

AGREEMENT dated 2 February 2022

PARTIES: **Cognizant Technology Solutions Australia Pty Ltd** of Level 6, 15 William Street,
Melbourne, Victoria - 3000 Australia (**Cognizant**)

and

Sai Velpula of **sai krishna velpula,14 mopane circuit, Wyndham Vale, VIC,
3024** (referred to as "**you**")

("Agreement")

1. Employment with Cognizant

- 1.1. Subject to immigration approval where relevant, we are pleased to offer you employment with Cognizant on the terms and conditions set out in this Agreement for the period set out in your deputation letter.
- 1.2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in Australia and other such documents as Cognizant may request.

2. Position and Location

- 2.1 You will commence employment in the position set out in Schedule 1. Cognizant may, for operational or other reasons, rearrange its work structure and what this means is that your position, title, duties and responsibilities may change from time to time. If this happens, the terms and conditions set out in this Agreement will continue to apply to you, unless expressly varied in writing.
- 2.2 You will work at the location specified in Schedule 1 but you may be required to carry out your duties at such other locations as are required by Cognizant from time to time.

3. Appointment

- 3.1 Your employment will commence on the Commencement Date as set out in clause 1.1
- 3.2 The process and notice periods required to terminate this Agreement expires is dealt with at clause 11.1.

4. Duties

- 4.1 Together with the specific duties and responsibilities set out in any position description provided to you by Cognizant from time to time, you agree to:
 - (a) perform to the best of your ability and knowledge the duties assigned to you by Cognizant from time to time, whether during or outside Cognizant's normal business hours, and in such places as Cognizant requires; and

- (b) serve Cognizant faithfully and diligently to the best of your ability; and
- (c) use all reasonable efforts to promote the interests of Cognizant; and
- (d) act in Cognizant's best interests; and
- (e) report to the person or persons nominated by Cognizant from time to time; and
- (f) comply with all lawful directions given to you by the person or persons duly authorised to do so on behalf of Cognizant.

4.2 You agree that you will not undertake any appointment or position or work or advise or provide services to, or be engaged, or associated with any business or activity that:

- (a) adversely affects Cognizant or its reputation; or
- (b) hinders the performance of your duties.

4.3 You shall not, without Cognizant's prior written consent, be in any way directly or indirectly engaged by or concerned with any other business or employment during or outside your hours of work in Cognizant. You shall undertake honorary work (such as of a social, charitable, literary, artistic or scientific nature) only with the express written permission from the competent authority.

5. Total Employment Cost

5.1 Your Total Employment Cost excluding compulsory superannuation contributions is specified in Schedule 1.

5.2 Your salary will be paid monthly into a bank account nominated by you.

5.3 Cognizant agrees to review your salary not less than once each year and may at its discretion increase your salary following that review.

5.4 Cognizant shall abide by the Superannuation guarantee legislation as amended from time to time. These contributions are to the value of the minimum amount prescribed by the current legislation.

5.5 You need to choose to contribute the Superannuation contribution to your nominated fund.

5.6 Cognizant is required to deduct amounts, such as taxes, from your Salary and Sales Commissions in order to meet its statutory and legal obligations related to your employment.

5.7 Should you be overpaid by Cognizant in any way, (including but not limited to any payment by mistake), you agree to pay to Cognizant the amount of such overpayment

against the payment of your salary, bonuses, premiums, and any business expenses that you may have claimed from Cognizant. In the event that the overpayment is discovered after termination of your employment, from whatever reason, you agree to repay any overpayment to Cognizant immediately.

- 5.8 Your remuneration is in excess of any applicable industrial instrument and is to compensate you for any entitlement that you may have under that instrument. Cognizant may use this excess to offset any claim by you.

6. Cognizant Policies and Procedures

- 6.1 You acknowledge and agree that it is a term of your Employment under this Agreement that you comply with Cognizant Policies relating to the Employment.
- 6.2 Despite clause 6.1, Cognizant's Policies are not incorporated into your contract of employment.

7. Expenses

- 7.1 Subject to production upon request of all supporting vouchers and documents all expenses pertaining to local travel will be reimbursed in accordance with the applicable Cognizant policies, which may be amended from time to time.
- 7.2 Any credit card supplied to you by Cognizant will be used solely for expenses incurred in the course of your duties. The card must be returned to Cognizant if your employment is terminated for any reason, and at any other time requested by Cognizant.
- 7.3 You will be subject to the terms and conditions of the corporate card member agreement.

