



Cognizant

Cognizant Technology Solutions
India Pvt. Ltd.
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August 21, 2012

Prashant Kumar,
Engineer Trainee – IT IS

Dear Prashant Kumar:

Welcome to Cognizant! This is to inform you that effective **August 21, 2012**: your annual total compensation is **Rs.301,500/-**. This includes an annual incentive up to **Rs.20,000/-** and an amount of **Rs.11,500/-** towards Medical, Accident Insurance and Gratuity. The incentive amount may vary, depending on Cognizant's performance and your performance. Other details of your compensation are presented in **Annexure A**.

Please keep the details of your compensation confidential, and if the need arises, discuss it only with your Manager.

Wishing you the very best.

Yours Sincerely,

For Cognizant Technology Solutions India Private Limited.,

J R Sriram

Sriram V Rajagopal
VP – Human Resources



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Annexure A

Name: Prashant Kumar

Designation: Engineer Trainee – IT IS

| Sl. No. | Description | Monthly | Annual |
|----------------------------------|--|----------------|------------------|
| 1 | Basic | 7875 | 94,500 |
| 2 | HRA @ 60 percent of the Basic* | 4,725 | 56,700 |
| 3 | Special Allowance* | 6,905 | 82,860 |
| 4 | Conveyance Allowance* | 800 | 9,600 |
| 5 | Medical Allowance* | 1,250 | 15,000 |
| 6 | Company's contribution of PF @ 12% of the Basic | 945 | 11,340 |
| 7 | Incentive Indication (approx)** Company's contribution towards benefits such as Medical, Accident Insurance and Gratuity. | | 20,000 11,500 |
| Annual Total Compensation | | | 301,500 |

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage of Rs. 1,00,000 per annum for self and maximum of 3 non-earning dependants.
- Round the Clock Personal Accident Insurance coverage.
- Gratuity, on separation after 5 years of continuous service, payable as per Payment of Gratuity Act.

* Flexible Benefit Plan: Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

- Choose from a bouquet of allowance or benefits
- Redefine your salary structure within prescribed guidelines
- Optimize your earnings

** The Incentive amount will be lower or higher, as the case maybe depending upon your performance and that of company. It will be subjected to your being present on company rolls as of December 31.

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 in future.

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 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 need to undergo an initial technical training named as Campus Associate Training Program ('CATP') for a stipulated time frame of 14 weeks. The continuation of your employment is conditional upon the successful completion (securing min. 60% in each of the modules) of the training assessments - part of the CATP to the reasonable satisfaction of the Company ('CATP completion'). Failure to clear the assessments in 3 (Three) consecutive attempts (1 Module test + 2 re-tests) will lead to the immediate termination of your employment with the Company.
- b. You will 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 the Company's requirements from time to time; and
- II. Successful clearance of the Dovetail assessments (securing 60% in both Phase-I & II) within 12 months and in not more than 2 (Two) attempts. Dovetail is a 1 (one) year self-learning and assessment program that is aimed to develop structured technical competency for the trainees. Failure in clearing the Dovetail may also result in the immediate termination of your employment with the Company; and



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III. Certificate from your supervisor ('Supervisor') certifying that you are performing the duties and obligations in a satisfactory manner. Further, the Supervisor reserves the complete right to confirm / defer / refuse the confirmation.

c. You will be placed on a Performance Improvement Plan ('PIP') for such period not more than 2 (two) months, which will be communicated to you by the Company, in case the confirmation of employment is refused to you on the grounds as mentioned in section 2 (b) (i) above. Failure to attain the required performance standards during the PIP shall lead to immediate termination of your employment.

3. Duties

- a. During working hours, you shall use your best energies and abilities to serve the Company faithfully. 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



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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, while undergoing the Campus Associate Training Program (CATP), you will be subject to a normal working hours from 9 am to 6 pm from Monday through Saturday. You may also be required to work on a shift basis that comprises eight (8) working hours and a break for an hour. 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

You shall adhere to Company's dress code while at work. The dress code is reflective of the Company's professional standards in its approach to work and how it relates to its customers, suppliers and competitors.

Monday to Thursday:

Gentlemen: Neatly pressed half/ full sleeved collar shirts tucked into trousers and well polished formal black or brown leather shoes.
Ladies: Indian formals (e.g. Saree, Salwar/ Churidhar, Kameez with appropriate footwear), Western formals (e.g. collared shirts with trousers, full length skirts and appropriate footwear)

Friday:

Gentlemen: Single colored full length jeans, collared t-shirts and sports shoes.

Ladies: Single colored full length jeans, full length skirts, t-shirts, tops and appropriate footwear.

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, finance 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
- 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 the notice pay ('Notice Pay') (calculated on the basis of your last drawn Annual Gross Compensation) in lieu of the shortfall in Notice Period.
- 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 Notice Pay (calculated on the basis of your last drawn Annual Gross Compensation) in lieu of the Notice Period starting from the date, which Company informs you the decision on. Company may terminate your employment without cause by giving 60 days Notice Period or Notice Pay in lieu of the Notice Period at the sole discretion of the Company.

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:



Employee Intellectual Property Assignment Agreement

In continuation of the employment agreement executed by me as part of my joining formalities and in consideration of:

- a. my employment with Cognizant Technology Solutions India Pvt Ltd (together with its affiliates "Cognizant"); and
- b. the fact that I may have access to Cognizant and its customer information and technical data which is confidential and sensitive in nature;

I agree as follows:

1. I agree to promptly disclose to Cognizant all intellectual property (including inventions, copyrightable works, computer software, technical know-how and trademarks) conceived, invented, authored, or reduced to practice ("developed") by me, either solely or jointly with others, during the term of my employment with Cognizant.
2. Cognizant Intellectual Property:
2.1 During the course of my employment with Cognizant, I have been possessed of or familiar with Cognizant's confidential information including and relating to, but not limiting to, identity, personnel, customers, vendors, their present and future requirements, pricing, terms and conditions of contracts and transactions between the customers and vendors, patents, trademarks, copyrights, inventions, prototypes, models, drawings, discoveries, concepts, trade secrets, formulas and systems that relate to their business and that are not a matter of public record, specifications, process information and other technical information used in the business and business plans of Cognizant. I hereby agree that no part of such confidential information will be disclosed by me to any person without the prior written approval of Cognizant. I agree to maintain strict confidentiality in respect

2.6 I declare that I have not used Cognizant provided IT infrastructure & assets in any manner that violates/may violate Cognizant policies or causes/may cause any damage to Cognizant or brand image or goodwill of Cognizant. I declare that I shall return to Cognizant all materials, writings, equipment, models, mechanisms, and the like obtained from or through Cognizant, including, but not limited to, all confidential information, all of which I recognize is the sole and exclusive property of Cognizant.

3. Customer Intellectual Property:

If I had been deputed to any specific project(s) of customers during the course of my employment with Cognizant (whether directly or indirectly), I agree that subsequent to my employment with Cognizant I will fully, punctually and to the satisfaction of Cognizant and such customers comply with the rules and requirements relating to non-disclosure, confidentiality, security checks, policies and procedures or any other related matters as may be prescribed by such customers.

4. I represent and warrant to Cognizant that I am not a party to or otherwise bound by any agreement that may, in any way, restrict my right or ability to enter into this Agreement. Additionally, I agree that I will not reveal to my subsequent employer, or otherwise utilize in my employment with any subsequent employer, any proprietary trade secrets or confidential information of Cognizant or its customers / vendors.
5. This Agreement shall be governed by the laws of Republic of India. All disputes hereunder shall be resolved in the courts of competent jurisdiction in India. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.
6. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.