

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This **MASTER AGREEMENT FOR PROFESSIONAL SERVICES** (this “Agreement”) is made and entered into as of the XX XXXXXX XXXX (the “Effective Date”), by and between:

TATA CONSULTANCY SERVICES LIMITED - a company incorporated in India with its corporate office located at TCS House, Raveline Street, Fort, Mumbai 400001, operating through its UK branch office at 18 Grosvenor Place, London SW1X 7HS (UK branch registration 007627) ("Vendor") and

XXXXXXXXXXXXX a company incorporated and registered in XXXX (company number XXXX) which has its registered office at XXXXXXXXXXXX ("Customer")

The Customer and the Vendor are individually referred to herein as a “Party” and collectively as “Parties”

For and in consideration of the mutual promises and covenants contained hereafter, the sufficiency and adequacy, is hereby acknowledge by both Parties, intending to be legally bound, the Vendor and the Customer agree as follows:

1. Scope of Services

1.1.Statement of work

The Customer retains the Vendor for and the Vendor accepts and agrees to provide the Customer with, professional services in information technology, including consulting, programming, application development, maintenance and support services and technical, engineering design, conversion, development and implementation, site management, site operation, training, project management and related services from time to time during the term of this Agreement. The scope and description of specific project services where the Vendor and the Customer agree that the Vendor takes end to end responsibility for the execution of a project, including supervision and management of the project execution (“Project Services”) to be provided by the Vendor and specific Deliverables to be created and provided to the Customer as part of the Project Services (“Deliverables”) will be mutually agreed and set forth in individual Project Statement of Work (“Project SOW” or “Project Statement of Work”). Each Project Statement of Work that may be executed by the Parties under this Agreement will be substantially in the form attached here to as Exhibit A, referencing this Agreement. Any other professional services to be provided by the Vendor by assigning of personnel with requisite skills to perform the services along with the Customer’s staff or under the guidance and direction of the Customer where the Vendor does not retain the project management responsibilities (“Consulting Services” or “Staff Augmentation Services”) may be provided by the Vendor pursuant to a consulting services Statement of Work (“Consulting Services Statement of Work”) substantially in the form of Exhibit B. Project Services and Consulting Services set forth in an applicable Statement of Work are referred to hereinafter “Services”.

1.2. Use of Affiliates

Any Statement of Work, when executed by both Parties shall be deemed to incorporate all applicable provisions of this Agreement. If the Customer or any of the Customer Affiliates desire the Vendor to

provide Services outside of the United Kingdom or Vendor's Global Delivery Centers located in India, the Vendor may cause its local Affiliates Vendor to enter into the applicable Statement of Work incorporating the provisions of this Agreement with the Customer or the applicable local Affiliate of the Customer. A Statement of Work for Services to a Customer Affiliate located outside the United Kingdom may have additional terms, if required to meet the local law requirements. In such cases, for purposes of each such Statement of Work, any reference to the Customer or Vendor as used in this Agreement shall be deemed to mean the applicable Customer or Vendor Affiliate executing the applicable Statement of Work. Further, in performing the Services hereunder, the Vendor may utilize the personnel, resources and facilities of Vendor's Affiliates; provided that in all such cases the Vendor remains fully responsible and liable for the performance of Services and, with respect each individual assigned by Vendor Affiliate to perform the Services, the Vendor shall retain the same responsibilities and liabilities as the Vendor has with respect the Vendor's own employees.

1.3. Change in Scope of Services in a Statement of Work

Either Party may request a change in the scope of Services or Deliverables or the project, but no such changes shall be effective and binding unless such changes are documented in a change control document and signed by both Parties. If the Customer desires to propose a change in a Statement of Work, the Customer shall deliver to the Vendor a change request in writing, describing the changes proposed. Promptly following Vendor's receipt of Customer's change request, the Vendor shall submit to the Customer a written description of change in the form of proposed change order for the Customer's review and approval. Any change order document prepared by the Parties shall include, among other items, an estimate of additional charges to the Customer if applicable, for the modified Services, any additional software or other material required to implement the change and any expected impact on the project schedule or service levels under the Statement of Work. On Customer's written approval of the change order document submitted by Vendor, the Parties shall sign the change order whereupon the Statement of Work shall be deemed to have been amended by the change order. No change to any Statement of Work shall be binding on the Parties unless the change order has been signed by authorized representatives of each Party.

1.4. Project Managers: Reports

With respect to each Project SOW, each Party shall appoint a qualified staff member or the representative to act as project manager (each, a "Project Manager") for the Services to be performed under each Statement of Work. Each Project Manager shall act as the single point of contact, for the Party appointing such Project Manager in connection with the performance of such Services for the applicable project. The Vendor agrees to submit written reports on the progress of the Project Services performed under each Project Statement of Work as may be reasonably requested from time to time by the Customer's Project Manager.

1.5. Vendor Personnel

The persons assigned by the Vendor to perform the Services shall have appropriate technical and professional skills and experience to enable them to perform their duties in a professional and workmanlike manner, consistent with generally accepted industry standards for the performance of such Services. For Project Services, the Vendor shall use commercially reasonable efforts to maintain continuity of its personnel until completion of the applicable project. Vendor agrees not to remove key personnel identified in a Project Statement of Work ("Key Personnel") except with prior approval

of Customer (such approval not be unreasonably withheld by the Customer) unless such individual (a) voluntarily resigns from the Vendor; (b) is dismissed by the Vendor for gross misconduct; (c) fails to perform his or her duties and responsibilities under the relevant Statement of Work; (d) dies or is unable to work due to his or her long term sickness and/or disability; or (e) retires. In the event that Vendor replaces any person performing Services under a Statement of Work with another person, the Customer shall not be responsible for any costs associated with any training, orientation or other steps to bring such replacement person to the same level as the replaced person that was required solely as a result of such replacement and the Vendor shall be responsible for all such costs. While at the Customer's facilities, all persons assigned by the Vendor to perform the Services shall observe and follow the Customer's reasonable work rules, security policies and standards as the same are provided to the Vendor. The Vendor shall cooperate with the Customer in promptly removing from performance of the Services any Vendor personnel engaging in any unacceptable behavior.

