

SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release of All Claims (“Agreement”) is made by and between Mphasis Corp, a Delaware corporation, and/or any of its subsidiaries or corporate affiliates (“Mphasis”) and Rahul Lanjewar (“Plaintiff”) (collectively the “Parties”) with respect to the following facts:

WHEREAS, on or about October 3, 2025, Plaintiff, through counsel, filed a Complaint against Mphasis Corp and Does 1 through 50 in the Superior Court of the State of California, County of Alameda, entitled *Rahul Lanjewar v. Mphasis Corp, et al.*, Case No. 25-CV-147244 (the “Complaint”) alleging: (1) Violation of California Labor Code section 2751(a)-(b); (2) Violation of California Labor Code section 204; (3) Violation of California Labor Code sections 201 and 202; (4) Retaliation in violation of California Labor Code section 98.6; (5) Retaliation in violation of California Labor Code section 1102.5; (6) Breach of Contract; (7) Breach of the Implied Covenant of Good Faith and Fair Dealing; and (8) Unfair Business Practices in violation of Business and Professions Code section 17200. Although Plaintiff did not separately assert a cause of action for civil penalties under the Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”), Plaintiff alleges in his Complaint that he seeks PAGA civil penalties for his first, second, third, fourth, and fifth causes of action. Plaintiff also alleges in his Complaint that he filed a PAGA notice with the California Labor and Workforce Development Agency (“LWDA”) on March 28, 2025, which he has attached as Exhibit A, and in which he seeks PAGA civil penalties for Labor Code sections 2751, 201, 204, 98.6, and 1102.5 (all claims for damages and penalties in Plaintiff’s Complaint and his PAGA notice will be the “Action”);

WHEREAS, the gravamen of Plaintiff’s claims is that Mphasis never gave him a written commission contract, while Mphasis contends there was never an agreement between the Parties regarding commissions and, therefore, there was never an agreement that could be put into writing;

WHEREAS, the Parties agree that dismissal of the PAGA claims is appropriate because the current evidentiary record is insufficient to substantiate the alleged PAGA claims as to Plaintiff or any alleged aggrieved employees, Mphasis further contends that it was unable to identify any aggrieved employees and cured any alleged violation after Plaintiff filed his LWDA notice, and Plaintiff does not admit or concede Mphasis’s contentions but agrees that dismissal of the PAGA claims on the terms set forth herein is appropriate;

WHEREAS, Plaintiff has agreed to dismiss his individual PAGA claims with prejudice as to himself, and without prejudice as to any other aggrieved employees;

WHEREAS, because the Parties agree that justice will be served by the above agreement, no civil penalties will be allocated either to the LWDA or to Plaintiff;

WHEREAS, Mphasis denies all the allegations made by Plaintiff and further denies that it is liable for any of the claims asserted by Plaintiff in the Action;

WHEREAS, it is the mutual desire of the Parties to effect a final resolution and compromise of all matters in controversy or potential controversy between them from the beginning of time until the Effective Date (defined below) of this Agreement;

THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, it is agreed by and between the undersigned as follows:

1. Consideration.

1.1 Settlement Payments. In consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, Mphasis shall pay to Plaintiff Gross Settlement Amount of Two Hundred Fifty-Seven Thousand Five Hundred Dollars and Zero Cents (\$257,500.00), consisting of a settlement sum of Two Hundred Fifty-Five Thousand Dollars and Zero Cents (\$255,000.00) and reimbursement of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for Plaintiff's share of the mediation fee (the "Mediation Fee Reimbursement"). Plaintiff, acting as a private attorney general on behalf of the State of California, has assessed no civil penalties against Mphasis. The Gross Settlement Amount shall accordingly be paid as follows:

(a) Mediation Fees Reimbursement. One check in the amount of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), payable to "Rahul Lanjewar," constituting the Mediation Fee Reimbursement for Plaintiff's share of the mediation fee, for which an IRS Form 1099 will be issued. This amount shall not be subject to withholdings or deductions. Mphasis's receipt of a completed and signed IRS Form W-9 from Plaintiff is required.

(b) Attorney's Fees and Costs. One check in the amount of Seventy-Five Thousand Two Hundred Fifty Dollars and Zero Cents (\$75,250.00), payable to "Valerian Law, P.C.," constituting full payment of all attorney's fees and reasonable costs in connection with the Action. Mphasis's receipt of a completed and signed IRS Form W-9 from Valerian Law, P.C., is required.

