization; our ethos that encourages, promotes and rewards empowerment; initiative; flawless execution and leadership. In return, we promise to provide you a platform to grow and fulfill your personal and professional goals. We look for professionals like you who would partner the future growth of the Organization. We are confident that with your skills, competencies and capabilities you would be a valuable addition to the team.

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 on June 24, 2021 at Pune. The reporting time is **9:00 AM**. You endorse your acceptance by duly signing the duplicate copy of this letter on all sheets at the bottom right corner and return to the undersigned by either mailing it or handing it over to us on the date of your joining.

ANNEXURE - 1

Name	Joseph Misrobin
Band	Band 5
Level	Level 2
Title	Associate Software Engineer
Total Compensation / CTC	4,00,000
Band	Band 5
Level	Level 2
Salary Component	Amount (in Rs./Month)
Basic	13,333
House Rent Allowance	8,242
Leave Travel Allowance	NA
Special Allowance	3,333
Ex-Gratia / Bonus*	4,500
Total Fixed Cash	29,408
Variable Pay	1,667
Provident Fund Contribution (PF)	1,800
Mediclaime Insurance Premium	458
Target Cost to Company	33,333
Target Cost to Company (per annum)	4,00,000

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.

ANNEXURE - 2

TERMS OF EMPLOYMENT

Your employment at Mphasis Limited. ("The Company") will be governed by the Company's policies as modified from time to time. Copy of the present policy will be made available to you on your joining the Company. 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. A working day shall comprise of nine hours.
- 1.2. You may be required to work on a shift basis. Shifts may be scheduled across 24 hours a day, 7 days a week and 365 a year, subject to applicable laws. The shift timings may change from time to time which you would be notified of in advance.
- 1.3. At times you may be required to work beyond 8 working hours.
- 1.4. 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 the company, you will be liable to be transferred or deputed to any of the offices, departments of the Company 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 the Company's 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. Salary shall be reviewed on an annual basis depending on the date of joining and you shall be notified of the amount of your salary entitlement for the succeeding year, depending upon your performance during the year.
- 4.2. Notwithstanding the provisions of Clause 4.1, you acknowledge that it is the Company policy to review the salary payable to its employees for successive financial years and such reviewed salary may be higher or lower than the salary received for the previous financial year depending upon the overall performance of the Company.
- 4.3. In addition to salary, you shall also be entitled to receive other benefits as applicable under the Company 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.
- 4.4. The term 'financial year' denotes the period starting from 1st November to 31st of October of the following calendar year

5) Relocation

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) Group Insurance, Provident Fund and Gratuity

6.1. From the month following the month of joining, the Company will provide you coverage under the following Policies at no cost to you up to the date of cessation of employment:

- 6.1.1. Group Medclaim Policy (for all employees)
- 6.1.2. Group Gratuity- scheme (all employees)

7) Leave Entitlement Policy

As per the Company's existing Leave policy you will be entitled to twenty four working days of Privilege leave annually which is calculated at 2 days for every month of completed service. This is an earned leave and included any other form of casual or medical leave.

8) Termination

8.1. Your employment with the Company is subject to termination on:

- 8.1.1. Three month's prior notice by either side
- 8.2. The Company reserves the right to, at its sole discretion, substitute the notice period by paying you salary in lieu of the notice period.
- 8.3. 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 the Company, and that your termination/resignation letter (by whatever name it is called) will be accepted by the Company only on your satisfying the required notice period as stated in our Company's HR handbook. Further, till such time as the Company accepts your resignation letter, you will be deemed to be an employee of the Company and the terms and conditions of your employment will still continue to bind you.
- 8.4. The Company shall have the right to terminate your employment immediately without notice or payment in lieu of notice if:
 - 8.4.1. You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with the Company policies and code of conduct; or
 - 8.4.2. You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undischarged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc.) or commit any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; or
 - 8.4.3. You commit any breach of any of your duties or obligations under this agreement or the policies of the Company.
 - 8.4.4. There is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the information provided by you.
In the event of termination under Clause 8.4.2, you shall not be entitled to any benefits whatsoever.

9) 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.

10) Confidentiality

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

- 10.1.1. To hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company, and
 - 10.1.2. Not to disclose or divulge the Confidential Information to any person or entity without written authorization of the Company.
 - 10.1.3. You agree to return to Mphasis all proprietary information, including copies on paper, hard drive, disk, tape and other media, upon completion or termination of any project or upon cessation of your employment with Mphasis IT Services.
- 10.2.** For the purposes of Clause 10.1, “Confidential Information” means any Company 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 the Company with whom you become acquainted), markets, software, developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by the Company in any country or jurisdiction (until the same is generally available to the public), and any other business information of the Company 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 in tangible 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 the Company, or which is generally known outside the Company.
- 10.3.** You understand that retaining the confidential nature of the confidential information is of utmost importance to the business of the Company and in addition to the terms stipulated in this agreement herein you agree to execute a Non Disclosure Agreement with the company.