1.6. Employee non-solicitation

The Vendor and the Customer each agree that during the term, a Vendor personnel or Customer employee is associated with the Services hereunder and for a period of two years after such person ceases to be so associated, neither the Vendor nor the Customer shall, directly or indirectly, solicit for hire or knowingly hire or remain the personnel of the other party as an employee or independent contractor or through a third party vendor or service provider of the Customer, except with prior written consent of the other Party. The forgoing restriction shall not apply to the employment of any person who responds to any general public recruitment advertisement by a Party in the normal course of business, without specifically targeting or approaching the personnel of the other Party.

1.7. Service Locations

The Service will be performed by the Vendor at facilities owned or operated by the Vendor or facilities of the Customer. The facilities from where the Services will be provided shall be identified and set forth in the applicable Statement of Work. Unless a Statement of Work provides otherwise, the Vendor will be responsible to provide office space, general computing environment with standard tools and development environment at the Vendor's facilities, as reasonably necessary for the performance of Services at such facilities. The Customer is responsible to provide, at no cost to the Vendor, office space, office facilities (such as workstations, telephone, internet, fax and printers) computing equipment, desktop software, tools and development reasonably required for the Vendor personnel to perform the Services onsite as agreed by the Parties. The Customer agrees to grant access to relevant locations and systems, data media, documentation, data, information and computer programs reasonably necessary for the performance of Services during its normal business hours.

Due to the current COVID 19 situation, the personnel of the Vendor, its affiliates or permitted subcontractors may be required to work in the Secure Borderless Work Space ("SBWS") model as outlined in Exhibit D. The Vendor shall use its commercially reasonable efforts to minimize any disruptions in the provision of the Services caused by the SBWS model. The Parties shall collaborate in good faith to make all necessary arrangements to enable the provision of the Services in SBWS model and minimize any negative impact on the performance of Services under this Agreement.

2. Deliverables

The provision of this section 2 shall apply only to Deliverables that Vendor has agreed to develop pursuant to a Project Statement of Work, unless otherwise specified by the Parties on the applicable Statement of Work.

2.1. Provisions of Deliverables

All the Deliverables identified in each Project SOW will be provided to the Customer as specified in the applicable Statement of Work. With respect to the development of any software, a Statement of Work may involve the creation of one or more software Deliverables to be prepared by Vendor. The Parties may set forth in such Statement of Work or attachments thereto the procedure for review and testing by the Customer of each Deliverable, including the period within which the Customer is required to complete the review and testing of such Deliverable and unless a different period is set forth in the applicable Statement of Work, the review and testing of such Deliverable shall be seven (7) days after delivery ("Review and Acceptance Period").

2.2. Review and Acceptance of Deliverables

Upon delivery of a completed Deliverable by the Vendor ("Review Commencement Date"), the Customer shall review and, if appropriate, test such Deliverable to determine whether it conforms to its corresponding specifications under the applicable Statement of Work and to otherwise determine whether the Deliverable meets mutually agreed acceptance criteria ("Acceptance Criteria"). If the Deliverable fails to meet the Acceptance Criteria, the Customer shall prior to the expiry of the review and acceptance period, notify the Vendor such failure with reasonable details of the defects and non-conformities ("Non-Conformities").

2.3. Revision of Deliverables

The Vendor shall promptly correct and remedy any Non-Conformities reported by the Customer during the review and acceptance period at no additional cost to the Customer. The Vendor reserves right to treat any problem other than a Non-Conformity reported by the Customer as a request for change and to handle such request in accordance with the provisions of Section 1.3.. Upon the Vendor's revision/correction of the Deliverable, the Vendor shall provide the Customer with the revised Deliverable, whereupon the Customer shall review and, if appropriate test the revised Deliverable in accordance with the provisions of section 2.2. The Review Commencement Date for Customer's review and acceptance period for the revised Deliverable shall be the date on which the Vendor provides the Customer with the revised Deliverable and notifies the Customer that the revised Deliverable is ready for such review and testing.

2.4. Acceptance of Deliverables

With respect to each Deliverable, the process described in section 2.2 and section 2.3 shall be repeated until the Vendor remedies all Non-Conformities reported during the review and acceptance period or the Customer reports no Non-Conformities during the applicable review and acceptance period, at which time the Deliverable shall be treated as accepted. Notwithstanding the foregoing sentence, a Deliverable shall be treated as accepted by the Customer if the Customer starts using the

Deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).

2.5. Cost of Correction

The Vendor shall have no liability or obligation under this Section 2 for the delay in completing Acceptance Tests or failure of the Acceptance Tests if such delay or failure is determined to be due to reasons attributable to the Customer. The correction or reworking of the Deliverables and all related activities shall be at the cost of the Vendor if the failure is determined to be due to reasons solely attributable to the Vendor. In all other cases, any additional costs, charges or expenses incurred by the Vendor in correcting or reworking the relevant Deliverables shall be to the account of the Customer and the Customer will reimburse to Vendor such costs charges or expenses.

3. Proprietary Rights in Deliverables

3.1. Customer's ownership of Deliverables

Subject to section 3.2 section 3.3 and section 3.4, the Vendor agrees that all Deliverables created or developed by the Vendor under this Agreement, together with any associates copyright and other intellectual rights, shall be the sole and exclusive property of the Customer. The Vendor hereby assigns to Customer all right title and interest in and to such Deliverables, together with any associated copyright and other intellectual property rights. Upon the Customer's request, the Vendor shall execute and deliver to the Customer all instruments and other documents, and shall take protect and defend its rights in and to such Deliverables and associated intellectual property rights.