(c) Payment of Wage Claims. One check in the gross amount of Thirty-Five Thousand Nine Hundred Fifty Dollars and Zero Cents (\$35,950.00), representing twenty percent (20%) of the Net Settlement Amount (that amount of the Gross Settlement Amount remaining after the deduction of the Mediation Fee Reimbursement and Attorneys' Fees and Costs), less applicable taxes and other authorized or required withholdings or deductions, payable to "Rahul Lanjewar," which shall be characterized as compensation for Plaintiff's claims for wages, including unpaid commissions and lost earnings, for which an IRS Form W-2 will be issued. Mphasis's receipt of a completed and signed 2026 IRS Form W-4 from Plaintiff is required.

(d) Payment of Non-Wage Claims. One check in the gross amount of One Hundred Forty-Three Thousand Eight Hundred Dollars and Zero Cents (\$143,800.00), representing eighty percent (80%) of the Net Settlement Amount, payable to "Rahul Lanjewar," in full and final settlement of Plaintiff's claims for non-wage claims, including interest, penalties, emotional distress, for which an IRS Form 1099 will be issued. This amount shall not be subject to withholdings or deductions. Mphasis's receipt of a completed and signed IRS Form W-9 from Plaintiff is required;

(e) Effective Date. The “Effective Date” shall be the later of: (i) seven (7) days after Plaintiff executes this Agreement; or (ii) the date the Court enters an order approving this settlement and dismissing Plaintiff’s individual PAGA claims with prejudice, and without prejudice as to any other aggrieved employee;

(f) Transmittal of Checks. The four checks will be delivered by overnight mail to Plaintiff’s counsel of record, Valerian Law, P.C., at 1913 Addison Street, #303, Berkeley, CA 94704 within 30 days after the Effective Date.

1.2 Full Consideration; No Other Payments Due. Plaintiff agrees that payment of the Gross Settlement Amount shall constitute an accord and satisfaction and a full and complete settlement and full release of his claims, shall constitute the entire amount of monetary consideration provided to Plaintiff under this Agreement, and that he will not seek any further compensation for any other claimed damages, costs, or attorneys’ fees in connection with the matters encompassed in this Agreement. Furthermore, Plaintiff represents and agrees that he has received full satisfaction for all claims of salary, wages, commissions, bonuses, accrued vacation/paid time off, interest, severance, reimbursable expenses, stock, stock options, vesting, and any and all other benefits and compensation due and owed him from Mphasis. Plaintiff understands and acknowledges that Plaintiff and his attorneys shall not be entitled to any payments or benefits from Mphasis other than those expressly set forth in Section 1 of this Agreement. Notwithstanding, each Party shall bear its own costs, expenses, and attorneys’ fees in connection with the negotiation, preparation, execution, and delivery of this Agreement, and completion of this settlement.

2. Tax Indemnity.

2.1 Mphasis will report the Settlement Payment to the IRS as required by law. Plaintiff hereby agrees that Plaintiff is solely responsible for certain tax obligations that may arise because of this settlement. If it is ever claimed or determined by any governmental authority that any portion of the foregoing payments constitute or represent taxable earnings and/or that Mphasis should have withheld, deducted, made contribution towards, and/or paid any taxes to any federal, state, or local governmental body as a result thereof, Plaintiff warrants and agrees to pay, indemnify, defend, secure, and hold Mphasis Released Parties (as defined below) harmless from costs, attorney’s fees, assessments, penalties, damages, or interest arising from any tax obligations attributable to the Plaintiff to which Mphasis Released Parties are or may be subject to by reason of the characterization of such, or any portion thereof, as nontaxable.

2.2 Plaintiff will not be held responsible, and shall have no indemnity obligation for any taxes, penalties, interest, payroll taxes, reporting failures, withholding decisions, or other amount attributable to Mphasis Released Parties, including Mphasis Released Parties’ payroll tax obligation, *i.e.*, not the result of, arising from, or related to, anything listed in Section 2.1. Plaintiff is encouraged to consult with tax attorneys with regard to any questions he has concerning this Section 2.

3. Release of Claims.

3.1 Definition of Released Parties. For purposes of this Agreement, “Mphasis Released Parties” means Mphasis and its parent and subsidiary corporations, divisions and affiliated corporations, partnerships¹ or other affiliated entities, past and present, as well as their past and present employees, officers, directors, agents, contractors, successors, insurers, plan administrators, attorneys, and assigns, in their individual, corporate, and official capacities, and Does 1 through 50 named in the Action. “Plaintiff Released Parties” means Plaintiff and his personal representatives, agents, heirs, and assigns.

