

EMPLOYMENT CONTRACT	عقد عمل
<p>This employment contract (the "Contract") is made on this 26 day of August of 2014</p>	<p>أبرم عقد العمل هذا (يشار إليه فيما يلي "العقد") في هذا اليوم الموافق لـ 26 من شهر أغسطس 2014</p>
<p>Between:</p> <p>1. Cognizant Technology Solutions of P.O. Box 500378, Dubai, United Arab Emirates (the "Company");</p> <p>2. Vigneswaran Muruganandam, Indian national, holder of Indian Passport No. J0874071, of P.O. Box 500378, Dubai, United Arab Emirates (the "Employee").</p>	<p>بين كل من:</p> <p>1- [اسم صاحب العمل] ، ص.ب. [رقم صندوق البريد] ، دبي ، الإمارات العربية المتحدة ("الشركة")</p> <p>2- [اسم الموظف] ، [الجنسية] ، [الجنسية] ، يحمل جواز سفر [اسم دولة إصدار جواز السفر] ، رقم [اسم جواز السفر] ، ص.ب. [رقم صندوق البريد] ، دبي ، الإمارات العربية المتحدة ("الموظف").</p>
<p>WHEREAS:</p> <p>1. The Company wishes to employ the Employee and the Employee agrees to be employed on the terms and conditions set out in this Contract.</p> <p>2. The Employee undertakes to work for the Company as Associate Projects for a period of 3 years</p>	<p>حيث أن:</p> <p>1- ترغب الشركة في توظيف الموظف ويوافق الموظف على أن يتم توظيفه وفق الشروط المنكورة في هذا العقد.</p> <p>2- يتعهد الموظف بالعمل لدى الشركة بوظيفة [اسم الوظيفة] لمدة [عدد السنين الشهور]</p>

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<p>NOW it is agreed that the Company shall employ the Employee on the following terms and conditions:</p>	<p>تم الاتفاق على أن تقوم الشركة بتوظيف الموظف وفق الشروط التالية:</p>
<p><b>1. Commencement Date and Terms of Employment</b></p> <p>The Employee's employment is at all times subject to the Dubai Technology and Media Free Zone Employment Regulations 2004 (the "Employment Regulations") and any subsequent provisions which may from time to time be issued by the Dubai Technology and Media Free Zone Authority (the "Authority").</p>	<p>1- تاريخ البدء وشروط التوظيف</p> <p>يخضع توظيف الموظف في كافة الأوقات لأحكام الأنظمة العمالية لدى سلطة منطقة دبي الحرة للتكنولوجيا والإعلام الصادرة عام 2004 (يشار إليها فيما يلي "الأنظمة العمالية") وأية أحكام لاحقة قد تصدرها من حين لآخر سلطة منطقة دبي الحرة للتكنولوجيا والإعلام ("السلطة").</p>
<p>The Employee's employment under this Contract shall commence on July 14, 2014 (the "Commencement Date").</p> <p>The Employee's employment under this Contract shall continue until termination in accordance with Clause 12 (Termination and Renewal).</p>	<p>يبدأ توظيف الموظف بموجب هذا العقد في (يشار إليه فيما يلي "تاريخ البدء").</p> <p>يستمر توظيف الموظف بموجب هذا العقد حتى إلغاء العقد وفق البند 12 (الإلغاء والتجديد).</p>