3.2. Vendor's Proprietary Software and Pre-Existing IP

The Customer acknowledges and agrees that this is a professional services agreement and this Agreement is not intended to be used for licensing of any Vendor's proprietary software or tools. If the Vendor and the Customer mutually agree that the Vendor provide to the Customer any proprietary software or tools of the Vendor, the Parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this section 3 shall not apply to any Deliverables related to any customization or implementation of any such proprietary software or products of the Vendor. Further, the Customer acknowledges that in performing Services under this Agreement, the Vendor may use the Vendor's proprietary methodology, process, ideas, know-how and technology or any improvements thereof ("Vendor Background Technology"). The Vendor agrees that except with prior consent of the Customer, the Vendor shall not embed or incorporate any product, independent utilities, tools, programs or components that are or were developed or owned by the Vendor prior to or independent of Services performed hereunder or any enhancements or improvements thereof made as part of the Services hereunder ("Vendor Pre-existing IP"). Notwithstanding anything to the contrary contained in this Agreement, the Vendor shall continue to retain the ownership and title to all Vendor Background Technology and Vendor Pre-existing IP and nothing contained herein shall be construed as preventing or restricting Vendor from using Vendor Background Technology or Vendor Pre-existing IP in any matter and the assignment provisions set forth in this Agreement shall not apply to Vendor Background Technology and Vendor Pre-existing IP. To the extent that any Vendor Background Technology or Vendor Preexisting IP or a portion thereof is incorporated or contained in a Deliverable under a Statement of Work under this

Agreement, Vendor hereby grant to the Customer a non-exclusive, perpetual, royalty free, fully paid up irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Vendor Background Technology and Vendor Pre-existing IP in connection with the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize the Customer to separate Vendor Background Technology or Vendor Pre-existing IP from the Deliverable in which they are incorporated for creating a standalone product for marketing to others.

3.3. Residuary Rights

Each Party shall be entitled to use the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. Nothing contained in this section shall relieve either Party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other Party.

3.4. Third Party Components

The Vendor shall specify in each Statement of Work or a change order, any third party software, tools, products or materials required for performing the Services or for incorporated info or provided in connection with the Deliverables prepared under such Statement of Work ("Third Party Components"). Unless stated otherwise in the applicable Statement of Work, the Customer shall be responsible for obtaining appropriate license for such Third Party Components and for paying applicable license fee. Notwithstanding the foregoing, in the event that Vendor cannot at the time of signing the Statement of Work determine whether any Third Party Component will be required or incorporated into or in connection with a Deliverable, the Vendor shall as early as possible, but prior to the delivery of each Deliverable, notify the Customer of such Third Party Components.

4. Compensation

4.1. Fees for Services

The Customer shall pay the Vendor for the Services provided by the Vendor hereunder as specified in each applicable Statement of Work. The price for Services agreed to be provided on a fixed price basis and the rates for any Services agreed to be performed on a time and material basis shall be as set forth in the applicable Statement of Work. All fees payable to Vendor are exclusive of any sales, use, value added tax or service taxes measure by the Services, Deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable and the Customer shall be responsible to pay or reimburse the Vendor the amount of such taxes. Where applicable, the Vendor shall invoice such taxes as a separate line item in the applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the Customer.

4.2. Expenses

Subject to any limitations specified in an applicable Statement of Work and subject to Customer's expense reimbursement guidelines furnished to the Vendor upon execution of this Agreement, the Customer shall pay or reimburse Vendor for all pre-approved, out of pocket travel and living expense reasonably incurred by Vendor's personnel in performing the Services.

4.3. Invoices

The Vendor shall submit invoices to the Customer on a monthly basis (or more or less frequently as may be specified in the applicable Statement of Work) detailing the amounts payable by the Customer hereunder. The Customer shall remit payment to Vendor within 30 days following its receipt of each such invoice; provided that the Customer may withhold payment of any amounts that are disputed in good faith, pending resolution of the dispute. In the event that the Customer disputes, the Customer shall notify the Vendor with the reasons for disputing any amount within fifteen (15) days after receipt of applicable invoice, where upon Parties shall promptly seek to resolve the dispute by mutual discussion. Any such dispute shall not relieve the Customer from paying when due any undisputed portion of the invoice. Any undisputed invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the Customer to the Vendor and the Vendor shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% above the prime lending rate of Barclays Bank calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Vendor also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by the Customer and any such withholding by the Vendor shall not be treated as breach by it of the provisions of this Agreement.

5. Representations and Warranties

5.1. Compliance with specifications

The Vendor warrants to the Customer that as delivered by the Vendor and at the time of acceptance by the Customer, each Deliverable provided pursuant to a Project Statement of Work will conform to its corresponding specifications. This warranty shall not apply in the event that failure of the Deliverable to conform to its corresponding specifications has resulted from: (a) modification of the Deliverable after delivery by Vendor if such modification was not made by or on behalf of the Vendor, (b) use of the Deliverable in combination with other products or systems which was not reasonably contemplated in the specifications, or (c) defects in components or materials provided to the Vendor by the Customer in connection with the preparation of the Deliverable.

5.2. Virus and Disabling code

The Vendor warrants that it shall not introduce or code any virus or unauthorized disabling code in to any software Deliverable provided hereunder or into the Customer network or system. The Vendor shall use industry standard anti-virus software and devices to screen all software Deliverables prior to delivery to the Customer to prevent any viruses, worms or other computer code that has the effect of disabling or interrupting the operating of a computer system or destroying, erasing or otherwise harming any data, software or hardware.

5.3. No other warranties

Except as set forth in this section, the Vendor makes no warranties to the Customer, express or implied, with respect to any Services or Deliverables provided hereunder or under any Statement of Work, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. All such other warranties are hereby disclaimed.

5.4. Warranty by The Customer

The Customer warrants that all software, information, data, materials, and other assistance ("Customer Materials") provided by it to the Vendor will not infringe the intellectual property rights of any third parties. Further, the Customer has the rights and is otherwise authorized to deliver the Customer Material and to grant the rights and licenses to the Vendor as contemplated in this Agreement or in the relevant Statement of Work.

6. Limitations of Liability

6.1. The Vendor shall be excused and not be liable or responsible for any delay or failure to perform the Services or failure of the Services or a Deliverable under this Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by the Customer or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement and the applicable Statement of Work. In the event that the Vendor is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Customer, the Vendor shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which vendor is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Customer. Such failures or delays shall be brought to the notice the Customer and subject to mutual agreement with the Customer, the Vendor shall take such actions as may be necessary to correct or remedy the failures or delays. The Vendor shall be entitled to invoice the Customer for additional costs incurred in connection with correction or remedy as above at time and material rate card agreed.