8. Hours of Work

- 8.1 Your ordinary hours of work are 38 hours per week plus reasonable additional hours averaged over a 26 week period, to be worked 5 days a week. These hours may be adjusted from time to time to suit both of us or clients as required. From time to time you will be required to work reasonable additional hours to meet business, operational or customer needs.
- 8.2 Your salary includes full compensation for all hours worked, including all reasonable additional hours in addition to the 38 ordinary hours that are required to be worked by you to fulfil your duties under this Agreement and any variation or additional duties you may be required to fulfil from time to time as they relate to your nominated occupation.
- 8.3 If you believe that the additional hours you have worked are excessive, you may apply to your immediate supervisor for time off in lieu.

Flexible Work Arrangements

- 8.4 Cognizant supports employees who may need flexible working arrangements. You may request Flexible Work Arrangements once you have completed twelve (12) months continuous service. Any request must be in writing to your immediate supervisor. That request must set out the details of the change sought and reasons for the change.
- 8.5 Although Cognizant will attempt to accommodate all reasonable requests, if the business needs of the organization cannot accommodate that request, Cognizant reserves the right to decline such a request.

9. Annual Leave, Long Service Leave Parental Leave and Paid Parental Leave

- 9.1 You are entitled to 20 days annual leave in accordance with relevant legislation. This leave is to be taken at a time mutually agreed between Cognizant and you. Cognizant may have an annual shutdown during the Christmas period where you will be required to take leave. Cognizant reserves the right to direct you to take annual leave within a six (6) month period where more than four (4) weeks have been accrued.
- 9.2 You are entitled to gazetted Public Holidays.
- 9.3 You are entitled to long service leave in accordance with the relevant legislation.
- 9.4 You are entitled to parental leave in accordance with relevant legislation. If you have been had 12 months' continuous service with Cognizant in Australia immediately before the birth/adoption of a child, you may also be entitled to:
- (a) 12 weeks parental leave to be paid at an amount that is the difference between that provided by legislation and your current salary;
 - (b) one week's paid parental leave, to be taken within three weeks of the birth/adoption of the child; and
 - (c) all applications for paid parental leave must comply with the Policies.

10. Personal / Carer's Leave

- 10.1 Subject to clauses 10.2 and 10.3, Cognizant agrees to grant you up to 10 days of paid leave per year in circumstances where you are unable to perform your duties due to genuine illness or injury ("**personal leave**") or if you are required to personally care for an ill or injured member of your immediate family or household ("**carer's leave**"). Untaken leave will accumulate from year to year, however any untaken accrued leave at the time of termination will not be paid out.
- 10.2 Before granting paid leave, Cognizant may require you to:
- (a) provide, to Cognizant's satisfaction, evidence confirming the illness or injury or carer's responsibility. Any medical certificate submitted by you must be signed

by the doctor and show the date of examination, the dates covered by the certificate, the nature of the illness or injury and the expected duration of the absence; and/or

- (b) be examined by a medical practitioner nominated by Cognizant, with respect to an illness or injury, who will provide a report to Cognizant; in which case you agree to attend the medical examination and to allow the report to be provided to Cognizant.

10.3 You agree to notify Cognizant immediately when you become aware of your inability to attend work. You agree to act in good faith and cooperate in relation to the management of your illness or injury and any associated absence.

10.4 You agree that Cognizant may require a medical clearance, in relation to your ability to perform the inherent requirements of your position, from a medical practitioner nominated by Cognizant, before allowing you to resume duty following an illness or injury.

11. Termination

11.1 Subject to clause 3.2, either party may terminate this Agreement and the Employment by providing the other party with the period of notice in accordance with Schedule 1.

11.2 If you give Cognizant notice of termination for the purpose of commencing work with a Client, a Competitor or otherwise competing with Cognizant or any Group Company, you must immediately upon giving notice disclose full details of this purpose so as to enable Cognizant to take steps to protect its business and to arrange the proper hand-over of your duties (including clients, prospective clients or customers and business) to another employee.

11.3 Despite any other provisions of this Agreement, Cognizant may terminate your Employment without notice in circumstances where you have engaged in serious misconduct. Circumstances which may amount to serious misconduct include, but are not limited to, the following:

- (a) if you engage in dishonest conduct or other gross misconduct (including but not limited to theft, fraud or assault), or gross incompetence or wilful neglect of duty, or if you commit any other serious breach of any of the provisions of this Agreement; or
- (b) if you neglect or fail (otherwise than by reason of accident or ill health), or refuse to carry out the duties required of you; or
- (c) if you commit or assist in the commission of an act of fraud or are guilty of a criminal offence; or

- (d) if you act in a manner (whether in the course of your duties or otherwise) which does or is likely to bring you or Cognizant or any Group Company into serious disrepute;
- (e) if you breach your obligations under clause 13;
- (f) commit any serious or persistent breach of any Policy. This includes but is not limited to failure to accurately record leave taken and strict compliance with any expenses policy; or
- (g) if you engage in any act or omit to do any act which would justify summary dismissal at common law.