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<p><b>2. Probationary Period</b></p> <p>The Employee shall work under probation for a period of 6 months calculated as from the Commencement Date. During the probation period, either party may terminate the employment without notice. In the event of termination of the employment by either party during the probation period, the Employee will not be entitled to receive any end of service benefits or other compensation whatsoever.</p>	<p><b>2- فترة للتجربة</b></p> <p>يعمل الموظف تحت التجربة لفترة شهر يتم حسابها من تاريخ البدء. وخلال فترة التجربة يجوز لأي طرف إلغاء عقد العمل دون إخطار الطرف الآخر. وفي حالة إلغاء عقد العمل من قبل أي من الطرفين خلال فترة التجربة، لا يحق للموظف الحصول على أية مستحقات نهائية خدمة أو أية مكافآت أخرى من أي نوع.</p>
<p><b>3. Employee's Duties</b></p> <p>3.1 The Employee shall during the continuance of this Contract serve the Company to the best of his/her ability in the position stated above or any other capacity as may be determined by the Company.</p> <p>3.2 For the terms of this Contract, the Employee acknowledges that he/she shall be employed solely by the Company.</p> <p>3.3 The Employee shall faithfully and diligently perform such duties and exercise such powers consistent with them as the Company may from time to time properly assign to or confer upon him.</p> <p>3.4 The Employee agrees to surrender his/her passport to the Authority if requested at anytime by the Authority to do so.</p>	<p><b>3- التزامات الموظف</b></p> <p>1-3 يلتزم الموظف خلال مدة سريان هذا العقد بالعمل لدى الشركة وفق أفضل ما لديه من قدرات، في الوظيفة المذكورة أعلاه أو أية وظيفة أخرى قد تحددها الشركة.</p> <p>2-3 خلال مدة هذا العقد، يقرّ الموظف بالتزامه بالعمل لدى الشركة فقط.</p> <p>3-3 يلتزم الموظف بالقيام بإخلاص وإتقان بتأدية مهامه والتزاماته التي قد تسندها إليه الشركة من حين لآخر وممارسة للصلاحيات التي تتناغم معها والتي قد تكلفه بها أو تخوله إياها الشركة من حين لآخر.</p> <p>4-3 يوافق الموظف على تسليم جواز سفره للسلطة، إذا طلبت منه السلطة قبل ذلك في أي وقت.</p>

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<p>3.5 The Employee will perform work for the Company at the Company's office or such place within the Dubai Technology and Media Free Zone as the Company shall from time to time require.</p>	<p>5-3 يتولى الموظف مباشرة العمل لصالح الشركة في مكتب الشركة أو أي مكان داخل منطقة دبي الحرة للتكنولوجيا والإعلام وفق ما تطلبه الشركة من حين لآخر.</p>																
<p>4. Basic Salary, Allowances and Ticket</p> <p>4.1 The Company shall pay to the Employee a basic salary and the allowances as specified herein below, which shall be payable on a monthly basis in arrears.</p> <table border="1" data-bbox="363 1016 719 1223"> <tr> <td>Basic Salary</td><td>4,733</td></tr> <tr> <td>Accommodation</td><td>3,550</td></tr> <tr> <td>Transport</td><td>2,000</td></tr> <tr> <td>Any Other Allowance(s)</td><td>3,550</td></tr> </table>	Basic Salary	4,733	Accommodation	3,550	Transport	2,000	Any Other Allowance(s)	3,550	<p>4- الراتب الأساسي والبدلات وتذكرة السفر</p> <p>1-4 تدفع الشركة للموظف الراتب الأساسي والبدلات وفق ما هو منصوص أدناه، ويلزم دفع هذه المستحقات في نهاية كل شهر.</p> <table border="1" data-bbox="863 1023 1203 1205"> <tr> <td>الراتب الأساسي</td><td></td></tr> <tr> <td>بدل السكن</td><td></td></tr> <tr> <td>بدل الانتقال</td><td></td></tr> <tr> <td>أية بدلات أخرى</td><td></td></tr> </table>	الراتب الأساسي		بدل السكن		بدل الانتقال		أية بدلات أخرى	
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<p>4.2 The normal working hours shall be eight (8) hours a day or forty eight (48) hours a week. The working hours may be increased as the Company may from time to time deem necessary. Where the Employee is called upon to work overtime, the Employee shall be paid as per the wage rate prescribed in the Federal Law No. (8) of 1980 in respect of Organizing Labor Relationships and its amendments (the "Federal Labor Law").</p>	<p>2-4 تكون ساعات العمل الاعتيادية ثمانية (8) ساعات يوميا أو ثمانية وأربعون (48) ساعة أسبوعيا. ويجوز زيادة ساعات العمل وفق ما تراه الشركة من حين لآخر ضروريا. إذا ما طلب من الموظف العمل لوقت إضافي، يلزم دفع أجر الموظف وفق نسبة الأجر المحددة في القانون الاتحادي رقم 8 لسنة 1980 الخاص بتنظيم علاقات العمل وتعديلاته ("قانون العمل الاتحادي").</p>																
<p>4.3 The Employee will be entitled to one return economy class ticket Dubai/India / Dubai on the completion of every</p>	<p>3-4 يحق للموظف الحصول على تذكرة طيران ذهاب وإياب واحدة فئة <sup>3</sup>ج العنة، أي الاقتصادية لرجال الأعمال الأولى، دبي/ انرج الموطن: النولة المدينة /لدي،</p>																