6.2. Neither Party shall be liable to the other, whether for breach of or in connection with this Agreement, tort (including negligence), misrepresentation (other than fraudulent misrepresentation), for breach of statutory duty or otherwise: (a) indirect losses and damages; (b) consequential losses and damages; (c) special or incidental losses and damages; (d) losses of profit; (e) losses of revenue; (f) losses of business; (g) losses of goodwill or damage to reputation; (h) losses of anticipated savings; and, (i) losses of share price, even if such Party has been advised of the possibility of such damages.

6.3. The total cumulative liability of either Party arising from or relating to this Agreement shall not exceed the preceding twelve month fees paid or payable to the Vendor by the Customer under that applicable Statement of Work that gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) death or bodily injury due to negligence of a Party; or (b) indemnification against third party claims for intellectual property rights infringement; or (c) fraud or fraudulent misrepresentation.

6.4. Each Party shall use commercially reasonable efforts to mitigate damages for which the other Party would be liable under this Agreement.

7. Indemnification

7.1. Infringement Indemnity

The Vendor will defend, indemnify and hold harmless to the Customer and its directors, officers and employees (each, a Customer Indemnified Party”), from and against any third-party suit, proceeding, judgement, costs and expenses (including reasonable attorney fees) to the extend based on an allegation that the Services or Deliverable as provided to the Customer by the Vendor and the use thereof by the Customer as contemplated in the Agreement or applicable Statement of Work constitutes an infringement of or misappropriation of the copyright , patent, trademark or trade secret rights of any third party (each, an “Infringement Claim”). Vendor shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from (i) the Vendor’s compliance with the Customer’s specific technical designs or instructions (except where the Vendor knew or should have known that such compliance was likely to result in an Infringement Claim and the Vendor did not inform the Customer of the same); (ii) inclusion in a Deliverable of any content or other materials provided by the Customer and the Infringement Claim relates to or arises from such the Customer provided material; (iii) modification of a Deliverable after delivery by the Vendor to the Customer if such modification was not made by or on behalf of the Vendor, or (iv) use of the Deliverable in combination with products not provided by the Vendor or otherwise not contemplated in the applicable specifications or documentation.

The Customer will defend, indemnify and hold harmless the Vendor, applicable Vendor Affiliates and Vendor personnel (“Vendor Indemnified Party”) from and against any third party suit, proceedings damages, judgements, cost and expenses (including reasonable attorney fees) relating to any Infringement Claim by third party to the extend based on any content or other materials provided to the Vendor by or on behalf of the Customer or the access and use by the Vendor of any the Customer provided software or material in connection with the Vendor’s performance of Services hereunder without breaching the terms of this Agreement.

7.2. Additional Obligation of Vendor

In the event that the Customer is enjoined or otherwise prohibited or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Vendor is required to indemnify Customer under section 7.1, the Vendor, may at its own expense and option: (i) procure for the Customer the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non- infringing without materially altering its capacity or performance; or (iii) replace the Deliverable with work product that is equal in capacity and performance but is non infringing.

7.3. Mutual indemnification for certain claims

Each Party (in the capacity as Indemnifying Party) will defend, indemnify and hold the other Party, its affiliates, directors, officers and employees (in the capacity of Indemnified Party) from and against any third party claim, demand, suit, proceeding, cost and expenses therewith to the extend such demand, claim or action relates to or is based on any personal injury, death or damage to property caused by the negligence or willful misconduct of the Indemnifying Party or its agents and representatives, in the performance of this Agreement.

7.4. Additional provisions for indemnification

A Party shall not be entitled to seek any indemnification from the other Party unless such Party provides the other Party with (i) prompt written notices of any claim, demand, or action for which such Party is seeking or may seek indemnification hereunder and gives the indemnifying Party the right to control the defense; (ii) reasonably cooperate with the Indemnifying Party in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action; and (iii) allow the other Party, at its own expense, to participate in such litigation, negotiations and settlements with counsel of its own choosing. The Indemnifying Party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the Indemnified Party.

7.5 Transfer of People

- (i) Unless specifically agreed in any SOW, the Parties do not believe or intend that the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended, the EC Acquired Rights Directive 2001/23/EC, as amended, or any similar legislation (the "Employee Transfer Regulations") will apply in connection with the commencement of the Services.
- (ii) Notwithstanding clause (i) above if on commencement of this Agreement or any SOW any current or former employee or personnel of the Customer or current or former employee or personnel of any third party vendor of the Customer ("Affected Personnel") transfers or claims that their employment or engagement (or any related liability) transfers to the Vendor or any of its sub-contractors pursuant to the Employee Transfer Regulations or otherwise as a result of the Vendor or any of its sub-contractors providing the Services, the Parties will in good faith attempt to agree how such Affected Personnel and/or that liability should be dealt with, providing that, if agreement is not reached within 30 days after the Vendor has notified the Customer of such claim the Vendor may at its sole discretion dismiss any such Affected Personnel.
- (iii) If the Employee Transfer Regulations are alleged or deemed to apply to any of the transactions to be carried out under this Agreement or any SOW and if any of the Affected Personnel or anybody on its/their behalf makes a claim or initiates any action or proceedings against the Vendor or any of its sub-contractors the Customer will indemnify and keep indemnified the Vendor (for itself and on behalf of its sub-contractors) in full for and against all losses, damages, liabilities (including any liability to taxation), claims (including in respect of any claim for benefits payable to an employee who is or was at any time a member of a pension scheme, whether in the form of a pension or lump sum, but excluding invalidity or survivors' benefits, before his normal retirement and whether from active or deferred status), costs, demands and expenses including fines, penalties, legal and other professional fees and expenses (together with any VAT thereon) whether direct or indirect.
- (iv) The Customer accepts and acknowledges that the Vendor's price as agreed in this Agreement or any SOW does not take into consideration a situation where the Vendor may have to engage or employ any of the Affected Personnel or take-over any liability relating to such Affected Personnel.