3.2 General Release. Plaintiff, on behalf of himself and his personal representatives, agents, heirs, and assigns, hereby generally releases and agrees not to sue Mphasis Released Parties, for any and all claims, known and unknown, related in any way to the transactions or occurrences between them through the execution of this Agreement, to the fullest extent permitted by law, including, but not limited to, Plaintiff’s employment with Mphasis and the circumstances resulting in the conclusion thereof (“Claims”). Mphasis Released Parties generally release and agree not to sue Plaintiff Released Parties for such Claims. This release is intended to have the broadest possible application and includes, but is not limited to, negligence, any other tort, contract, common law, constitutional or other statutory claims, including, but not limited to, alleged violations of the California Labor Code (including, but not limited to, sections 98.6, 201, 202, 203, 204, 204.1, 206, 218, 218.5, 226, 227.3, 970, 1102.5, 2751, 2802 and 2698, *et seq.*), the California Business and Professions Code section 17200 *et seq.*, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act, the Equal Pay Act, the Age Discrimination in Employment Act of 1967, as amended, the federal Family and Medical Leave Act, all wage and commission claims, wrongful termination claims, discrimination claims, harassment claims, retaliation claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, and all claims for attorney’s fees, costs and expenses. However, this general release is not intended to bar, waive, release, limit, or interfere with (i) any claims that, by statute, may not be waived as a matter of law; (ii) Plaintiff’s exercise of any rights reserved in Section 9 of this Agreement; (iii) any claims that may arise after Plaintiff signs this Agreement; or (iv) any claims challenging Mphasis Released Parties’ failure to comply with its promises under this Agreement. Plaintiff and Mphasis expressly acknowledge and agree that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

¹ For the avoidance of doubt, ‘partnerships’ means legal entities affiliated with Mphasis and does not include unrelated customers, vendors, product partners, or commercial alliance partners.

In connection with such waiver and relinquishment, Plaintiff and Mphasis hereby acknowledge that they may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but that expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist at the time of execution of this Agreement, including, but not limited to, those asserted in the Action, except for claims expressly excluded from the release in this Section 3.2.

3.3 Release of Rights and Claims Under the ADEA. The following provisions apply notwithstanding anything to the contrary otherwise provided in this Agreement:

(a) In consideration of the payment provided in the Agreement, Plaintiff specifically waives all existing rights and claims he may have against the Mphasis Released Parties under the Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.* This waiver does not extend to rights or claims that may arise after the date this Agreement is executed.

(b) Plaintiff acknowledges that the payment provided in this Agreement constitutes independent consideration for this waiver and is in addition to any other payment to which he is entitled;

(c) Plaintiff acknowledges that he has been advised that he has a right to and should consult with an attorney of his own choosing before executing this Agreement; and Plaintiff represents he has done so and, throughout the time he filed the above-referenced action against Mphasis, he has been represented by Valerian Law, P.C., who took part in the drafting of this Agreement;

(d) Plaintiff acknowledges that this Agreement is written in a manner designed to be understood by Plaintiff and that he has read it carefully and understands its terms, and that he has had the opportunity to review it with counsel of his choosing;

(e) Plaintiff acknowledges that he has had at least twenty-one (21) days within which to consider this Agreement before executing it;

(f) Plaintiff has the right to revoke this agreement within seven (7) days following his execution of this Agreement, and that this Agreement shall not become effective until the expiration of that seven-day period; and to revoke this agreement, a written notice of revocation by Plaintiff must be delivered to Richard H. Rahm of Ogletree Deakins at One Embarcadero Center, Suite 900, San Francisco, California, 94111, within the seven-day period stated.

3.4 Dismissal of PAGA Claims. With the Court's permission, Plaintiff, on behalf of the State of California, shall seek dismissal of his individual PAGA claims for civil penalties with prejudice, and the civil penalties claims of any other aggrieved employees, without prejudice. Plaintiff further promises not to bring any PAGA action against Mphasis based on the claims and facts alleged in the Action arising on or before the Effective Date, except to the extent such a promise would limit rights that cannot lawfully be waived or rights reserved under Section 9. The Parties shall cooperate in good faith by executing a joint stipulation to obtain any Court approval required to resolve and dismiss the representative claims alleged on behalf of the LWDA

under PAGA, and Plaintiff shall provide notice of the proposed PAGA resolution to the LWDA as required by Labor Code section 2699. The Court shall retain jurisdiction pursuant to California Code of Civil Procedure section 664.6 to enforce the terms of this Agreement.