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3 years employment.	of continuing	كل من العمل	اكتمال متواصل.
5. Medical Coverage		5- التامين الصحي	
5.1 The Employer will bear the cost of medical treatment required by the Employee during the period of this Contract.		1-5 يتحمل صاحب العمل تكاليف العلاج الطبي الذي يحتاجه الموظف خلال مدة هذا العقد.	
5.2 Subject to medical recommendation, the Employee will be entitled to fifteen (15) days sick leave on full pay plus thirty (30) days on half pay for each year of service. Maternity leave will be subject to and in accordance with the provisions of the Federal Labor Law and as conditions provided therein.		2-5 مع مراعاة التوصيات الطبية، يحق للموظف الحصول على إجازة مرضية قدرها خمسة عشر (15) يوماً بأجر كامل، إضافة إلى ثلاثين (30) يوماً بنصف أجر، عن كل سنة خدمة. وسوف تخضع إجازة الأمومة لأحكام قانون العمل الاتحادي والشروط الواردة به.	
6. Holidays		6- الإجازات	
6.1 The Employee shall be entitled to two (2) calendar days paid holiday calculated pro rata for any period less than one (1) year, provided the Employee has completed at least six (6) months of continued service.		1-6 يحق للموظف الحصول على إجازة مدفوعة الأجر قدرها يومين يتم حسابها وفق النسبة عن أية فترة تقل عن عام واحد، شريطة إكمال الموظف ستة (6) أشهر على الأقل من الخدمة المتواصلة.	

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<p>6.2 The Employee shall be entitled to a leave of twenty two working days ( 22 working days ) [thirty (30) days minimum] with remuneration paid for each year of his/her service to be calculated proportionately for any period less than one (1) year provided the Employee has completed at least one (1) year of continued service.</p> <p>6.3 The Employee will be entitled to public holidays, as announced by the authorities for the Private Sector with full pay.</p> <p>6.4 Upon termination of the employment, the Company shall pay the Employee an amount in lieu of vacation days accrued but not taken. Upon termination of employment, if the Employee has taken more days holiday than his/her accrued entitlement, the Company will be entitled to make an appropriate deduction from the Employee's end of service benefits.</p>	<p>2-6 يحق للموظف الحصول من كل عام من الخدمة على إجازة مدفوعة الأجر قدرها ( ) (ثلاثين (30) يوماً على الأقل] ويتم حسابها وفق النسبة من أية فترة تقل عن سنة، شريطة إكمال للموظف سنة واحدة على الأقل من الخدمة المتواصلة.</p> <p>3-6 يحق للموظف الحصول على الإجازات الرسمية بأجر كامل، وفق ما تعلنه السلطات للقطاع الخاص.</p> <p>4-6 عند إلغاء عقد العمل، يلتزم الشركة بأن تدفع للموظف مبلغاً مالياً بدل أيام الإجازة المستحقة التي لم يتم الحصول عليها. عند إلغاء عقد العمل، إذا حصل الموظف على أيام إجازة أكثر من أيام الإجازة المستحقة له، يحق للشركة أن تستقطع من مكافأة نهاية الخدمة ما يتناسب مع هذه الزيادة.</p>
<p>7. Recruitment Cost</p> <p>The Company shall bear all recruitment expenses including but not limited to the travel ticket at the beginning of this Contract, visa processing fees and labour card charges.</p>	<p>7- تكاليف التعيين</p> <p>تتحمل الشركة كافة تكاليف التعيين، بما في ذلك على سبيل المثال لا الحصر تكاليف تذكرة السفر عند بدء هذا العقد ورسوم إصدار التأشيرة ورسوم بطاقة العمل.</p>