8. Confidential information

8.1. Obligations of confidentiality and non-use

Each Party (in such capacity, the “Receiving Party”) acknowledges and agrees to maintain the confidentiality of confidential information (as hereafter define) provided by the other Party (in such capacity, the “Disclosing Party”) hereunder or under any Statement of Work. The receiving Party shall not disclose or disseminate the disclosing Party’s confidential information to any person other than (those employees, agents, contractors, sub-contractors and licensees of the receiving Party, or its affiliates, who have a need to know it in order to assist the receiving Party in performing its obligations, or to permit the receiving Party to exercise its rights under this Agreement or any Statement of Work. In addition, the receiving Party (i) shall take all reasonable steps to prevent unauthorized access to the disclosing Party’s confidential information, and (ii) shall not use the disclosing Party’s confidential information, or authorize other persons or entities to use the disclosing Party’s confidential information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder or under any Statement of Work. As used herein, “reasonable steps” means steps that a Party takes to protect its own, similarly confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care.

8.2. Definition of confidential information

The term “Confidential Information”, as used herein shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and trade secrets, and other confidential information and materials of the disclosing Party, its affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the receiving Party from any source or that may be developed as a result of this Agreement.

8.3. Exclusions

The provisions of this section respecting confidential information shall not apply to the extent but only to the extent, that such confidential information is; (i) already known to the receiving Party free of any restriction at the time it is obtained from the disclosing Party, (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) is or becomes publicly available through no wrongful act of the receiving Party or any third party; (iv) is independently developed by the receiving Party without reference to or use of any confidential information of the disclosing Party; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however that the receiving Party shall advise the disclosing Party of such required disclosure promptly upon learning thereof in order to afford the disclosing Party a reasonable opportunity to contest, limit and/or assist the receiving Party in crafting such disclosure). Nothing in this section shall be construed as restricting Customer’s right with respect to any Deliverable as provided in section 3, for Customer’s business purposes, and for the business purposes of Customer’s subsidiaries and affiliates.

8.4. Recipient’s Employee and others

The Receiving Party shall advise its employees, agents, contractors, sub-contractors and licensees, and shall require its affiliates to advise their employees, agents, contractors, sub-contractors and licensees, of the receiving Party's obligations of confidentiality and non-use under this section, and shall be responsible for ensuring compliance by its and its affiliates employees, agents, contractors, sub-contractors and licensees with such obligations. In addition, the receiving Party shall require all persons and entities that are provided access to the disclosing Party's confidential information, other than the receiving Party's accountants and legal counsel, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this section. The receiving Party shall promptly notify the disclosing Party in writing upon learning of any unauthorized disclosure or use of the disclosing Party's confidential information by such persons or entities.

8.5. Return or Destruction of confidential information

Upon the disclosing Party's written request following the completion or termination of any Statement of Work, the receiving Party promptly shall return to the disclosing Party or destroy, all confidential information of the disclosing Party provided under or in connection with such Statement of Work, including all copies, portions and summaries thereof. Notwithstanding the foregoing sentence, (i) the receiving Party may retain one copy of each item of the disclosing Party's confidential information for purposes of identifying and establishing its rights and obligations under this Agreement, and (ii) Customer may retain confidential information of Vendor to the extent that such information is necessary or desirable in connection with the Customer's use of any Deliverables as permitted hereunder; provided, however, that in either case all such confidential information retained by the receiving Party shall remain subject to the provisions of this Section 8 for so long as it is so retained. If requested by the disclosing Party, the receiving Party shall certify in writing its compliance with the provisions of this paragraph.

9. Term and Termination

9.1. Term

The term of this Agreement shall commence on the Effective Date and shall continue for xxxxx (X) year(s) or until terminated as set forth herein. The Parties may extend the term of this Agreement by mutual agreement in writing.

9.2. Termination of Agreement

Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party at any time; provided, however, that such termination shall not affect any Statement of Work that the Parties may have previously executed, or this Agreement as it applies to such Statements of Work. Any such Statement of Work, and this Agreement as it applies to such Statement of Work, shall expire upon completion of the Services to be performed under such Statement of Work and may be terminated only in accordance with the express provisions of this Agreement.

9.3. Termination for material breach

In the event of a material breach of the provisions of this Agreement or an applicable Statement of Work, the non-breaching party may terminate this Agreement and all Statements of Work, or any individual Statement of Work and this Agreement as it applies to such Statement(s) of Work, upon

written notice to the breaching Party if the breaching Party fail to cure such breach within thirty (30) days following written notice thereof to the breaching Party.

9.4. Termination for Bankruptcy or insolvency

Either Party may terminate this Agreement if the other Party becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditor's rights or otherwise ceases to conduct business in the normal course

9.5. Termination of Statement of Work for convenience

Unless a different period is agreed in an applicable Statement of Work, Customer may terminate any Statement of Work, with or without cause, upon thirty (30) days prior written notice to Vendor. During the period between the date Vendor's receives Customer's termination notice and the date such termination becomes effective (the "Wind-Down Period"), the Vendor shall perform only such Services under the affected Statement of Work as Customer may request in writing. The Vendor shall use commercially reasonable efforts to reassign as soon as possible Vendor personnel performing the terminated Statement of Work. To the extent that Vendor cannot reassign such personnel prior to the end of the Wind-Down Period, such personnel, at the request of Customer, shall be reassigned for the duration of the Wind-Down Period to any other Statement of Work under this Agreement selected by the Customer and to the extent there are no re-assignments during such Wind-Down Period The Vendor shall be entitled to bill Customer for the unassigned Vendor resources during the Wind-Down Period in addition to fees for the Services already rendered under the relevant Statement of Work up to the date of receipt of the notice from the Customer. The Customer shall pay the Vendor for all Services performed through the effective date of termination and the applicable fees during the Wind-Down Period as aforesaid. For any Statement of Work based on a fixed price the Vendor shall be entitled to receive fees reasonably apportioned to the work actually performed through the Effective Date of termination and applicable fees during the Wind-Down Period.

