

Attachment 7-A_1

Non Disclosure Agreement

I, _____ (First Name, Middle Initial, Last Name), am aware that American Express (Travel Related Services Company, Inc. (“Amexco”) and Cognizant Technology Solutions U.S. Corporation and/or its affiliates (“Supplier”) have entered into a Master Services Agreement for application development, maintenance, and related services (“Agreement”) and I fully understand that it imposes certain obligations on Supplier, some of which are specifically set forth below under the titles “Agreement Excerpts”. I understand that the definitions of certain terms which were defined in the Agreement have not been provided in these excerpts. In the event of any uncertainty regarding the meanings of those terms or any other terms in these excerpts, I will seek clarification from Supplier. I further understand that as part of its obligations under the Agreement, Supplier is required to bind certain individuals, including myself, to confidentiality obligations which are substantially similar to those set forth below.

In consideration of my future assignment and/ or responsibilities in connection with Supplier’s performance under the Agreement, I hereby acknowledge, represent and confirm to Supplier and Amexco as follows:

- (a) I have read the provisions of this Non-Disclosure Agreement and understand each of them, agree to them and know of no agreements, obligations or restrictions which prevent or prohibit me from complying with them;
- (b) I shall receive and maintain all Amexco information, perform services, and conduct myself, in all respects during the term of my assignment under the Agreement and any Schedules and for the requisite periods thereafter, in a manner consistent with these obligations;
- (c) I understand that the “Agreement Excerpts” below are Confidential Information; and
- (d) I agree not to, directly or indirectly, engage in or assist others to engage in, any activity or conduct which violates the provisions of this Non-Disclosure Agreement.

Agreement Excerpts¹

‘Amexco Data’ means any data or information of Amexco or their [a]ffiliates that is provided to Supplier by or on behalf of Amexco or their [a]ffiliates in connection with the negotiation and execution of this Agreement, or is provided to or accessed by Supplier by or on behalf of Amexco or their [a]ffiliates or obtained by Supplier in the performance of its obligations under this Agreement, including data and information with respect to the businesses, customers, operations, employees, Amexco [f]acilities, Systems, products, rates, regulatory compliance, competitors, consumer markets, assets, expenditures, mergers, acquisitions, divestitures, billings, collections, revenues, and finances of Amexco or their [a]ffiliates. Amexco Data includes any [m]odified Amexco Data and any data or information created, generated, accessed, collected, or processed by Supplier in the performance of its obligations under this Agreement, including [s]ervice [l]evel measurements, asset information, reports, service and product agreements with Persons, contract charges, and retained and [p]ass-[t]hru [c]harges but does not include any Confidential Information of Supplier.

‘Amexco Service Recipients’ means Amexco, Amexco [a]ffiliates and Amexco [d]esignated [p]arties.

‘Confidential Information’ means (a) all information of the [d]isclosing [p]arty (in whatever form, tangible or intangible) which is marked confidential, restricted, or proprietary, and (b) any other information that is treated as confidential by the [d]isclosing [p]arty and a reasonable Person would consider to be confidential whether or not marked confidential, including trade secrets. Confidential Information shall not include information that (i) at the time of disclosure to the [r]eceiving [p]arty was known to the public or subsequently becomes known to the public through no breach of this Agreement; (ii) the [r]eceiving [p]arty had in its possession at the time of disclosure by the [d]isclosing [p]arty, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from [d]isclosing [p]arty or with knowledge of confidentiality restrictions; (iii) the [r]eceiving [p]arty subsequently acquires by lawful means from a third party who is under no obligation of confidentiality to the [d]isclosing [p]arty; or (iv) the [r]eceiving [p]arty subsequently develops without any use of or reference to the Confidential Information, as established by written documentation produced contemporaneously with the development of the information. Notwithstanding anything to the contrary in this Agreement (including (i)- (iv) above), in the case of Amexco Service Recipients, Confidential Information shall include [d]eveloped [m]aterials, Amexco Data, Amexco

¹ For legibility purposes, the terms “Customer” and “Customer Service Recipient(s)” have been replaced with the term “Amexco” in these excerpts.

