

## **Employment Agreement – Cognizant Technology Solutions India Private Limited**

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

Cognizant Technology Solutions India Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 5/535, Okkiam Thoraipakkam, Old Mahabalipuram Road, Chennai - 600096, Tamil Nadu, India; (hereinafter referred to as "Company" or "Cognizant" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

AND

EMPLOYEE NAME, Age, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

The Company and you are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITAL:

WHEREAS, you desire to be employed by the Company and the Company has made an employment offer ("Employment Offer Letter") to you and in pursuance thereof desires to employ you on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto mutually agree to the below mentioned terms and conditions governing your employment with Cognizant:

### **1. Duties and Responsibilities**

- a) You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b) Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c) You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### **2. Place of Employment**

You will be employed at any one of Cognizant's offices as per business requirement. The Company reserves the right to transfer you on a temporary or permanent basis to the other office locations, functions or departments within the Company and/or other affiliated entities and assign such other duties as may be deemed fit in the interest of the Company. The Company also reserves the right to require you to work remotely from time to time as per business needs or government mandate.

### **3. No Alternate Employment, No Conflict, Etc.**

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or adverse to the best interests of the Company, as determined

by the Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a) During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b) Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c) You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d) You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e) You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f) You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g) The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below ,

- a) you hereby provide your consent to Cognizant, its affiliates and their clients for the holding and processing of your personal data for all purposes of the administration and management of your employment and/or the Company's business,
- b) you hereby provide your consent to your personal data including any sensitive personal data or information being collected and the same being transferred, stored and/or processed by Cognizant in India and any other countries where Cognizant, its affiliates and their clients have offices,
- c) you agree that Cognizant and its affiliates may make such data available to its advisors, service providers, other agencies such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and regulatory authorities,
- d) you have the right to amend, modify or alter your personal information. The Company will exercise all reasonable diligence for safeguarding your personal information, as has been disclosed by you. It is clarified that the obligation will not be applicable in case of legally required disclosures, and
- e) you acknowledge and agree that Company may, in the course of its business, be required to disclose personal data relating to you, after the end of your employment to any group/statutory bodies/authorities as required under applicable law/requirements.

## **6. Work Schedule**

- a) The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b) The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c) The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per any Company policy and which will be notified to you in advance.
- d) Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

Your employment with Cognizant is conditional and subject to satisfactory background and reference check in line with the Company's policy. An independent agency may conduct internal and external background checks, for which you provide your consent. The Company's offer of employment and/or continued employment is subject to satisfactory background verification report.

The Company shall be entitled to withdraw its employment offer if the background verification checks reveal unfavorable results at any time. Similarly, in case if your background verification report is found to be unfavorable or unsuccessful after you joining the Company, then the Company reserves the right to terminate your employment immediately.

## **8. Compliance with Company Policies**

As a condition of employment with the Company and as part of your joining formalities, you are required to comply or execute the following Company agreement and attest your understanding and adherence to following Company policies:

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

Additionally, you will also be governed by other applicable Company rules, processes, procedures and policies as may be drafted, enforced, amended and/or altered from time to time and which are not specifically mentioned in this Agreement. The applicable rules/ processes/procedures/ policies are available on the Company's intranet and you are expected to go through the same carefully as a condition of your employment. For any clarification in relation to applicable policies, guidelines, processes, please reach out to your HR Talent Manager. It is your responsibility to keep yourself informed of any and all changes made by the Company to such policies from time to time. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures or policies of the Company, the Company reserves the right to take disciplinary action against you, including termination your employment without notice period.

## **9. Non-Compete and Non-Solicit Restrictions**

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;

b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all direct or indirect losses or damages, injury or liability for a claim of damage, loss or injury to person or property, suffered or sustained by Company and its affiliates which is attributable to you, resulting from any of your act or omission irrespective of whether it constitutes a breach of the terms of your employment or negligent performance of your duties as expected from you while in employment of the Company.

## **12. Business Engagement, Learning and Development and Project Deployment**

In order to ensure that you are fully equipped to adapt to the demanding needs of our clients, the Company has several policies and processes relating to deployment of employees to projects, Career Architecture program, performance evaluation, learning and development/trainings and avenues of up-skilling. As a condition of your employment with the Company, you are responsible for upskilling yourself to make yourself eligible for appropriate business/client projects, thereby promoting the spirit of meritocracy and career development with the goal of providing world-class services to our clients. Therefore, you shall adhere to and meet the obligations under all such policies and processes, including the Associate Deployment Pool Policy and those that may be changed by the Company from time to time.

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## **14. Retirement**

You will automatically retire from employment with the Company on the last day of the month in which you attain the age of fifty-eight (58) years. It is hereby clarified that the Company reserves its right to change the retirement age at its sole discretion.

## **15. Termination of Employment**

- a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period.

You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

- b. Notwithstanding the aforesaid or anything else to the contrary, the Company may, at its sole discretion, suspend, lay off, dismiss, discharge and/or terminate your employment with immediate effect by a notice in writing (without any notice period or salary in lieu of any notice period) in the event of your:

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude
- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

## **16. Deputation, Assignment and Transfer**

The Company may second, depute or assign you to work with any of its affiliates or transfer your services to any group company worldwide. On any such secondment, deputation, assignment or transfer of your employment, the Company and/or affiliate may require you to sign the applicable Overseas Deputation / International Employment Agreement(s) of the specific country, based on the policies of the Company.

## **17. Survival**

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

## **18. Dispute Resolution and Governing law**

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

## **19. General**



This Agreement and your employment is personal to you and you cannot assign, subcontract or transfer your rights or obligations hereunder to any other person or entity. No delay or failure by Company to exercise any of its powers, rights or remedies under this Agreement or otherwise will operate as a waiver of such powers, rights or remedies. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other remaining provisions of the Agreement shall not be affected. You shall not make any announcement concerning Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**Cognizant Technology Solutions India Private Limited**

**[Name of Employee]**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name:

Name: