



PERMANENT EMPLOYMENT AGREEMENT

THE UNDERSIGNED:

- I. COGNIZANT TECHNOLOGY SOLUTIONS BENELUX B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), with its corporate seat and its place of business at Gustav Mahlerlaan 308, (1082 ME) Amsterdam, the Netherlands ("**Cognizant**");
- II. Amitava Sarkar, residing at 623 Charley Tooropgracht, 1112ZJ, Diemen, Netherlands, born on 7th December, 1981 ("**employee**").

Cognizant and employee will collectively be referred to as the "**Parties**".

THE PARTIES HAVE AGREED AS FOLLOWS:

1. POSITION AND DUTIES

- 1.1. Employee has been employed as a Sr. Manager - Projects, with designation Senior Manager, by Cognizant as from 1st June, 2020.
- 1.2. In general, Employee's base office location will be Netherlands. Employee agrees to carry out their duties to the best of employee's abilities and to follow the directions and instructions given by or on behalf of Cognizant. Acting reasonably, Cognizant is entitled to assign employee to a different location or position or to have them carry out other duties, provided that this location, position or these duties can be regarded as suitable in view of the training, experience and work of employee.

2. DURATION OF THE EMPLOYMENT

- 2.1. The employment agreement is entered into for an indefinite period.
- 2.2. This employment agreement will in any case expire without further notice on the day employee attains the fixed pensionable age that applies to the employee on the basis of the Dutch General Old Age Pensions Act (*Algemene Ouderdomswet*).

3. NOTICE OF TERMINATION

- 3.1. Each Party may terminate the employment agreement prematurely, with due observance of the provisions of the statutory notice period.
- 3.2. Notice of termination must be given in writing and is effective at the end of a calendar month.

4. SALARY AND HOLIDAY ALLOWANCE

- 4.1. Employee's salary amounts to € 6.925,21/- gross per month, based on a 40-hour workweek. Employee will be working 40 hours per week.

- 4.2. In the month of June, employee will receive an additional holiday allowance of 8.3% of the salary that was paid by Cognizant during the previous twelve months. The total annual salary including holiday allowance, based on a 40-hour workweek, is € 90.000,00/- gross.
- 4.3. After withholding all statutory and agreed upon taxes, contributions and deductions, Cognizant will pay the salary not later than the last day of every month by transfer to a bank account indicated by employee. Employee may (remain to) be eligible for the 30% tax-ruling, to be applied for by employee and as referred to in the Employee Handbook.
- 4.4. In accordance with Cognizant's policy employee remains to be eligible for a discretionary Target Bonus, with a target of € 10.000,00/-gross.

5. SALARY DURING INCAPACITY FOR WORK

- 5.1. In the event employee is unable to perform their work as referred to in article 7:629, paragraph 1, of the Dutch Civil Code, employee will remain, for a period of no more than 104 weeks, entitled to 100% of the salary including holiday allowance. After this period Cognizant will not be obliged to make any further payments during the disability of employee, unless the contrary might ensue from any statutory provision.
- 5.2. In the event of the incapacity of employee for work, employee will comply totally with the monitoring requirements of Cognizant as laid down in the Employee Handbook and undergo, whenever considered necessary by Cognizant, a medical examination by a physician appointed for that purpose by or on behalf of Cognizant and its Health and Safety Service (*Arbodienst*).

6. HOLIDAYS

- 6.1. Employee is entitled to 25 days of holiday per calendar year, based on a 40-hour workweek.

7. PENSION

- 7.1. Employee has joined Cognizant's pension scheme and employee and Cognizant have entered into a pension agreement pursuant to the scheme's terms and conditions, a copy of which is accessible through the portal accessible via the link in the Employee Handbook. This pension scheme is a defined contribution agreement (*premieovereenkomst*). Employee declares that employee has been informed of the regulations and agrees to comply with the obligations stated therein, among which payment of the agreed contribution. As mentioned in the scheme's terms and conditions, Cognizant is entitled to unilaterally amend the scheme's terms and conditions (article 19 Dutch Pension Act (*Pensioenwet*)) and has made the payment reservation as mentioned in article 12 Dutch Pension Act.

8. EXPENSES

Ordinary expenses

- 8.1. In line with Cognizant's Travel and Expense policy, expenses incurred by employee in the performance of their professional duties will be reimbursed upon submission of supporting documentation, if and insofar as these expenses are considered reasonable by Cognizant.
- 8.2. For internet at home and other expenses that are not covered by Cognizant's Travel and Expense policy, employee will receive a fixed compensation of € 35 net per month.

Commuting expenses and business travel

- 8.3. In line with the Employee Handbook, employee is entitled to a per-kilometre allowance for commuting purposes, with a maximum of 45 kilometres one way.
- 8.4. Travel for business purposed by public transport or by employee using employee's own car, is reimbursed to employee in line with Cognizant's Travel and Expense policy.

9. COMPANY PROPERTY AND DOCUMENTS

- 9.1. Cognizant has made a laptop and mobile phone available to employee for the performance of their duties. The provisions laid down in the Employee Handbook relating to the use of company property apply.
- 9.2. Employee will not in any way privately have or hold any documents, correspondence or data carriers (or copies or back-ups thereof) received in connection with their activities on behalf of Cognizant, unless required for the performance of employee's duties for Cognizant. When the employment ends or employee becomes inactive for whatever reason, employee will immediately and without the need for a further request submit to Cognizant any such documents, correspondence and data carriers (and copies or back-ups thereof).

10. INSURANCE

- 10.1. Employee and employee's spouse may voluntarily participate in the collective (basic) health insurance plan taken out by Cognizant, according to the terms as laid down in the Employee Handbook.
- 10.2. Employee will participate in the collective disability pensions in relation to salary in excess of the maximum salary for Dutch social security purposes (*WIA-excedent verzekering*) and to cover the income-gap that arises when the Dutch social security coverage reduces to a percentage of the minimum wage (*WGA-hiaat verzekering*), which Cognizant has taken out. The costs of these insurances will be borne by Cognizant.

11. PROHIBITION ON PERFORMING ADDITIONAL DUTIES

- 11.1. Employee will refrain from accepting or performing duties, paid or unpaid, other than employee's duties within the scope of the current employment, unless employee has been given prior written permission to do so by Cognizant through the process laid down in the Employee Handbook.

12. OBLIGATION OF CONFIDENTIALITY

- 12.1. During the course of the employment and after the end of the employment for whatever reason, employee will not in any way disclose to anyone (including any other employee of Cognizant, unless disclosure to this employee is necessary and in connection with such employee's activities as an employee of Cognizant), decompile or reverse engineer, any trade secrets or confidential information that concerns the activities or any aspect of the business carried out by Cognizant, of which employee obtained knowledge as a result of employee's activities for Cognizant and of whose confidential nature employee was or should have been aware.
- 12.2. This obligation of confidentiality also applies to particulars or information from Cognizant's Customers, Customer Prospects, Vendors, as defined in the Employee Handbook, and any other business partners of Cognizant.

13. USE OF INTERNET AND SOCIAL MEDIA

- 13.1. Employee is bound by Cognizant's social media guidelines.
- 13.2. During working hours as well as when using company property, employee is prohibited to visit websites or online apps with violent, offensive, sexual and/or pornographic nature or websites where files can be illegally down- or uploaded.

14. NON-COMPETE CLAUSE

- 14.1. During the employment and for a period of one (1) year after termination thereof for whatever reason, employee will not, without prior permission from Cognizant, directly or indirectly, either on their own or for others, anywhere in the Netherlands, be active in or associated with a Competitor (as listed from time to time in the Employee Handbook), nor act, directly or indirectly, as an intermediary in any way whatsoever, nor be in any form active in or associated with any Customer or Customer Prospect (as defined in the Employee Handbook) of Cognizant, with whom employee had Material Contact (as defined in the Employee Handbook) during the last twelve (12) months of employment with Cognizant ("**Restricted Activity**").
- 14.2. The foregoing obligation shall not prohibit employee from acquiring an interest in a business entity of which the securities are traded in a generally recognized stock exchange and that is engaged in the Restricted Activity, provided that such interest shall not exceed 2% (two per cent) of the shares or certificates of shares ordinarily entitled to vote in the general meeting of said business entity.
- 14.3. For the purposes of this clause, the Restricted Activity includes any expansion, differentiation or innovation in the business of the Cognizant, actually commenced or fully developed, but not yet marketed by the Cognizant at the date this employment agreement is terminated.
- 14.4. If this stipulation becomes invalid at a certain point in time, for example due to an amendment to an act, then Parties will reciprocally agree to an amended stipulation that corresponds to the current stipulation to the extent possible.
- 14.5. Employee acknowledges Cognizant's interests and accepts this non-compete clause in relation thereto.

15. NON-SOLICITATION AND NON-POACHING CLAUSE

- 15.1. During the employment and for a period of twelve (12) months after termination for whatever reason, employee will not, without prior permission from Cognizant:
 - a. directly or indirectly, either on their own or for others, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee of Cognizant, with whom employee had a business relationship during the last two (2) years of employment with Cognizant, to terminate their employment relationship with Cognizant;
 - b. directly or indirectly, solicit or attempt to solicit any business from any of Cognizant's Customers or Customer Prospects, with whom employee had Material Contact (as defined in the Employee Handbook) during the last twelve (12) months of employment with Cognizant.

16. INTELLECTUAL PROPERTY

- 16.1. Subject to the Dutch Copyright Act (*Auteurswet*), all rights to works made by employee during the employment belong to Cognizant, including drafts, drawings, reports, notes, documents, articles, books, audio and video tapes and computer software, if and insofar as these are related to the field in which employee performs or has performed activities for Cognizant during a period of two (2) years prior to the works being made ("**Works**").
- 16.2. Employee furthermore declares that employee is aware that their position and activities involve the exercise of special knowledge to make inventions (in the widest sense) and to invent improvements that include, but are not restricted to, processes, products, and equipment that are related to the materials, services, products and production processes used by Cognizant ("**Inventions**"), and that in the determination of employee's salary the circumstance of employee being able to come up with such inventions was taken into account. Any Invention related to the field in which employee performs or has performed activities for Cognizant during a period of two (2) years prior to the Invention being made, made either during or outside of working hours, will at all times and for all purposes be considered to have been made by employee on behalf of and for the benefit of Cognizant.
- 16.3. Any rights to works or Inventions made by employee during the course of outside activities for which employee received prior approval from Cognizant as referred to in clause 11 of this employment agreement, will belong to employee.
- 16.4. If and to the extent necessary, and if and to the extent the rights to the Works and Inventions do not already belong to Cognizant by operation of law, employee hereby transfers to Cognizant all rights pertaining to anything they independently or in co-operation with others invents or makes at any time (whether during working hours or not), including rights that are not capable of being patented; or if it turns out that this is not the case, employee will transfer such a right to Cognizant immediately upon request as soon as it has been created.
- 16.5. With regard to the Works and Inventions, employee will:
- a. treat all information regarding them with confidentiality, as meant by the confidentiality clause in this employment agreement, and will act accordingly;
 - b. keep full and careful records regarding them and these records will be the property of Cognizant;
 - c. sign patent applications related to them for all countries that protect such Inventions and give any reasonably required assistance to Cognizant or its representatives or advisers with the drafting of such applications;
 - d. if requested, co-operate with all the formalities (including but not restricted to the signing of all transfer deeds or other documents) that must be carried out to enable Cognizant to obtain patents in its own name on those Inventions and whereby employee will be entitled to be mentioned as the inventor in the patent application in question;
 - e. act as a witness in legal actions and proceedings with regard to such Inventions; and
 - f. refrain from applying for patents for them, even if Cognizant wishes to keep such Inventions a secret or decides, for whatever reason, not to apply for a patent.

- 16.6. Employee acknowledges that the salary includes a reasonable compensation for any possible deprivation of any intellectual or industrial property rights. To the extent legally permitted, employee hereby waives any right to additional compensation with respect to the Works and Inventions.
- 16.7. For those Works that belong to Cognizant, employee waives the moral rights to have their name on the work as well as the right to oppose alterations by Cognizant of (the title of) the Works.

17. DATA PROTECTION

- 17.1. In connection with employee's employment with Cognizant, Cognizant will process certain personal information about employee and their dependents. The personal information that Cognizant will process, the purposes why Cognizant processes that personal information, and the rights employee can exercise over Cognizant's use of the personal information, are explained in Cognizant's Associate Privacy Notice, as may be updated from time to time, the current version of which is located at <https://www.cognizant.com/about-cognizant-resources/global-associate-privacy-notice.pdf> and attached to the Employee Handbook.
- 17.2. Employee must comply with Cognizant's data protection and information security policies, each as updated from time to time. In addition, if working on a customer account, employee must comply with all applicable customer data protection and information security policies made available to employee.
- 17.3. Employee must only access and process personal information relating to Cognizant staff, customers, suppliers and other third parties as necessary for the performance of their role and strictly in accordance with applicable data protection laws. Employee must protect the confidentiality of that personal information at all times. Employee must protect and keep confidential any such personal information in accordance with the confidentiality provisions of this employment agreement and, for these purposes, such personal information will be deemed Cognizant's "confidential information" as referred to in clause 12.

18. PENALTY CLAUSE

- 18.1. If employee does not fulfil the obligations under clauses 11, 12, 14, 15, 16 and 17 in this employment agreement, employee will to the extent required notwithstanding article 7:650, paragraphs 3, 4 and 5, of the Dutch Civil Code and without notice of default, be subject to the requirement to pay to Cognizant a penalty of € 25,000 for each violation and also a penalty of € 2,500 per day for each day that employee remains, despite a warning, in violation of the aforementioned obligations, none of which will prejudice the right of Cognizant to demand performance of the terms of this employment agreement or to claim full compensation instead of the penalty payments.

19. EMPLOYEE HANDBOOK

- 19.1. The Employee Handbook used by Cognizant forms an integral part of this employment agreement. Employee declares that employee has received a complete copy of the Employee Handbook. Notwithstanding compliance with the Dutch works councils act (*Wet op de ondernemingsraden*), Cognizant is entitled to unilaterally change, supplement or withdraw the provisions of the company scheme. Employee is at all times bound to such a change, supplementation or withdrawal.

20. MODIFICATION OF THE EMPLOYMENT AGREEMENT

- 20.1. Cognizant may at all times modify one or more parts of this employment agreement after consulting with employee, but only if and insofar as Cognizant has such a considerable interest (*zwaarwichtig belang*) in such modification that - in comparison to the interests of employee that might be harmed by such modification - Cognizant's interest must to standard of reasonableness and fairness (*redelijkheid en billijkheid*) prevail.

21. APPLICABLE LAW

- 21.1. This employment agreement is governed by Dutch law.

Agreed on and signed in duplicate in Amsterdam on 1 March 2021



Cognizant Technology Solutions Benelux B.V.
Ido Shikma, Senior Director – HR

Amitava Sarkar