11) Intellectual Property

- 11.1.** 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 the Company shall belong to the Company absolutely.
- 11.2.** You agree, at the Company’s expense, to provide, during and after this employment, all such assistance as the Company reasonably considers necessary, to secure the vesting of such rights in the Company or Terms of Employment with Mphasis (including waiver of any such rights including author’s special rights under Section 57 of the Copyright Act 1957).

12) Data Privacy Compliance Policy

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

- 12.1. You consent to the processing of your personal data in accordance with the Company data privacy policy (the "Policy"), a copy of which can be obtained upon request;
- 12.2. In particular, you expressly consent to:
 - 12.2.1. The collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Policy;
 - 12.2.2. The transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's 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.
- 12.3. The reference to information "about you" includes reference to information about third parties, such as spouse and children (if any), which are provided to the Company 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.
- 12.4. 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 Company 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.

13) Non-Compete

You will certify to maintain Customer 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 the Company 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.3 lakhs shall be payable by you to Mphasis as damages.

14) Non Solicitation of Employees and Clients

You agree that during the period of your employment with the Company, 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 the Company, 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 the Company; or
- (B) Solicit, divert, take away, hire, or recruit, or attempt to solicit, divert, take away, hire, or recruit, the business of any client, customer, potential client, potential customer, person, or entity with whom Employee had dealings as

an Employee of the Company for any purpose related in any manner to the business of the Company.

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

15) Warranty

- 15.1. You warrant that your joining the Company will not violate any agreement to which you are or have been a party to.
- 15.2. You warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with the Company.
- 15.3. You warrant that you will comply with all Mphasis applicable policies and standards and shall perform your services in a manner consistent with the ethical and professional standards of Mphasis.
- 15.4. You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services

16) Indemnification

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

17) 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 of your 60th birthday.

18) General

- 18.1. This agreement contains the entire agreement between the employee and Mphasis, and no alteration or variations of the terms of this agreement shall be valid unless made in writing and signed by both the parties here to. This agreement supersedes any prior agreements or understandings between the parties relating to the matter of proprietary rights and / or non disclosure
- 18.2. 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).
- 18.3. This agreement shall remain current and in force, irrespective of whether you are under employment of Mphasis or not.
- 18.4. Should any part of this agreement be declared illegal or unenforceable, the parties hereto will co-operate in all ways 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 conditions precedent or as of



the essence of this agreement, or comprising an integral part of, or inseparable from the remainder of this agreement.

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 _____ (Date).

Signature : _____

Name : _____

Date : _____

Place : _____

Annexure - 3

At the time of joining Mphasis the following documents and information must be made available to us.

List of documents that need to be submitted at the time of joining, in order to complete your on boarding process.

Sl.No	Sl.No Documents
1	To process your salary - PAN card copy is mandatory, in case you do not have a PAN Card - apply for it online using the said URL https://tin.tin.nsdl.com/pan/index.html or apply on your day of joining at our helpdesk
2	Age Proof Certificate-Birth certificate/ (School certificates of ICSE/SSLC/CBSE)
3	Academic Certificates (Including additional certifications/ courses) supporting your education qualifications along with marks sheets*
4	Your latest salary slips or salary certificate*
5	Experience proof - Relieving letter from previous employers (if previously employed) *. The relieving letter or resignation acceptance need to be submitted in original
6	Service certificate from present Employer
7	Form 16 or Taxable income statement duly certified by previous employer (Statement showing deductions and Taxable income with break up) till the last date of your employment with them along with PAN number if available.
8	5 Passport Size Photographs
9	Copy of passport (All sheets)
10	Copy of your updated resume
11	Joining kit duly filled in by you
12	Signed - Non Disclosure Agreement

- *Originals need to be submitted. These original certificates will be returned to you after due verification.
- 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 essential for you to submit these documents at the time of joining. We will not be able to process your records unless you submit all the documents mentioned above.
- It is mandatory for all Mphasis employees to possess a valid passport. Else, please apply for one. You are expected to have a valid passport within 60 days from the time you join Mphasis.
- Apart from this we would like you to have the following information ready with you, for usage during your joining formalities.
 - DOB and Name of Father, Mother, Spouse, Child/ Children
 - Educational details with the passing year
 - Your past experience details with the exact years and role played to be mentioned.
 - Blood Group
 - 1 Passport size photograph of all your dependents
 - Your Citibank account number, if existing already.
 - Your PF account number with current employer
 - Your PAN number
 - Passport number, Place of issue, Date of issue, Validity: From and to date.

Digitally signed by DS MPHASIS LIMITED 1
Date: 2021.06.18 11:43:46 UTC
Reason: Authorised by Srikanth Karra
Location: Bangalore

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