

Annexure – B

Terms and Conditions of Employment

You shall be governed by the following Terms and Conditions of Service (“Terms and Conditions”) during your employment with Cognizant Technology Solutions India Private Limited (hereafter referred to as the “Company”), and those that may be amended from time to time. Please refer to the “India terms and conditions of service” in the cognizant intranet for the latest version.

1. Statement of facts

a. The company has made the offer of employment on the basis of the information, statements and facts (‘Information’) as provided by you in your employment application form. The Company reserves the right to terminate your services forthwith at the time of joining or at any point of time in future during your employment with the Company if any of the Information provided by you is found to be false or misleading or concealed (whether in part or whole) and / or in case of any criminal background on your part. You hereby agree and expressly authorize the Company to conduct background verification to authenticate the Information submitted by you and your criminal background if any.

b. National Skills Registry (“NSR”) is set-up and managed by NSDL Database Management Limited (“NDML”) on behalf of NASSCOM. NSR is a website where the IT Professionals (“ITPs”) can register themselves to get a background check verification conducted on personal, academic and employment details. NSR system issues the ITPIN, which is a unique, lifetime valid and permanent identity to all registering ITPs. This can be used by the IT industry and its clients as a credible source of information about the ITPs who are being employed or put on client assignments. You are required to get yourself registered with the National Skills Registry (NSR) and provide ITPIN while joining the organization. For further details, log on to <https://nationalskillsregistry.com/>

Please note that, this is for an individual cause and Company would not be responsible to bear any cost towards your NSR membership

2. Successful Completion of Training

a. As one of the key conditions of the employment offer, you will undergo an initial training for duration as required to prepare you for your future job responsibility. There will be continuous assessment of your performance during the training period; Evaluation may include a combination of, but not limited to, assessments, assignments, attendance and review by technical panel.

Objective of this evaluation is to ascertain your competency, and continuation of your employment is conditional upon the successful completion of these evaluations.

b. You shall become eligible for confirmation at the end of 12 months from the date of joining subject to the conditions below;

I. Satisfactory performance of your duties and obligations in a diligent and professional manner in accordance with Cognizant’s requirements from time to time;

II. Successful clearance of the Cognizant required Assessments.

The Learning program is aimed to develop structured technical competency for the trainees. Failure in clearing the training and assessments will result in the immediate termination of your employment with Cognizant.

III. The Supervisor reserves the complete right to confirm / defer / refuse the confirmation.

The associates who are found to require improvement would be intimated of the same and attention would be given to them to improve their performance.

Note: Cognizant will share the Training policy that comprehensively covers the training curriculum, evaluation process and benchmarks applicable for the trainee (or trainee batch) with the associate during the time of training induction. Cognizant reserves the right to change the Training policy or related criteria to suit the needs of the organization or individual business units; and such changes shall be communicated within a reasonable timeframe.

3. Duties

a. During working hours you shall satisfactorily perform all tasks assigned by the supervisor, to the expected performance standards. You shall comply with the rules, regulations and procedures as notified from time to time by the Company in letter and spirit.

b. During working hours, you shall entirely devote your time, attention and abilities to the business of the Company.

c. You shall not, without the Company’s prior written consent, be in any way directly or indirectly engaged in or concerned with any other business or employment during or outside your hours of work in the company.

You shall however, undertake honorary work of social or charitable nature, literary, artistic or scientific character only with the express permission from the competent authority of the Company.

d. During your employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement(s) with your prior employers or their clients.

4. Place of work

a. As part of your employment with Company, you will be based at any one of Company's offices or its affiliate(s) or Company's customer location(s) - existing or may come up in near future, as per the business requirements.

b. The Company reserves the right to transfer you at any point of time during your employment with Company to any of its other location(s), its affiliate(s) or Company's customer location(s) - existing or may come up in near future, within or outside India as per the business requirements, and you shall comply with the Company's rules relating to relocation to or from a customer location.

c. The Company reserves the right to transfer you on a temporary or permanent basis to the other job functions or departments within the Company and assign such other duties as may be deemed fit in the interest of the Company.