3.5 The Parties agree that this dismissal is appropriate because, based on the information presently available, insufficient evidence exists to substantiate the alleged PAGA claims as to Plaintiff or any alleged aggrieved employees. Mphasis further contends that it was unable to identify any aggrieved employees and that it cured any alleged violation after Plaintiff filed his LWDA notice. Plaintiff does not admit or concede the factual or legal accuracy of Mphasis's contentions, but agrees that the current evidentiary record and the Parties' settlement support dismissal of the PAGA claims on these terms.

3.6 Dismissal of Non-PAGA Claims. With the Court's permission, within ten (10) business days after Mphasis makes the payments described in Section 1.1, Plaintiff shall file a request for dismissal with prejudice of Plaintiff's non-PAGA claims in the Action.

3.7 Acknowledgments/Time to Consider. Plaintiff acknowledges and agrees that (a) Plaintiff has read and understands the terms of this Agreement; (b) Plaintiff has been advised in writing to consult with his attorneys before executing this Agreement; and (c) Plaintiff has obtained and considered such legal counsel as Plaintiff deems necessary.

3.8 Plaintiff to Move the Court for Approval. Upon the execution of this Agreement, Plaintiff will timely draft and move for the Court to issue an order approving this Agreement, including the dismissal of both the PAGA and non-PAGA claims, pursuant to the terms of this Agreement.

4. Representation Concerning Filing of Legal Actions. Plaintiff represents and warrants that Plaintiff does not presently have on file, and further represents that Plaintiff will not hereafter file, any claims, grievances, actions, appeals or complaints against Mphasis Released Parties in or with any state or federal court, board or before any other tribunal or panel of arbitrators, public or private, based upon any actions occurring prior to the date of this Agreement, including but not limited to any claims arising out of the cessation of Plaintiff's employment with Mphasis and workers' compensation claims, unless otherwise permitted by law. If such an action or charge has been filed by Plaintiff, or on Plaintiff's behalf, Plaintiff agrees to use Plaintiff's best efforts to cause it immediately to be withdrawn and dismissed with prejudice, but nothing in this Section shall limit Plaintiff's rights under Section 9 or any rights that cannot lawfully be waived. The Parties agree that this Agreement may be enforced pursuant to California Code of Civil Procedure Section 664.6. This Settlement Agreement reflects the final agreement between the Parties and each of them, pursuant to California Evidence Code Section 1123. This Agreement is admissible and subject to disclosure, despite the otherwise enforceable requirements of confidentiality, solely for the purpose of establishing in court or before an arbitrator that an agreement has been reached by the Parties for purposes of enforcing and interpreting said Agreement.

5. Ownership of Claims. Plaintiff represents and warrants that Plaintiff is the sole and lawful owner of all rights, title and interest in and to all released matters, claims and demands referred to herein. Plaintiff further represents and warrants that there has been no assignment or

other transfer of any interest in any such matters, claims or demands which Plaintiff may have against Mphasis Released Parties. Mphasis represents and warrants that Mphasis is the sole and lawful owner of all rights, title and interest in and to all released matters, claims and demands referred to herein. Mphasis further represents and warrants that there has been no assignment or other transfer of any interest in any such matters, claims or demands which Mphasis may have against Plaintiff Released Parties.

6. Neutral Employment Verification. Plaintiff shall direct any requests for employment verification or reference to Mphasis's Human Resources Department. Mphasis will disclose only the dates of employment, and the title of the last position held but will not communicate any other information about Plaintiff's employment or separation from Mphasis. Plaintiff agrees and understands that no manager or employee of Mphasis is authorized to provide verification of employment or references.

7. No Defamation and Disparagement.

7.1 Plaintiff agrees that Plaintiff will not, directly or indirectly, make any voluntary statements, written, oral, or electronic (including, but not limited to, any social media forum whether expressly or anonymously), or cause or encourage others to make any such statements that defame Mphasis Released Parties at any time, now or in the future (see Cal. Civ. Code §§ 44-46). Plaintiff further promises not to do or say anything, verbally or in writing, directly or indirectly, that disparages, reflects negatively on, or otherwise detrimentally affects any Mphasis Released Party, including, but not limited to, social media postings and statements to the press or other media or any employee, agent, customer, client, supplier, affiliate, person, business, or the public generally. However, nothing in this Section shall limit Plaintiff's rights under Section 9 and be construed to prevent or prohibit Plaintiff from providing truthful information in response to any court order, discovery request, subpoena, or other similar request or prevent Plaintiff from making any disclosure that may not be prohibited as a matter of law.

