

In consideration of Cognizant Technology Solutions India Private Limited (“COGNIZANT”) furnishing to me an American Express Corporate Card (the “AMEX Card”) and intending to be legally bound, I, the undersigned Corporate Cardmember, acknowledge and agree as follows:

1. I shall use the AMEX Card only for COGNIZANT business travel expenses and agree that the AMEX Card must be used to pay for airline tickets in order for me to be reimbursed by COGNIZANT.
2. I agree to report actual business expenses at least monthly (unless travel is less frequent) and to obtain prior management approval for expense items not covered by COGNIZANT’s Travel Expense Policy.
3. I am fully liable and shall indemnify COGNIZANT for all personal charges on my AMEX Card and all charges not properly submitted on a time and expense report. I herewith agree and shall submit timely expense reports to ensure full payment of all charges(minus disputed charges properly reported) by the due date indicated on each statement.
4. I will not be reimbursed by COGNIZANT for delinquency or finance charges.
5. I understand and agree that AMEX Card accounts 90 days or more past due will be reviewed by COGNIZANT Management.
6. I understand and agree that COGNIZANT may pay American Express the balance due on delinquent accounts at 110 days past due:
  - a. If I am still employed by COGNIZANT at that time, I understand that COGNIZANT will by providing me a seven (7) days prior written notice by email deduct the delinquent amount from my monthly salary/compensation payable to the extent possible and subsequently remit it to AMEX card account and this process will continue until the entire dues of the AMEX card account are duly settled. Cognizant may, in its sole absolute discretion, provide me an option for: (1) arrangement of an alternative direct payment to American Express for the entire balance due by a date agreed upon in writing with COGNIZANT and with the requirement of providing to COGNIZANT proof of such payment; or (2) resignation from employment of COGNIZANT;
  - b. If my employment with COGNIZANT has terminated for any reason and there is a balance due on my AMEX Card account, I understand and agree that COGNIZANT may deduct the balance due on my delinquent account from any compensation due to me from COGNIZANT including, but not limited to, wages, salary, accrued and unpaid vacation benefits, severance and/or bonus payments of any kind; and
  - c. If the compensation described in (b) above is insufficient to reimburse COGNIZANT for the delinquent balance due, I understand that COGNIZANT may recover such delinquent balance by lawsuit or by such other means or combination of means as COGNIZANT deems necessary.
7. If I submit expenses that are not in compliance with COGNIZANT’s Travel Expense Policy, I risk delayed, partial, or forfeited reimbursement. I agree that significant abuse of the AMEX Card may result in disciplinary action, including termination.
8. At such time as I cease employment with COGNIZANT, I must provide proof of expense report submission and reconciliation of all outstanding AMEX Card charges. I understand that my failure to do so may result in COGNIZANT deduction of the outstanding balance or taking such other action as described in subparagraphs (b) and (c) above.
9. I understand and agree that I am permitted to use the AMEX Card only for business expenses and that use of the AMEX Card for personal charges is strictly prohibited.
  - a. I understand and agree that if I make any personal purchases (i.e., transactions for the benefit of anyone or anything other than COGNIZANT) in violation of this Agreement, the amount of such purchases is an advance of future wages payable to me, that COGNIZANT may deduct that amount in equal installments from my next month’s salary/compensation, and that if there is a balance remaining after such deduction, COGNIZANT may deduct the balance of the wage advance from my future salary until the amount is repaid in full.
  - b. I further agree that if I make any non-personal transactions in violation of the COGNIZANT’s Travel Expense policy or any other applicable COGNIZANT policy(ies) or COGNIZANT’s Code of Conduct, i.e., incur financial liability on COGNIZANT’s part that is not within the scope of my duties or my authorization to make business-related purchases, I am financially responsible and shall indemnify COGNIZANT for any such expenses and agree to reimburse COGNIZANT via wage deductions or such other mode as COGNIZANT may direct for such amounts until the unauthorized amounts are fully repaid.
  - c. Such deductions will be in the amount of the unauthorized purchase(s), unless one of the following applies: (1) such amount would take my pay below minimum wages as prescribed by applicable law or (2) my jurisdiction prohibits such lump sum deductions. If either (1) or (2) apply, the deductions will be in two or more equal increments that will not take my pay below minimum wages as prescribed by applicable laws or be otherwise limited to satisfy the laws of my jurisdiction.
10. I herewith understand and agree to promptly report upon having knowledge of any misuse of my American Express Account to COGNIZANT. I shall also immediately notify COGNIZANT upon any loss or theft of my AMEX Card.
11. I herewith understand and agree to promptly, without any delay, repay any overdue payment.
12. Data Protection: I understand and agree that COGNIZANT and AMEX shall share data related to authorization, approval and transactional expenses for the purpose of this Agreement. I acknowledge reading & understanding the privacy policy/notice, terms and conditions of AMEX, before disclosing my personal data to Amex. I agree neither to hold COGNIZANT nor to hold its management, employees etc. liable for any breach resulting into damages, penalty, fine etc. from any acts/omissions, negligence of AMEX. I shall be solely responsible for reading, understanding, verifying and undertaking the necessary terms and conditions of AMEX before I give out my personal information to AMEX. I understand and acknowledge that AMEX only is responsible for security of my personal information.
13. Liability – I herewith understand and agree that I as a Cardmember shall be jointly and severally liable for all Charges incurred on my Corporate Card Account and I shall notify COGNIZANT of any alleged billing errors or disputes within thirty (30) days of the date such Charges first appear on a monthly statement.

I, the undersigned, agree to and accept this Agreement, and expressly state that I intend to be legally bound to the terms and obligations of this Agreement.

EMPLOYEE

Name (Print)\*:

Title\*:

Date\*:

If I do not submit this Agreement, I realize that my application will be not be submitted, and I will not receive a Corporate Card.