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Ms. Maureen Anne Erasmus
1, Grenville Close,
Cobham,
KT11 2JL, UK

Sub: Re-appointment as an Independent Director of the Company for a period of 5 (Five) years from 20 December 2026 to 19 December 2031

Dear Ms. Erasmus,

We are pleased to inform you that, upon the recommendation of the Nomination and Remuneration Committee and the Board of Directors of Mphasis Limited ("Mphasis" or "the Company") and approval of the members of the Company at the Thirty Fifth Annual General Meeting held on 23 July 2026, you are being re-appointed as an Independent Director for a second and final term of 5 (five) consecutive years effective 20 December 2026 till 19 December 2031.

Kindly note the following in connection with your appointment:

(1) Term of appointment

(a) Subject to the provisions hereinafter contained and the provisions of the Memorandum and Articles of Association of the Company, your current term of office is for a consecutive period of 5 (five) years from 20 December 2026 till 19 December 2031. Thereafter, you shall cease to be a director of the Company unless appointed as a Non-Executive Director.

(b) You shall always be compliant with the applicable provisions of the Act and the Listing Regulations in relation to the criteria of Independence.

(c) Your re-appointment is subject to maximum permissible directorships that a person can hold as per the provisions of the Act and the Listing Regulations.

(d) Your re-appointment commences upon completion of the current tenure of the appointment, which is till 19 December 2026.

(2) Board Committees

You are required to continue to serve on the Committees of the Board, of which you are and/or will be appointed as a member/Chairperson. The details of the Board Committees and their relevant Charters are contained in the "Board and Committee Charters" enclosed with the letter.

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(3) **Commitment, duties and responsibilities**

As an Independent Director, you are expected to bring independence of view to the Board's discussions and to help the Board with effective overview of Company's strategy, performance, social commitments and risk management and ensure high standards of financial integrity and governance.

The Board meets at least four times a year. In addition, there are Board Committee meetings which are convened based on the business to be transacted. You will be expected to attend the meetings of the Board, Board Committees to which you are appointed as a member/Chairperson and General Body and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

Your role will be that of an Independent Director in terms of the provisions of the Act and the Listing Regulations. There are certain fiduciary duties prescribed for the directors and you shall be subject to the same. In terms of Section 166 of the Act, as a director of the Company you have the following fiduciary duties:

a. Act in accordance with the Articles of the Company.
b. Act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interests of the Company, its employees, the shareholders, the community and for the protection of the environment.
c. Exercise duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
d. Not to be involved in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
e. Not to achieve or attempt to achieve any undue gain or advantage either for yourself or for your relatives, partners, or associates and if found guilty of making any undue gain, shall be liable to pay an amount equal to that gain to the Company.
f. Not to assign your office of the directors and any assignment so made shall be void.

The penalty for contravention of the fiduciary duties shall be as provided in Section 166 of the Act.

In addition to the above, you shall be responsible for complying with the requirements under Schedule IV to the Act.

(4) **Time Commitment**

The meetings of the Board are ordinarily held every quarter or at such other intervals as may be decided by the Board, based on the business to be transacted. In addition, the meetings of the Committee, of which you may be appointed as a member would be held based on the business to be transacted. It is estimated that you may be required to dedicate atleast 15 days in a financial year for these meetings.

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(5) **Insurance Cover**

The Company has a Directors' and Officers' Liability Insurance Policy (D & O Policy) which covers the present and future members of the Board of Directors against wrongful acts alleged against them/Company. The total liability covered under the D & O Policy is US$ 45 million (US Dollars Forty-Five million only) or such other amount as may otherwise be secured by the Company in accordance with the approval of the Board from time to time.

(6) **Conflict of Interest**

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment, at the beginning of every financial year, at any time thereafter when you become interested and at such intervals as may be provided by the law.

(7) **Remuneration**

As per the remuneration policy, the Company pays remuneration to the non-executive Directors as per the following matrix and no sitting fees are paid to the directors. The remuneration is paid on a quarterly basis and will be remitted in US$ or such other permitted host country currency requested by the director:

Particulars	Factor	Max Remuneration (₹ Lacs)
Fixed Remuneration	Flat Fee p.a.	60.00
Variable Remuneration determined based on the following:		
– Board Chairmanship	Flat Fee p.a.	10.00
– Board Meeting Attendance	Per Meeting	0.75
– General Body Meeting Attendance	Per Meeting	0.50
– Audit Chairmanship	Flat Fee p.a.	5.00
– Audit Membership	Per Meeting	0.40
– Nomination and Remuneration Committee Chairmanship	Flat Fee p.a.	1.00
– Nomination and Remuneration Committee Membership attendance	Per Meeting	0.25

Note: The portions of the remuneration denominated as "Per Meeting" are applicable in respect of the meetings actually held and participated in person/virtually by the Independent Director and Non-Executive Director which is statutorily counted for the purpose of quorum.

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(8) **Cessation and Termination**

a) You may resign from your position at any time, and should you wish to do so, you are requested to serve a reasonable written notice to the Board of Directors stating the reasons for resignation in compliance with the provisions of the Act and the Listing Regulations.

b) If at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged under the provisions of the Act or Listing Regulations, you agree to promptly submit your resignation to the Company with effect from the date of such change.

c) The Company may also terminate your directorship in accordance with the provisions of the Act or the Listing Regulations.

(9) **Independent Directors' Meeting**

Separate meeting of Independent Directors will be held at least once every financial year without the attendance of the non-independent directors and the members of the management. The Board of Directors of the Company expects all the Independent Directors to strive to be present at this meeting.

(10) **Confidentiality**

All information acquired during your appointment and during your tenure as a director of the Company is confidential to the Company and should not be made public, either during your tenure or following resignation or cessation or termination (by whatever means) to third parties without prior clearance from the Chairperson of the Nomination and Remuneration Committee, unless required by law or by the rules of any stock exchange or other regulatory body. On reasonable request, you shall surrender any document and other materials made available to you by the Company. Your attention is also drawn to the requirements under the applicable regulations and the Mphasis Code for Prevention of Insider Trading regarding the disclosure of price sensitive information and dealing in the securities of the Company. You should avoid making any statements or carrying out any transactions that might result in a breach of the Mphasis Code for Prevention of Insider Trading.

(11) **Governing Law**

This agreement is governed in accordance with the Laws of India and your engagement shall be subject to the jurisdiction of the Courts in Bengaluru.

We would like to draw your attention to the Code of Conduct for the Directors which is required to be followed by all the directors of the Company. A copy of the Code of Conduct is enclosed herewith.

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We request you to kindly confirm your acceptance of the re-appointment by signing this appointment letter.

Please note that as required under the provisions of the Act and the Listing Regulations, this letter may be hosted on the website of the Company at www.mphasis.com and shall also be filed with the stock exchanges as per the requirements of the law. By confirming the acceptance of the letter, you agree to make the letter public as per the provisions of the law.

Thanking You,

Yours faithfully
For **Mphasis Limited**

Mphasis Limited BANGALORE

Girish Paranjpe
Chairperson

ACKNOWLEDGED

Maureen Anne Erasmus
DIN: 02172725

Encl:
1. Board and Committee Charters
2. Code of Conduct for Directors

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