[p]olicies, [p]ersonal [i]nformation of Amexco [s]ervice [r]ecipients' customers, and all information relating to Amexco [f]acilities, development plans, test data, specifications, finances, marketing plans, equipment configurations, data access, security codes or procedures utilized or acquired, used by or provided to Amexco Service Recipient pursuant to the terms and conditions of this Agreement.

'Key Role' means any of the following roles being performed by Supplier Personnel under a [s]tatement of [w]ork: a [b]usiness [s]ystems [a]nalyt, [d]atabase [a]dministrator, [i]nternet [s]ecurity [s]pecialist, [n]etwork [a]dministrator, [n]etwork [a]rchitect, [s]ystem [a]rchitect, [t]echnical [l]ead, [a]pplication [a]rchitect, [p]roject [m]anager, [p]ortfolio [a]rchitect, [p]rogram [d]irector, [e]nterprise [a]rchitect, [p]rogram [c]ontroller, or [s]enior [p]rocess [l]eader.

'Person' means any individual, [e]ntity, government, state, or agency of a state or any of the foregoing.

'Systems' means [e]quipment, [s]oftware, infrastructure, networks, facilities, data and databases.

'Confidentiality Obligations' The [r]eceiving [p]arty shall not disclose, provide, or otherwise make available any Confidential Information of the [d]isclosing [p]arty except as expressly permitted under this Agreement or as expressly authorized by the [d]isclosing [p]arty in writing prior to such disclosure. The [r]eceiving [p]arty shall (a) not use the Confidential Information for any purpose other than as permitted under this Agreement, (b) not copy any part of the Confidential Information except as required to perform its obligations under this Agreement or disclose any part of the Confidential Information to any Person other than its employees, contractors, advisors, or [s]ubcontractors who need the information to perform their duties hereunder or except as permitted under this Agreement, (c) take reasonable steps to assure that no such employees, contractors, advisors, or [s]ubcontractors use or disclose any part of the Confidential Information in violation of this Agreement and bind them to substantially similar confidentiality obligations if not already bound to do so.

'Non- Compete' To further ensure the protection of Amexco's interests in this regard, Supplier shall not, directly or indirectly, assign, utilize, or otherwise permit any Key Account Personnel (as defined in the Agreement), any Supplier Personnel performing a Key Role or any other Supplier [p]ersonnel identified by Amexco (where such other Supplier Personnel are mutually agreed with Supplier during meetings of the [e]xecutive [c]ouncil ("Restricted Personnel") to perform services that are similar in form, substance, purpose or intent as [s]ervices provided pursuant to a [s]tatement of [w]ork related to a Strategic Project being performed by Restricted Personnel (as defined in the Agreement) for any Amexco Competitor (as defined in the Agreement) while such Restricted Personnel perform [s]ervices pursuant to a Statement of Work related to a Strategic Project and for a period of six (6) months thereafter. In addition, while Supplier [p]ersonnel are assigned to perform [s]ervices for Amexco, such Supplier [p]ersonnel will not perform any services for any Amexco Competitor.

'Strategic Projects' Supplier acknowledges that certain Services performed for Amexco Service Recipient may relate to past, present or future strategies, plans, business activities, methods, processes and/ or information which affords Amexco or Amexco's Affiliates certain competitive or strategic advantages. The Amexco [p]roject [e]xecutive shall identify those projects Amexco deems to be competitive or strategic across Amexco's business (each, a "Strategic Project") during meetings of the [e]xecutive [c]ouncil...All [s]tatements of [w]ork entered into by Supplier for [s]ervices in connection with such Strategic Projects shall be deemed subject to this Section 14 (Competitors).

I understand that if I threaten to or actually breach or fail to observe any of the obligations set forth in this Non-Disclosure Agreement, Amexco and Supplier shall be subject to irreparable harm which shall not be adequately satisfied by damages. I therefore agree that Supplier or Amexco shall be entitled to an injunction and/or any other remedies permitted, to ensure and enforce my compliance with these obligations in the unlikely event I do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies.

By: _____
Signature

First Name, Middle Initial, Last Name

Title: _____

Date: _____