9.6. Survival

The provisions of Section 3, 5, 6, 7, 8, 9.6 and 10, as well as any other provisions of this Agreement necessary to interpret the respective right and obligations of the Parties hereunder or under any Statement of Work, shall survive the termination of this Agreement or such Statement of Work. In addition, Customer shall remain obligated to pay the Vendor any amounts due hereunder for Services performed and expenses incurred under any Statement of Work prior to the date of termination of such Statement of Work, including any Services performed and expenses incurred during any applicable wind-down period.

10. Data Protection

10.1. For the purposes of this clause 10, the following definitions shall apply:

10.1.1. "Controller" shall have the meaning set out in the GDPR;

10.1.2. "Data Subject" shall have the meaning set out in the GDPR;

10.1.3. "GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679 and any laws in the UK which replace it;

10.1.4. "Personal Data" shall have the meaning set out in the GDPR;

10.1.5. “Privacy and Data Protection Requirements” the Data Protection Act 2018, the GDPR and all laws and regulations applicable to the relevant Party relating to the processing of Personal Data under or in relation to this Agreement including, where applicable, the binding guidance and codes of practice issued by the Information Commissioner or any other supervisory authority.

10.1.6. “Processor” shall have the meaning set out in the GDPR.

10.2. Where the Vendor is to be a Processor of Personal Data under this Agreement on behalf of the Customer, then the Vendor shall in relation to the Personal Data provided by the Customer:

10.2.1. in relation to such Personal Data, act only on the documented instructions of the Customer as set out in this Agreement (or the relevant Statement of Work) or as otherwise agreed between the parties and documented in writing;

10.2.2. procure that appropriate technical and organisational measures, as mutually agreed with the Customer, are taken against unauthorised or unlawful processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data, taking into account the nature of the Personal Data;

10.2.3. document all processing in accordance with Article 30 of the GDPR;

10.2.4. operate appropriate security procedures, processes and systems to ensure that unauthorised persons do not have access to any equipment used to process such Personal Data or to the Personal Data itself;

10.2.5. use reasonable endeavours to ensure the reliability of the Vendor personnel with access to such Personal Data and ensure that all such Vendor personnel are under obligations of confidentiality in relation to such Personal Data;

10.2.6. obtain prior written consent from the Customer before transferring such Personal Data to any sub-contractor and ensure that any such sub-contractor is engaged on a written agreement giving commitments in relation to the processing of such Personal Data no less onerous than set out in this Agreement. The Vendor shall remain liable to the Customer for the acts of any such sub-contractor in relation to such Personal Data;

10.2.7. taking into account the nature of the processing and the information available to the Vendor, reasonably assist the Customer in ensuring compliance with its obligations pursuant to Articles 32 to 36 of the GDPR inclusive;

10.2.7.1. not transfer such Personal Data outside the EEA without the consent of the Customer. Where the Customer consents to the transfer of Personal Data outside the EEA, the Vendor shall comply with any reasonable instructions of the Customer in relation to such transfer and cooperate with the Customer to ensure compliance with the Customer’s obligations as a controller under Articles 44 to 50 GDPR inclusive by putting in place adequate safeguards, including where appropriate

10.2.7.2. entering into standard contractual clauses, which are either approved by a decision of the European Commission and which is applicable in the United Kingdom; and/or approved by the United Kingdom Information Commissioner’s Office, as providing adequate safeguards to the standard required by GDPR and as providing equivalent protection to what would be in place had the personal data remained in the European Economic Area;

- 10.2.8.** provide reasonable assistance to the Customer to assist the Customer to meet a request or complaint made by a Data Subject in respect of such Personal Data in order to meet the requirements of Chapter III of the GDPR in respect of Data Subject rights;
- 10.2.9.** notify the Customer promptly upon discovering a Personal Data breach, providing all information it has, or reasonably should have, in relation to the Personal Data breach, so that the Controller is able to satisfy its obligations under Articles 33 and 34 GDPR and is able to properly investigate the Personal Data breach;
- 10.2.10.** subject to at least 10 days' prior notice, provide reasonable assistance to the Customer to demonstrate compliance with this clause 10, and allow for and contribute to audits provided that the Customer gives reasonable notice and agrees commercially workable precautions to protect the Vendor's confidential information and confidentiality obligations to other customers.
- 10.2.11.** notify the Customer if, in its opinion, an instruction given by the Customer breaches the GDPR or other data protection law ; and,
- 10.2.12.** on termination of this Agreement or the end of the carrying out of data processing, 15 days from such date, delete or return all such Personal Data to the Customer and delete existing copies unless required by law.

10.3. Where this clause 10 applies, the subject matter and duration of any processing, the nature and purpose of the processing, Customer's instructions, the type of Personal Data processed and the categories of Data Subject processed shall be set out in the relevant Statement of Work.

10.4. The Customer shall:

- 10.4.1.** determine the purposes of the processing of Personal Data;
- 10.4.2.** act in compliance with Privacy and Data Protection Requirements;
- 10.4.3.** not instruct the Vendor to process Personal Data in a manner that would constitute a breach of Privacy and Data Protection Requirements; and,
- 10.4.4.** be responsible for the reasonable costs incurred by the Vendor as result of the assistance performed by the Vendor in accordance with this clause 10 unless such assistance is required as a result of a breach of the Vendor of its obligations under this Agreement in which case the Vendor shall be responsible for its costs and for the costs of the Customer.

11. Miscellaneous Provisions

11.1. Independent contractor

In making and performing this Agreement and each Statement of Work, the Vendor shall be deemed to be acting as an independent contractor of the Customer and shall not be deemed an agent, legal representative, joint venture or partner of the Customer. Neither Party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

11.2. Use of Subcontractors

The Vendor shall not subcontract or delegate any of its obligations under this Agreement or any Statement of Work without the prior written approval of the Customer, which consent will not be

unreasonably delayed or withheld. Customer's consent to Vendor's right to subcontract any of the Services shall not relieve Vendor of any of its duties or obligations under this Agreement.

11.3. Assignment Binding effect

Neither Party may assign, delegate or transfer this Agreement including any Statement of Work, or any obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign, delegate or transfer this Agreement to any affiliate of such Party for so long as such assignee, delegatee, or transferee remains an affiliate of such Party. Any assignment, delegation, or transfer in violation of this provisions shall be void and without legal effect.

11.4. Third party Beneficiaries

Except as expressly stated herein, nothing in this Agreement or any Statement of Work shall confer any rights upon any person other than the Parties hereto and their respective successors and permitted assigns.

11.5. Use of Customer's Name

The Vendor shall be entitled to use the name (and the logo, if any, associated with the name) of the Customer, in its customer lists, any sales, marketing or promotional material or presentation, to identify the Customer as one of Vendor's customers for the products and services hereunder, and provide for a marketing reference. Other than the aforesaid, neither Party shall use any name, mark or symbol of the other in any publicity release or advertising material or for any other purpose whatsoever nor shall publicize any information pertaining to this Agreement or the other Party without securing prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

11.6. Governing Law

This Agreement and each Statement of Work shall be governed by and interpreted in accordance with the laws of the England and Wales, without giving effect to its principles governing conflicts of law.

11.7. Equitable Relief

Each Party agrees that either Party's violation of the provisions of section 3 and /or Section 7 may cause immediate and irreparable harm to the other party for which money damages may not constitute an adequate remedy at law. Therefore, the Parties agree that, in the event either Party breaches or threatens to breach said provisions or covenants the other Party shall have the right to seek, in any court of competent jurisdiction, an injunction to restrain said breach or threatened breach, without posting any bond or other security.

11.8. Notices

All notices provided for or permitted under this Agreement shall be deemed effective upon receipt, and shall be writing and (i) delivered personally, (ii) sent by commercial overnight courier with written verification of receipt, or (iii) sent by certified or registered UK mail, postage prepaid and return receipt requested, to the Party to be notified at the address for such Party set forth below, or at such other address of such Party specified in the opening paragraph of this Agreement.

If the notice is for the Customer:

[Name]

Att.: [*]

Address: [*]

Electronic mail: [*]

If the notice is for the Vendor:

[Name]

Att.: [*]

Address: [*]

Electronic mail: [*]

11.9. Entire Agreement Amendment

This Agreement, together with each Statement of Work, set forth the entire understanding of the Parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the Parties hereto with respect to the subject matter hereof, whether written or oral. This Agreement and each Statement of Work may be amended, modified or supplemented only by a written instrument duly executed by an authorized representative of each of the Parties. Parties agree that any other terms including printed terms in any purchase order or invoice or such other similar document will not be binding between the Parties.

11.10. Severability

Any provision of this Agreement or any Statement of Work that is determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions of this Agreement or such Statement of Work, or affecting the validity or enforceability of such provision in any other jurisdiction.

11.11. Waiver

No term or provision of this Agreement or any Statement of Work will be considered waived by either Party, and no break consented to by either Party, unless such waiver or consent is in writing signed on behalf of the Party against whom it is asserted. No consent to or waiver of a breach of this Agreement or any Statement of Work by either Party, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach of this Agreement or any Statement of Work by such Party.

11.12. Agreement is controlling

If there is any inconsistency or conflict between the provisions of the main body of this Agreement and provisions of any Statement of Work, the provisions of the main body of this Agreement shall be controlling and shall govern, except to the extent such provisions are expressly superseded by the provisions of said Statement of Work.

11.13. Counterparts

This Agreement and any Statement of Work may be executed in two or more counterparts, all of which shall constitute one and the same instrument. Each such counterpart shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

11.14. Force Majeure

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement or any Statement of Work hereunder to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control including but not limited, by fire, flood, earthquake, elements of nature or acts of god, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; Quarantines, embargoes and other similar governmental action (each a “Force Majeure Event”). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) business days of the inception of such delay) and describe in reasonable detail the circumstance causing such delay.

11.15. Acts or omissions of other Party

Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement or any Statement of Work hereunder, if and to the extent such delay or failure is caused by the action or omission of the other Party or other Party’s agents or due to a breach of this Agreement or a Statement of Work of the other Party.

11.16. Non- Exclusivity

The Vendor shall be free at all times to provide the Services same or similar to the one envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude the Vendor from providing such services to its other clients.

11.17. Execution and Delivery

The Agreement and each Statement of Work shall be deemed executed by both Parties when any one or more counterparts hereof or thereof, individually or taken together, bears the signature of each of the Parties. This Agreement and any Statement of Work, once executed by a Party, may be delivered to the other Party by facsimile transmission of a copy thereof bearing the signature of the Party delivering it.

11.18. TATA Code of Conduct

Exhibit C contains abstract of the TATA Code of Conduct. The Customer agrees to make good faith efforts to notify the Vendor Project Manager or other the Vendor executives of any breach of the TATA code of conduct by any Vendor personnel relating to this Agreement.

11.19. Arbitration

Subject to Section 11.20 (Jurisdiction), any disputes, controversy or claim arising out of or in connection with this Agreement will be finally settled by arbitration in accordance with commercial arbitration rules of the London Court of International Arbitration (‘LCIA’). The arbitration shall be conducted in English language and shall be held in London. Claims shall be heard by a panel of three arbitrators. Within thirty (30) days after the commencement of arbitration, each Party shall select

one person to act as arbitrator and the two selected arbitrators shall select a third arbitrator within thirty (30) days of their appointment. If the arbitrators selected by each Party are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by LCIA. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing Party's actual damages. Neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both the Parties.

11.20. Jurisdiction

The courts of England and Wales shall have exclusive jurisdiction to try and dispose of any proceedings arising out of this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the effective date

TATA CONSULTANCY SERVICES LIMITED.

XXXXXXXXXXXXXX

(VENDOR)

(CUSTOMER)

Signature

Signature

Date

Date

Name

Name

Title

Title

Exhibit A

Form of Project Statement of Work

This Statement of Work is executed pursuant to the Master Agreement for Professional Services dated as the _____ day of ____202__ executed by and between TATA Consultancy Services Limited ("Vendor" or "TCS") and _____ ("Customer") (the "Agreement"), and shall be deemed to be part thereof

1. **Description of Services:** Describe the Services to be performed in as much detail as possible. Identify where the work will be performed and any key personnel that must be assigned to the project. Separate the Services into phases if applicable.