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<p><b>8. Property of the Company</b></p> <p>Any documents in hard copy or in other form and any equipment, that the Employee may receive or use while performing his/her duties during the term of his/her employment shall remain the property of the Company, and shall be returned to the Company at the Company's request and, in any event, shall be delivered to the Company on the termination of the employment. The Employee shall not make copies of any such materials for personal use or advantage.</p>	<p><b>8- ملكية الشركة</b></p> <p>أية مستندات مطبوعة أو في أي سيفة أخرى وأية أجهزة قد يتسلمها الموظف أو يستخدمها خلال فترة توظيفه، يلزم أن تظل مملوكة للشركة، ويلزم إعادتها إلى الشركة بناءً على طلب الشركة، وفي أية حالة يلزم تسليمها للشركة عند انتهاء عقد العمل. ولا يحق للموظف إنتاج أية نسخ من هذه المواد للاستخدام أو الانتفاع الشخصي.</p>
<p><b>9. Confidentiality</b></p> <p>The Employee shall not at anytime (either during or after the termination of his/her employment) disclose or communicate to any person or use for his/her own benefit or the benefit of any person any confidential information concerning the business dealings, affairs or conduct of the Company, its staff or business partners or any similar matters which may come to the Employee's knowledge or possession during the term of the Employee's employment.</p>	<p><b>9- السرية</b></p> <p>لا يحق للموظف في أي وقت (سواء خلال مدة عقد العمل هذا أو بعد انتهائها) الكشف أو الإقصاح لأي شخص أو استخدام لمصلحته الخاصة أو لمصلحة أي شخص آخر، أية معلومات سرية تخص معاملات أو شؤون أو إدارة الشركة أو موظفيها أو شركائها أو أية شؤون مماثلة قد يعرفها الموظف أو يحصل عليها أثناء مدة توظيفه.</p>
<p><b>10. General Discipline</b></p> <p>The Employee shall at all times and in all respects comply with the lawful rules and codes of conduct or statements of principles in force from time to time by the Company and/or required by any regulatory body in</p>	<p><b>10- النظام العام</b></p> <p>يلتزم الموظف في كافة الأوقات والتواحي بالقواعد القانونية أو قواعد السلوك أو بيانات المبادئ التي تطبقها الشركة من حين لآخر و/أو تطلبها أية هيئة تشريعية بخصوص أعمال</p>

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<p>relation to the business of the Company or the status of the Employee.</p>	<p>الشركة أو وضع الموظف.</p>
<p><b>11. Non Competition</b></p> <p>The Employee shall not during the term of this Contract and for a period of twelve (12) months after the expiration or termination of this Contract for any reason, directly or indirectly, whether as owner, partner, shareholder, director, employee, consultant, distributor, agent, representative, sponsor or otherwise carry on or be engaged, concerned or interested in carrying on within Dubai of any business or employment which may compete with the business of the Company or any of its affiliates or subsidiaries and in respect of which the Employee has performed services during the period falling Six (6) months prior to the expiration or termination of the Employee's employment.</p>	<p><b>11- عدم المنافسة</b></p> <p>يلتزم الموظف خلال مدة هذا العقد ولفترة قدرها اثني عشر (12) شهرا من تاريخ انتهاء أو إلغاء هذا العقد لأي سبب، بحم القيام بشكل مباشر أو غير مباشر، كمالك أو شريك أو مساهم أو مدير أو موظف أو استشاري أو موزع أو وكيل أو ممثل أو كفيل أو غير ذلك، بمزاولة أو المشاركة في أية أنشطة أو امتلاك أية مصلحة في أية أعمال في دبي في أية مؤسسة أخرى أو العمل لدى أية مؤسسة قد تنافس أعمال الشركة أو أي من شركاتها التابعة أو شركاتها الفرعية يكون للموظف قد قام بفنائها بتأدية الخدمات أثناء فترة قدرها ستة (6) أشهر قبل انتهاء أو إلغاء عقد العمل الخاص بالموظف.</p>
<p><b>12. Termination and Renewal</b></p> <p>12.1 The Company or the Employee may terminate this Contract by giving notice in writing to the other of not less than [one (1) month].</p>	<p><b>12- الإلغاء والتجديد</b></p> <p>12-1 يجوز للشركة أو الموظف إلغاء هذا العقد بموجب تسليم إخطار كتابي للطرف الآخر بمدة لا تقل عن [شهر واحد (1)].</p>

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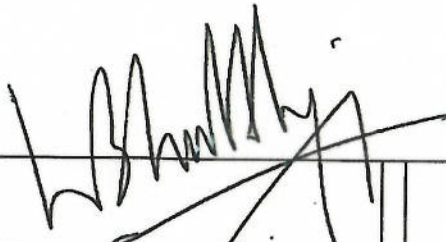