7.2 Mphasis agrees (a) to instruct Ashok Subbarama, Suresh Subbiah, Mamta Malhotra and Kishore GR not to make, cause or encourage others to make and (b) not to authorize or direct any other Mphasis Released Parties to make, cause or encourage others to make, any voluntary statements, written, oral, or electronic (including, but not limited to, any social media forum whether expressly or anonymously), that are false, disparaging, or made with reckless disregard for the truth in a manner reasonably calculated to harm Plaintiff Released Parties' reputation, goodwill, employment prospects, business relationships, or income at any time, now or in the future (see Cal. Civ. Code §§ 44-46).

8. Limitation on Public Statements About Settlement.

8.1 Prior to the Court's approval of the Settlement, Plaintiff and his counsel agree not to publicize the fact, amount, or terms of the Settlement in any way, including through social media, press releases, initiating contact with the press, responding to any press inquiries, or communicating with the press, except to refer reporters to the papers filed with the Court.

8.2 In the event that Plaintiff believes that Plaintiff is legally obligated by statutory or regulatory requirements (including compulsory legal process) to make such

disclosures, Plaintiff will contact Richard H. Rahm at richard.rahm@ogletree.com or in writing at One Embarcadero Center, Suite 900, San Francisco, CA 94111, within five (5) business days of receiving notice that Plaintiff is so obligated, to the extent legally permitted, except that no advance notice is required for any communication, testimony, disclosure, or participation protected by Section 9 of this Agreement or by law.

9. Reserved Rights.

9.1 Notwithstanding any provision in this Agreement, the Parties agree that nothing in this Agreement shall be construed to interfere with Plaintiff's right to file a charge, complaint, report, or other communication, cooperate or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"), the California Civil Rights Department, the National Labor Relations Board, the Department of Labor (including the Occupational Safety and Health Administration), the Securities and Exchange Commission, and/or any other federal, state, or local regulatory or law enforcement agency ("Government Agencies"). However, the consideration provided to Plaintiff in this Agreement shall be the sole relief provided to Plaintiff for the claims that are released by Plaintiff herein and Plaintiff will not be entitled to recover and agrees to waive, to the extent permitted by law, any monetary benefits or recovery against Mphasis in connection with any such claim, charge or proceeding without regard to who has brought such complaint, claim, or charge, except that nothing in this Agreement shall be interpreted to prohibit or prevent Plaintiff from recovering an award for information provided to any Government Agencies.

9.2 Moreover, the Parties agree that nothing in this Agreement shall restrict or impede Plaintiff from: (i) exercising, in any way, Plaintiff's rights under Section 7 of the National Labor Relations Act, including the ability to speak with former coworkers regarding terms and conditions of employment, to file with the National Labor Relations Board ("NLRB") an unfair labor practice charge, to assist a former coworker with the filing of a charge, to provide information to the NLRB, to assist with the NLRB's investigation or litigation of a charge, or to speak with others regarding workplace issues; (ii) testifying truthfully in any legal proceeding, including, but not limited to, responding accurately to any inquiries or request for information made by the EEOC or any federal, state, or other regulatory authority or governmental agency; (iii) disclosing factual information related to an administrative claim or civil action concerning sexual assault, sexual harassment, workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination; (iv) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful; or (v) testifying before an administrative, legislative, or judicial proceeding pursuant to a court order, subpoena, or written request from an administrative agency concerning alleged criminal conduct or alleged sexual harassment on the part of any Party to this Agreement, or their agents or employees. Plaintiff is not required to contact Mphasis regarding any such communications within this Section before Plaintiff engages in such communications.

9.3 Finally, this release does not release claims for unemployment insurance benefits, Plaintiff's right to elect COBRA, short-term or long-term disability benefits or any vested equity. Mphasis reserves the right to make factually accurate statements in connection with any application by Plaintiff for unemployment insurance benefits, limited to dates of employment,

position held, compensation, and separation date, unless additional information is required by law, but Mphasis will not otherwise oppose such an application.