5. Hours of work

The working day shall comprise eight (8) working hours and a lunch break for an hour. Depending upon Company's requirement/exigency, the Company may increase or decrease the per day working hours without your consent. Though the normal workings hours are between 9 am and 6 pm from Monday to Friday, you may also be required to work on a shift basis that comprises eight (8) working hours and a break for an hour. You are expected to work in shifts assigned by the supervisor. 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 on which you will be notified in advance.

6. Holidays, Leave and Vacation

a. Cognizant Technology Solutions India Pvt. Ltd. ('Company') observes 4 (four) National Holidays - Republic Day, May Day, Independence Day and Gandhi

Jayanthi every year. The festival holidays may vary every year.

b. You will be governed by the existing Company leave policy from the date of your joining the Company.

c. Application for leave needs to be submitted online in the Enterprise Absence Management system ("EAM") at <https://peoplesoft> and all leave application should be subject to due approval from your respective Supervisor.

7. Conduct

a. You shall at all times, maintain exemplary conduct and decorum. You shall uphold honesty and integrity in all your actions.

b. You shall honor and comply with all rules and regulations of the Company and statutory requirements, in letter and spirit.

8. Dress code

As an associate of an organization that focuses on quality and professionalism, it is imperative to maintain the highest level of personal effectiveness and that can in no way be compromised. Therefore, you must adhere to Cognizant's dress code while at work. The smart dress code will continue to help you display a professional image to customers, potential employees and the community of visitors.

Smart dressing for gentlemen:

Half/full-sleeved collared shirts, collared t-shirts, formal trousers, single-colored full length jeans, corduroys and chinos. These can be paired with appropriate footwear like formal black or brown leather shoes, loafers or sports shoes.

Smart dressing for ladies:

Saree, salwar/churidhar/leggings with kameez, kurtis, tops, collared shirts/t-shirts, formal trousers, single-colored full length jeans, corduroys, chinos and full-length skirts. These can be paired with appropriate footwear.

You should always consider your activities for the day when determining what to wear. If you have to host or attend meetings with clients, or attend a formal gathering you can be dressed in formal attire.

9. Confidentiality

a. You shall maintain utmost secrecy with regard to confidential and proprietary information relating to the Company. This information includes and is not limited to trade secrets, technical processes, finances and dealings with information relating to suppliers, employees, agents, distributors and customers.

b. You shall not, during your employment and at all times thereafter, directly or indirectly use or disclose confidential information except for the sole benefit of the Company. This restriction shall cease to apply when it may come into the public domain otherwise than through unauthorized disclosure by you or such information which you shall be obliged to disclose by law.

c. You shall not take copies of confidential documents or information for your own purposes and forthwith upon termination, you shall return to the Company all documents, records and accounts in any form (including electronic, mechanical, photographic & optic recording) relating to matters concerning the business or dealing or affairs of the Company.

d. You shall not during your employment and at all times thereafter do or say anything that injure directly or indirectly damage the business and / or reputation of the Company.

e. You shall maintain utmost confidentiality with regard to your compensation and benefits. You shall not discuss your compensation and benefits with anyone, but with the Supervisor you report to.

f. You shall sign and be bound by the following -

i. The Proprietary Rights and Non Disclosure Agreement (NDA)

ii. The Code of Business Conduct and Ethics

iii. Prohibition on Disclosure or Use of Inside Information

iv. Default User Rights On Cognizant Network

10. Separation from the company

a. The normal retirement age of employees in the Company is 58 years.

b. In case you intend to resign from the services of the company at any point of time, you are required to serve 60 days' notice period ('Notice Period') starting from the date of resignation. The Company may, at its sole discretion, permit you an early release by;

i. Adjusting the vacation leave accumulated towards a part of the notice period (whether in part or whole) and / or

ii. Allowing you to pay up for the notice period in lieu thereof on your annual gross compensation

c. If your service is being terminated by the Company on the ground of Misconduct or misdemeanor or unsatisfactory performance or as consequence of any other disciplinary matter(s), the Company may release you on immediate basis by paying you the salary for the notice period starting from the date on which Company informs you of such matter. Please note that the Company will not pay the Notice Pay in case your service is being terminated on the ground as mentioned in 1 (a) above.

Human Resources - Talent Acquisition Group

I accept the above mentioned terms and conditions of employment with the Company.

Signature:

Name:

Date:



Cognizant