<p>12.2 The Company may terminate the Employee's employment immediately without notice on the ground provided under Article 120 of Federal Labor Law.</p> <p>12.3 If by reason of misconduct, misbehavior or lack of integrity the Employee does not perform his/her basic duties under this Contract and persists in breaching them despite having been warned that he/she will be dismissed if such behavior continues, the Employee may be liable to immediate dismissal without any further notice.</p> <p>12.4 This Contract shall be renewed automatically unless either party notifies the other in writing of his/her desire to terminate in accordance with Clause 12.1 above.</p>	<p>2-12 يجوز للشركة إلغاء عقد الموظف على الفور دون إنذار بموجب أحكام المادة 120 من قانون العمل الاتحادي.</p> <p>3-12 في حالة عدم قيام الموظف بتأدية مهامه الأساسية بموجب هذا العقد بسبب سوء السلوك أو سوء التصرف أو الافتقار إلى الكفاءة وإصراره على الإخلال بها على الرغم من تحذيره من مقبة فصله في حالة استمرار هذا السلوك، يتحمل الموظف المسؤولية عن فصله على الفور دون أي إنذار.</p> <p>4-12 يتجدد هذا العقد تلقائياً ما لم يتم أي من الطرفين بإخطار الطرف الآخر كتابياً برغبته في إلغاء العقد وفق البند 1-12.</p>
<p>13. End of Service Benefits</p> <p>Upon expiration or sooner determination of the Contract, the Employer will pay the Employee end of service benefits at the rate of 21 days for each year of continuing service (this should not be less than as stipulated in the Federal Labor Law.</p>	<p>13- مكافأة نهاية الخدمة</p> <p>عند انتهاء أو إلغاء العقد مبكراً، يلتزم صاحب العمل بأن يدفع للموظف مكافأة نهاية خدمة بمعدل يوم عن كل سنة من الخدمة المتواصلة (يلزم ألا يقل ذلك عن المنصوص عليه في قانون العمل الاتحادي).</p>

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<p>14. General Provisions</p>	<p>14- أحكام عامة</p>
<p>14.1 This Contract contains the full agreement between the Company and the Employee regarding the provisions and conditions of the employment relationship. It replaces all previous agreements.</p>	<p>1-14 يشكل هذا العقد الاتفاق الكامل بين الشركة والموظف بخصوص أحكام وشروط علاقة العمل، ويحل محل كافة الاتفاقيات السابقة.</p>
<p>14.2 The validity of this Contract is further subject to sponsorship of the Employee being obtained pursuant to the Employment Regulations or approval being obtained from the Employment Regulations.</p>	<p>2-14 تخضع صلاحية هذا العقد لكفالة الموظف التي يتم الحصول عليها طبقاً للوائح للتوظيف أو الموافقة التي يتم الحصول عليها من لوائح التوظيف.</p>
<p>14.3 Any amendment to this Contract must be made in writing in order to be legally valid.</p>	<p>3-14 أي تعديل على هذا العقد يجب أن يتم كتابة ليكون ملزماً قانوناً.</p>
<p>14.4 Each party declares having received a copy of this Contract duly signed by both parties.</p>	<p>4-14 يقر كل طرف بأنه تسلم نسخة من هذا العقد موقعة حسب الأصول من قبل الطرفين.</p>
<p>14.5 This Contract shall be governed by and be construed in accordance with the Laws of the Emirate of Dubai and the United Arab Emirates and the courts in Dubai shall have a non-exclusive jurisdiction to hear and determine all disputes arising under this Contract, subject to the provisions of (resolution of Labour Disputes) of the Employment Regulations.</p>	<p>5-14 يخضع هذا العقد لقوانين إمارة دبي والإمارات العربية المتحدة ويُفسر وفقاً لها، ويلزم أن تتمتع محاكم دبي بالاختصاص القضائي غير الحصري للنظر والنصل في كافة النزاعات التي تنشأ بموجب هذا العقد، مع مراعاة أحكام لوائح للتوظيف فيما يتعلق بـ (النصل في النزاعات العمالية).</p>

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<p> Signed by: _____ Arunava Bhattacharjee Sr. Director – Human Resources For and on behalf of the Company</p>	<p>التوقيع: _____  نيابة عن الشركة</p>
<p>I, the undersigned, confirm my acceptance to the above terms and conditions.</p> <p>Signed by:  Vigneswaran Muruganandam the Employee</p>	<p>أنا الموقع أدناه، أؤكد قبولي للشروط المذكورة أعلاه.</p> <p>التوقيع: _____  الموظف</p>





June 26, 2014  
Vigneswaran Muruganandam  
No 10, 3rd street, Bazzar Nagar,  
Avadi, Chennai – 600054.

Dear Vigneswaran Muruganandam;

Further to our letter of June 26, 2014 confirming our offer and attached form of employment contract, this addendum sets out certain additional terms to be included in that employment contract between you and us. By signing a copy of this letter and returning it to us, you agree that the terms set out herein be incorporated into the employment contract between you and us and you agree to be bound by the same.

In the event of any conflict or inconsistency between the terms of this letter and the employment contract, the terms of this letter shall prevail.

The following terms shall be added to your employment contract:

Addendum to Clause 2

- There will be no probation period applicable for you for your assignment in UAE.

Addendum to Clause 3

- The Employee shall report to his/her defined supervisor. The name of the supervisor will be communicated to the Employee and may change from time to time.
- In the event the Company deems it necessary due to business reasons or other reasonable grounds, the Company reserves the right to change the Employee's aforementioned title, position, duties or responsibilities.
- The Employee will not during his/her employment with the Company, except with the written consent of the Company, be directly or indirectly engaged, concerned or interested in any other business or occupation whatsoever.

Addendum to Clause 4

- The Company operates on a five (5) day working week. As such, the Employee's working hours will be from 9.00 a.m. to 6.00 p.m., from Sunday to Thursday with a one (1) hour lunch break. These working hours are adjustable to meet the requirements of both clients and the Company.
- As a Programmer Analyst, the Employee may be required from time to time for business reasons to perform work outside of his/her normal working hours. The Employee accepts that his/her role will require the Employee to work beyond ordinary working hours for the proper discharge of his/her duties. The Employee confirms and accepts that he/she is exempt from overtime payment in accordance with the UAE Labour Law as may be amended from time to time (the "Labour Law").]

Addendum to Clause 5

- The Employee is entitled to sick pay which is available pursuant to the Labour Law.
- If the Employee is absent from work due to sickness or injury he/she must:
  - a) notify [his/her immediate line manager] before on the first morning of absence, and if absent for more than one day, keep [his/her immediate line manager] regularly informed of the expected duration of his/her absence;
  - b) provide the Company with a medical certificate from a qualified medical practitioner approved by the Company for periods of sickness absence [of longer than two days];



- c) If requested by the Company undergo a medical examination at the expense of the Company with a medical practitioner nominated by the Company; and
- d) If requested by the Company give written permission to the Company to have access to any medical or health report in its complete form prepared by any health professional on the Employee's physical or mental condition.]
- Cognizant believes all employees require certainty their health needs and those of their dependants are provided for adequately. Cognizant therefore provides fully paid health insurance for all employees as part of Cognizant employment offer.

**Addendum to Clause 6**

- Annual paid vacation days can be provided in half-day units.
- Annual leave may only be taken if the Employee gives his/her supervisor as much notice of his/her proposed leave dates as is reasonably possible. Whilst every effort will be made to accommodate the Employee's leave request, the Company reserves the right to refuse if the date interferes with the normal operation of business.
- Un-used leaves of the previous year will only get carried forward to the next year and if still not utilized during the current year would lapse. The carried forward leaves would not be encashed should the associate resign or return back to base on assignment completion.
- Leave encashment would be applicable to the un-used annual leaves for the current year only. Leaves would get encashed should the associate resign or return back to base on assignment completion.
- On termination of the associate's employment if he/she has taken more holiday than his/her pro rata holiday entitlement the associate will be required to repay (including by way of deduction from any monies which would otherwise be payable to the associate) to the Company any salary received in respect of the excess.
- Already there as 6.4 clause
- The Employee may be required by the Company to take any accrued but untaken holiday during his/her notice period.

**Addendum to Clause 12**

- The Company reserves the right to make a payment in lieu of any notice period or request that the Employee does not attend his/her place of work for any part or the duration of his/her notice period.
- Upon the termination of the Employee's employment with the Company due to whatever cause(s), the Employee shall return all the Company's property which may be in his/her possession at that time to the Company immediately.
- The mandatory retirement age for full time regular employment is 60.
- On the termination of the Employee's employment he/she shall execute all documents necessary in order to cancel his/her work permit and residence visa (and the residence visas of his/her Immediate Family).
- After notice of termination has been given either by the Employee or the Company the Employee agrees to cooperate with the Company to effect a smooth transition of the Employee's responsibilities and to ensure that the Company is aware of all matters being handled by the Employee.
- If the Employee is an expatriate, the Employee's final salary payment will include any end of service gratuity payment owed under UAE Labour Law. For the avoidance of doubt the Employee's entitlement to an end of service gratuity payment is non contractual.
- If the Employee is an UAE national, a pension contribution will be paid monthly in lieu of end of service gratuity pay to the UAE Pensions Department in Dubai as directed by the Ministry of Labour.
- The Company will bear the cost of repatriation for the Employee and [his/her family] to their point of origin or other mutually agreed place. Repatriation costs, excluding the travel allowance, will be limited to the cost of a single airfare to their point of origin. If the employee joins another company in the UAE the Company will not be responsible for any repatriation costs.