Out of Scope work and assumptions: Describe any specific components of the Services traditionally considered as implied but specifically agreed to be excluded from the scope of Vendor's responsibility

Project Staffing plan: If the Services are based on time & material basis, describe the projected / agreed staffing plan

Customer responsibilities and tasks: Describe if there are specific tasks and responsibilities that Customer is required to perform

2. **Description of Deliverables:** Be specific and only list those tangible Deliverables that will be provided to the Customer. Everything else should only be described in the section on Services

3. **Third-Party components:** Should describe all third party items and materials to be included of provided as part of any Deliverables
4. **Term of the project, Project schedule & milestones:** include dates for start and completion of the each phase of the Services, and for delivery of each of the Deliverables.

Contingencies and risk mitigation plan

5. **Review and testing –Acceptance:** Describe the review and testing process and indicate whether the review and testing period will be longer or shorter than the default period of seven days set forth in the Agreement. Where possible, specify the acceptance testing that Customer will perform on each Deliverable
6. **Compensation:** Indicate the fees and compensation payable and whether the project is a time and material project or a fixed fee engagement. Also indicate when Vendor is entitled to invoice Customer for fees and expected (eg., monthly, or on the achievement of milestones, acceptance of Deliverables, etc.) indicate whether invoicing for fees and expenses will occur and round trip air travel reimbursement apply for assignments of less than 90 days

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the effective data

TATA CONSULTANCY SERVICES LIMITED

XXXXXXXXXXXXXX

(VENDOR)

(CUSTOMER)

Signature

Signature

Date

Date

Name

Name

Title

Title

Exhibit B

Form of Statement of Work for consulting services

This Statement of Work is executed pursuant to the Master Agreement for Professional Services dated as the _____ day of ____202__ executed by and between TATA consultancy Services ("Vendor" or "TCS") and _____ ("Customer") (the "Agreement"), and shall be deemed to be part thereof. The Services to be provided under this Statement of Work are for consulting Services as described in the Agreement and this Statement of Work.

1. **Description of Services:** Describe the skill sets and the nature of Services expected to be performed by TCS personnel
2. **Term of Statement of Work:** Include start date and expected end date
3. **Compensation:** Indicate the fee and compensation payable and whether the Services are provided on time and material basis (indicate the applicable rate) or a fixed fee engagement. Describe if out of pocket expenses are to be reimbursed. If the fees are based on time and material rates, specify per diem and round trip air travel reimbursement apply for assignment of less than 90 days)
4. **Location of Work:**
5. **Other terms and Condition:**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the effective data

TATA CONSULTANCY SERVICES LIMITED

XXXXXXXXXXXXXX

(VENDOR)

(CUSTOMER)

Signature

Signature

Date

Date

Name

Name

Title

Title

Exhibit C

Relevant text from TATA code of Conduct

Gifts and Donations

A Tata company and its employees shall neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations or comparable benefits that are intended, or perceived, to obtain uncompetitive favors for the conduct of its business. However, a Tata company and its employees may accept and offer nominal gifts, provided such gifts are customarily given and / or are of a commemorative nature for special events

Government Agencies

A Tata company and its employees shall not, unless mandated under applicable laws, offer or give any company funds or property as donation to any government agency or its representative, directly or through intermediaries, in order to obtain any favorable performance of official duties.

Third Party Representation

Parties which have business dealings with the Tata Group but are not members of the Group, such as consultants, agents, sales representatives, distributors, channel partners, contractors and suppliers, shall not be authorized to represent a Tata company if their business conduct and ethics are known to be inconsistent with the Code.

Ethical Conduct

Every employee of a TATA company, including full-time directors and the chief executive, shall deal on behalf of the company with professionalism, honesty and integrity, while conforming to high moral and ethical standards. Such conduct shall be fair and transparent and be perceived to be so by third parties.

Every employee shall be responsible for the implementation of and compliance with the Code in his / her environment. Failure to adhere to the Code could attract severe consequences, including termination of employment.

Regulatory Compliance

Employees of a Tata company, in their business conduct, shall comply with all applicable laws and regulations, in letter and spirit, in all the territories in which they operate. If the ethical and professional standards of applicable laws and regulations are below that of the Code, then the standards of the Code shall prevail.

Directors of a Tata company shall comply with applicable laws and regulations of all the relevant regulatory and other authorities. As good governance practice they shall safeguard the confidentiality of all information received by them by virtue of their position.

Concurrent Employment

An employee of a Tata company shall not, without the prior approval of the Managing Director of the company, accept employment or a position of responsibility (such as a consultant or a director) with any other company, nor provide freelance services to anyone, In the case of a fulltime director or the chief executive, such approval must be obtained from the board of directors of the company.

Conflict of Interest

An employee or a director of a Tata company shall not engage in any business, relationship or activity which might conflict with the interest of his / her company or the Tata Group. A conflict of interest, actual or potential, may arise where, directly or indirectly...

(a) An employee of a Tata company engages in a business, relationship or activity with anyone who is party to a transaction with his / her company.

(b) An employee is in a position to derive an improper benefit, personally or to any of his / her relatives, by making or influencing decisions relating to any transaction.

(c) An independent judgement of the company's or Group's best interest cannot be exercised.

Reporting Concerns

An employee of a TATA company shall promptly report to the management any actual or possible violation of the code or an event (s)he become aware of that could affect the business or reputation of employer or any other TATA company.

EXHIBIT D

Secure Borderless Work Space ("SBWS") model

Tata Consultancy Services Limited ("TCS") Secure Borderless Workspace (SBWS) is a model wherein an TCS associate will be working away from the approved TCS facilities (for e.g. Home) with TCS approved devices using a secured access to work environment including Customer network and systems. TCS SBWS model allows TCS employees to work from home to provide Services to the Customer in extreme situations when Services cannot be provided from the approved locations. A set of connectivity options has been defined in TCS SBWS model based on the network connectivity and risk profile, and the most appropriate option that will enable a secured remote work space access which may include Customer/ TCS VPN or alternately VDI connectivity options with data transfer restrictions.