10. No Admissions. By entering into this Agreement, Mphasis Released Parties make no admission that they have engaged, or are now engaging, in any unlawful conduct. The Parties understand and acknowledge that this Agreement is not an admission of liability and shall not be used or construed as such in any legal or administrative proceeding.

11. Full Defense and Attorney's Fees. This Agreement may be pled as a full and complete defense to and may be used as a basis for an injunction against any action or suit instituted or attempted by Plaintiff in breach hereof. In the event that any Party to this Agreement asserts a claim for breach of this Agreement, seeks to enforce its terms, or asserts the existence of this Agreement as an affirmative defense, the prevailing Party in any such proceeding shall be entitled to recover costs and reasonable attorney's fees, to the fullest extent permitted by law, provided that, where the alleged breach is capable of cure, the asserting Party first gives written notice and a reasonable opportunity to cure.

12. Severability. In the event any part or provision of this Agreement is declared or determined by a court or other tribunal of appropriate jurisdiction to be unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

13. Applicable Law. This Agreement, in all respects, shall be interpreted, enforced, and governed by and under the laws of the State of California, without regard to conflict of law principles. The Parties agree that jurisdiction and venue shall lie exclusively within the State of California for any action involving the validity, interpretation, or enforcement of this Agreement, for any claim for breach of this Agreement, for damages, and for other relief sought under this Agreement.

14. Entire Agreement; Modification. This Agreement is intended to be a single, integrated, written contract that expresses the entire agreement between the Parties and supersedes and cancels any and all prior agreements, whether written or oral, between the Parties regarding the subject matter herein. The Parties further understand and agree that this Agreement may be amended only by a written instrument executed by the Parties hereto. The Parties further understand and agree that this Agreement constitutes a negotiated settlement agreement pursuant to California Government Code Section 12964.5.

15. Headings. The headings herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.

16. Successors and Assigns. This Agreement shall be binding upon the Parties and their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of said Parties and to their heirs, administrators, representatives, executors, successors, and assigns. Plaintiff warrants that he has not transferred to any person or entity any rights or claims released in this Agreement.

17. Tax Compliance. Notwithstanding any other provision herein: the Parties hereto intend that payments and benefits under this Agreement be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder (collectively, “Section 409A”); specifically, the Parties intend for the Settlement Payment to be exempt from Section 409A as a “short-term deferral.” Accordingly, and to the maximum extent permitted, this Agreement shall be interpreted to be exempt therefrom, and Mphasis and Plaintiff may mutually adopt such amendments to the Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that Mphasis determines are necessary or appropriate to make any payment hereunder exempt from or compliant with Section 409A; provided that, in no event whatsoever shall Mphasis be liable for any additional tax, interest or penalty that may be imposed on Plaintiff by Section 409A or damages attributable to Plaintiff for failing to comply with Section 409A (provided, however, that Plaintiff will not be responsible for any tax, interest, penalty, or damages found to be attributable to Mphasis Released Parties); whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of Mphasis; and Plaintiff shall have no right to determine, directly or indirectly, the year of any payment subject to Section 409A. The Settlement Payment herein is paid on account of Plaintiff’s “separation from service” under Section 409A.

18. Medicare Affirmation. Plaintiff affirms, covenants, and warrants that Plaintiff is not a Medicare beneficiary and is not currently receiving, has not received in the past, will not have received at the time of payment pursuant to this Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability or Medicare benefits. Plaintiff agrees and affirms that, to the best of Plaintiff’s knowledge, no liens of any governmental entities, including those for Medicare conditional payments, exist. Plaintiff will indemnify, defend, and hold the Mphasis Released Parties harmless from Medicare claims, liens, damages, conditional payments, and rights to payment, if any, including attorney’s fees only to the extent arising from Plaintiff’s knowingly inaccurate representation in this Section 18, and Plaintiff further agrees to waive any and all future private causes of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A) *et seq.*

19. Counterparts/Signatures. This Agreement may be executed in separate counterparts, and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document. A signature made on a facsimile copy of this Agreement or a signature to this Agreement transmitted by facsimile, scanned, PDF, or digital signatures shall have the same effect as an original signature.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

PLAINTIFF HAS SEVEN DAYS TO REVOKE THIS AGREEMENT AFTER SIGNING IT.

DATED: 09 / 18 / 2026

Rahul Lanjewar
Rahul Lanjewar

DATED: 25 September 2026 | 9:36:34 AM EDT

Signed by:
Eric Winston
3810F31B0FA54E1...
MPHASIS CORP.

By: Eric Winston

Title: EVP & General Counsel