11.4 Either party may terminate the Agreement and the Employment under clause 11.1. If you provide inadequate notice, you must pay to the Company the base salary equivalent to the period of notice you did not provide. In addition, you authorise the Company to deduct and retain any equivalent amount from any amounts owing to you.

11.5 If you resign and fail to provide the Company with the full period of notice of termination as required, you shall not be entitled to any remuneration for that period of notice not provided.

11.6 Upon termination, you must immediately return all Company Property.

11.7 Cognizant may direct you during some or all of the notice period:

- (a) not to attend the workplace;
- (b) not to contact or have any communication with Clients;
- (c) not to contact or have any communication with any employee, contractor, consultant or officer of Cognizant or any of its related corporations in relation to the business of Cognizant or any Group Company;
- (d) not to perform the duties of your position or become involved in any aspect of the business of Cognizant or any Group Company;
- (e) to perform the duties of your position from home; or
- (f) any combination of the above,

provided always that Cognizant ensures that you receive the equivalent remuneration which you would otherwise have received had this direction not been given.

12. After termination of employment

- 12.1 You agree that Cognizant may set off any amount you owe Cognizant against any amount Cognizant owes you, at the date of termination, except for amounts Cognizant is not entitled by law to set off.
- 12.2 Cognizant agrees to reimburse/sponsor expenses incurred on tickets for you and your dependents (if any) return to your parent location of work.
- 12.3 You agree that your obligations under clauses 13 and 15 continue after termination.

13. Confidential Information

- 13.1 Except in the proper performance of your duties you must not publish, disclose, use or reproduce any Confidential Information or knowledge that you may acquire or have acquired during the Employment with Cognizant. This restriction applies both during the Employment and after termination.
- 13.2 You acknowledge that in the event of a breach or threatened breach of the terms of this confidentiality obligation by you, Cognizant is entitled to an injunction restraining you from committing any breach of this clause without showing or proving any actual damage sustained by Cognizant or clients serviced by Cognizant. This is in addition to any other remedy available to Cognizant.

14. Intellectual Property

- 14.1 You assign to Cognizant all existing and future intellectual property rights in all inventions, models, designs, drawings, plans, software, reports, proposals and other materials created or generated by you (whether alone or with Cognizant, its other associates or contractors) for use by Cognizant or any Group Company.
- 14.2 You acknowledge that by signing this agreement all such existing rights are vested in Cognizant and, on their creation, all such future rights will vest in Cognizant.
- 14.3 You must do all things reasonably requested by Cognizant to enable Cognizant to obtain full benefit of these intellectual property rights.
- 14.4 The Copyright Act 1968 allocates Moral Rights to the creator of certain types of works. 'Moral Rights' means the right of integrity of authorship (i.e. not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed.
- 14.5 The nature of Cognizant's business means that in some instances Cognizant may need to adapt work created by you, or may need to provide a client with material without acknowledging each individual who worked on it.

- 14.6 By signing this Agreement you are consenting to any member of Cognizant or Cognizant's clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

15. Restraint on your conduct

- 15.1 You agree that you will not, within the Prohibited Area, for a Prohibited Client and for the Restricted Period, without the prior written consent of Cognizant:

- (a) solicit, divert, obtain or accept, whether directly or indirectly, and whether for yourself or on behalf of any Competitor, any business from any of Cognizant's Clients or Prospective Clients; and/or
- (b) obtain or attempt to obtain details of any Client or Client list; or
- (c) solicit or hire any person employed by, or contracted to, Cognizant; or
- (d) solicit or accept employment,

directly or indirectly or whether alone or with any other person or party in any capacity including, without limitation as trustee, principal, agent, shareholder, unit holder, independent contractor, consultant, employee or advisor.