**Addendum to Clause 13**

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In the case of an employment agreement for a unlimited term, an employee who completes one year or more in continuous service shall be entitled to gratuity at the end of their service. The gratuity shall be calculated as follows:

- 21 days wages for each year of the first five years.
- 30 days wages for each additional year on condition that the total of the gratuity does not exceed the wages of two years.

**Additional clauses to the Terms & Conditions of Employment**

1. The Company expects a certain level of performance from all employees; these will be communicated to the Employee. Throughout the term of employment, the Company may provide verbal and written evaluations of the Employee's performance of his/her assigned duties.
2. If there are any problem areas with the Employee's performance, the Employee shall be given counselling and an opportunity to correct such problem areas. The Company shall follow the Disciplinary Procedures in the Rules of Employment.
3. The Company holds personal information relating to the Employee. By signing this contract of employment the Employee consents to the Company processing, both manually and by electronic means, both inside and, where necessary, outside the Middle East, the Employee's personal and sensitive personal data, for the purposes of the administration and management of his/her employment and/or the Company's business.
4. "Processing" includes anything that can be done with or in relation to data. It includes obtaining, recording, holding the data and carrying out operations on the data including organising, erasing or disclosing.
5. "Sensitive personal data" Includes, but is not limited to, medical information for the purpose of the Employee's employment and fitness to carry out his/her duties and data regarding sex, marital status, race, ethnic origin or disability for the purpose of monitoring to ensure equality of opportunity within the Company.
6. The Employee acknowledges that he/she may have access to personal and sensitive personal data during his/her employment with the Company relating to other employees and he/she agrees to comply with the Company's data protection policy, as notified to him/her from time to time, at all times with regard to the transfer of data to the US, the EEC and other countries.
7. The Employee agrees and consents to the Company monitoring and recording his/her use of the Company's electronic closed circuit televisions and/or telecommunications systems to ensure compliance with applicable UAE laws and for the Company's legitimate business purposes.
8. 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.
9. 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.
10. You must do all things reasonably requested by Cognizant to enable Cognizant to obtain full benefit of these intellectual property rights.
11. 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.
12. 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.
13. 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.
14. The Employee shall indemnify the Company against any claims, actions or losses arising from any allegation that his/her employment with the Company conflicts with or constitutes a breach of any obligation the Employee may have with his/her prior employer or any other person or entity.





15. The Employee covenants not to, presently or in the future, assert any claims or causes of action against, defame, injure or damage the good name or reputation of, or obstruct or interfere with the business operations of the Company, its employees, directors, officers, agents, affiliates and related organizations, clients, in Dubai, or anywhere in the world in connection with his/her employment with the Company or termination thereof.

**Residence Visas and Background checks**

16. This employment contract is expressly dependent upon the Employee being medically fit to reside and work in the United Arab Emirates ("UAE") and upon the same being, and continuing to be permitted by the competent authorities in the UAE (including but not limited to the Dubai Technology and Media Free Zone Authority ("TECOM")) (the "Authorities") and upon the employee holding and continuing to hold a valid residence visa and work permit and any other requisite consents, approvals and authorisations from the Authorities and the Employee complying with all other requirements (if any) of the Authorities arising out of his/her employment with the Company and otherwise.
17. The Company will take all reasonable steps required in order for TECOM to obtain a residence visa and work permit for the Employee [and residence permits for his/her spouse and dependant children residing with the Employee under the age of 18 (the Employee's "Immediate Family")].
18. The Employee agrees to provide the Company and/or TECOM promptly with such documents, information and assistance as it may require in obtaining or in anyway dealing with the Employee's residence visa and work permit [and the residence visas for the Employee's Immediate Family].

Cognizant Technology Solutions  
Overseas Corporation

Arunava Bhattacharjee  
Sr. Director – Human Resources

Date

The Employee:

Vigneswaran Muruganandam

Date

M. Vigneswaran