- 15.2 You agree that you will not, within the Prohibited Area, be directly or indirectly interested, engaged or concerned with a Competitor during your employment with Cognizant (whether in regular working hours or otherwise) and for the Restricted Period without the prior written consent of Cognizant.
- 15.3 You agree that the restrictions contained in this clause are reasonable and necessary to protect the legitimate business interests of Cognizant both during and after the termination of the Employment and intend the restraints to operate to the maximum extent. You acknowledge that damages are an inadequate remedy for breach of clauses 15.1 and 15.2 that Cognizant is entitled to seek injunctive relief to restrain any further breaches.
- 15.4 You indemnify Cognizant against all losses, liabilities, costs, claims, charges, expenses, actions or demands which we may incur or which may be made against Cognizant as a result of your failure to perform the obligations set out within this clause.
- 15.5 The restraints contained in this clause are separate, distinct and severable so that the unenforceability of any restraint does not affect the enforceability of the other restraints. You acknowledge that Cognizant reserves the right to pay you the equivalent remuneration for the Restricted Period in order to enforce the restrictions in this clause 15.

16. Notice

A party giving notice under this Agreement must do so in writing.

17. Governing law

The interpretation and enforcement of this Agreement will be subject to the governing law stated in Schedule 1.

18. Entire Agreement

This Agreement (including its schedules):

- (a) constitutes the entire Agreement between the parties as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party whether express or implied.

19. Alteration

This Agreement may only be altered in writing signed by each party.

20. This Agreement is confidential

The terms in this Agreement and any subsequent amendments are confidential. You agree not to disclose those terms to any other person, other than for the purpose of obtaining professional legal or accounting advice, without the written approval of Cognizant.

21. Definitions

Commencement Date means the date set out in Schedule 1 or such later date as agreed.

Company Property includes but is not limited to laptops, mobile phones, motor vehicles, sales records, company records, documents, files, floppy disks, CDs, emails back-up disks, keys, credit cards, security passes and any and all other information storage property in your possession or control, and Confidential Information.

Competitor means any company, business or person that is engaged in or proposes to be engaged in information technology services or solutions, or any other companies that compete with the products and/or services of Cognizant or any of its related bodies corporate.

Confidential Information means any and all information, knowledge, data or documents of or relating to Cognizant or any Group Company or any shareholder of Cognizant, or any of the trade secrets, know-how, business and financial information, pricing, methods, lists of clients, marketing information and material or other information of Cognizant, any

Group Company or of any clients of Cognizant or any Group Company which you may have acquired during the course of the Employment; and includes:

- (a) information, data, document or knowledge that by its nature is confidential;
- (b) all manuals, procedures, computer programmes, policies and procedures of Cognizant; or
- (c) information or data that is designated by Cognizant as confidential;
- (d) all information concerning Cognizant's clients including any list of clients;
- (e) all information concerning Cognizant's finances, marketing, strategic plans, services, information systems and suppliers;
- (f) trade secrets.

but does not include information or data that is in the public domain, unless this has been caused by a breach of this Agreement.

Client means any person or firm which is or was a client of Cognizant or any Group Company at any time before or during your Employment.

Employment means your employment by Cognizant.

Flexible Working Arrangements means changes in working arrangements such as changes in hours of work, changes in pattern of work and changes in location of work.

Group Company means a related body corporate of Cognizant, as that term is defined by the *Corporations Act 2001*;

Policies means any policies of Cognizant or Cognizant LLC applicable to the Employment and includes the Cognizant LLC Code of Conduct.

Prohibited Area means

- (a) Country, i.e., Australia, failing which;
- (b) State, i.e., Victoria, failing which;
- (c) the city, i.e., Melbourne metropolitan area.

Prohibited Client means a client of Cognizant for whom you have performed work in the last 12 months of your employment and any person or firm with whom Cognizant have initiated discussions concerning business opportunities in the last twelve (12) months of your employment and you have been personally involved.

Restricted Period means:

- (a) 6 months from the Termination Date; failing which;
- (b) 4 months from the Termination Date; failing which;
- (c) 2 months from the Termination Date;

Termination Date means the date upon which this Agreement and the Employment end.

EXECUTED as an Agreement.

SIGNED for and on behalf of **Cognizant**)
Technology Solutions Australia Pty Ltd)
by a duly authorised officer in the)
presence of:)



Joel Kilgour
Director - HR

Signature of Witness

Name of Witness

SIGNED by **Sai Velpula** in the)
presence of:)

Signature of Employee

Signature of Witness

Name of Witness

SCHEDULE 1

Position (clause 2.1 above)	Architect - Technology
Location (clause 2.2)	Melbourne
Remuneration (clause 5.1)	AUD 137,602 plus statutory superannuation entitlement (1st day of the subsequent month), Annual niche allowance AUD 9,298
Notice of Termination by You (clause 11.1)	4 weeks
Notice of Termination by Cognizant (clause 11.1)	4 weeks
Applicable law (clause 17)	Victoria