



28 Mar 2017
Sai Krishna Velpula
467035
Technology Specialist
Bangalore

Dear Sai Krishna Velpula

Congratulations on your new assignment. I am pleased to confirm your secondment from Cognizant Technology Solutions India Pvt. Limited ("CTS India"), to **Cognizant Technology Solutions Australia Pty Ltd**, ("CTS Host") during which time (the "Secondment") you will be working in **Australia**, ("Host Country"), at **Melbourne**. For the purposes of this letter, India will be the "Home Country".

The commencement date of this Secondment will be on **30 March 2017** ("**Secondment Start Date**") and, unless terminated earlier or extended by CTS India, it will end on **29 March 2018** ("Secondment End Date").

Employment relationship and contract

Employment relationship

While on Secondment, you will continue to be legally employed by CTS India and CTS India will have a lien over your employment. Although the employer's authority remains with CTS India, specific day-to-day instructions can be given by your CTS Host Manager according to the needs of business and the good execution of the services during the assignment. In this regard, it is expressly agreed that CTS India shall release you from all obligations and responsibilities in India

Contract

During the Secondment, unless expressly authorized to do so you shall have no right or authority to negotiate or conclude any contract, or incur any obligation or liability which shall be binding upon CTS India or any of its other affiliates including direct subsidiaries or branches.

Other than in relation to CTS India's right to require you to carry out services for it, the terms of (i) your offer letter with CTS India dated **03 November 2014** and any applicable policies (both as amended from time to time)(together being the "Offer Letter") will continue to apply. In particular, only CTS India will have and maintain the rights set out below and based on input from CTS Host, will determine those set out at (i) through (iv) below.

- (i) the right to terminate the employment relationship
- (ii) The right to exercise disciplinary procedures or sanctions
- (iii) the right to designate and/or substitute you as required by CTS Host
- (iv) the right to grant or approve all promotions, increments where applicable and make final decisions regarding other compensation matters related to you while in the host country

During the period of your Secondment you will continue to be bound by the Cognizant's Core Values and Standards of Business Conduct Policy, the Cognizant's memorandum concerning prohibition on disclosure of use of inside information, Cognizant's Acceptable Use Policy, its



Anti-Corruption and Bribery Policy and any other policies that are expressed to have global effect.

Termination and variation of Secondment

This Secondment will terminate automatically on the Secondment End Date unless you have been advised of an early termination by CTS India or an extension is expressly agreed in writing with you.

Your Secondment may be terminated by you or CTS India giving 4 weeks' notice in writing to the other. On termination of your secondment you will continue to be employed by CTS India on the terms of your contract of employment with CTS India.

CTS India may terminate the Secondment with immediate effect, if it believes – after notification by and in liaison with CTS Host – that you have breached any term of your Secondment, including the conditions set out at the top of this letter or committed any act of misconduct.

On the termination of this Secondment, however that comes about, the terms of this letter will no longer apply, and your employment will be subject to the CTS India terms only.

On the termination of your Secondment you will be required to return to Home Country (or such other location as may be agreed with you) immediately.

Data Privacy

CTS Host will handle all personally identifiable data that it processes about you according to the Data Privacy Act and its bylaws, and to CTS Host's policies on Personal Data Privacy.

You acknowledge that you are aware of and consent to CTS Host's processing and retention of personal information about you in order to administer your assignment. This comprises inter alia administration of management, any financial, visa or social security information we may need to process as well as reporting to public authorities. The personal information may be sent to CTS India or Cognizant in the USA for central filing. Cognizant in the USA complies with the Safe Harbor principles.

Personal information comprises inter alia name, age, photo, private contact details and other personal information, position, financial information, performance, goal achievement, previous work experience and job applications. By participating in or receiving any allowances, benefits or training or other programmes that may be offered to you from time to time, you are presumed to have consented to disclosure of the personal information to designated third parties, who wholly or in part deliver or administer the programmes.

You are entitled to demand, and have an individual duty to contribute to ensuring that the personal information we hold about you is correct and updated as necessary.

Exclusivity

To undertake work (paid or otherwise) for other organizations or conduct work on your own account in Home or Host Country for the duration of the Secondment and your contract of employment with CTS India, prior consultation is needed in order to assess if your requested activities are reconcilable with the activities for Cognizant.



Entire Agreement

Each party acknowledges and agrees with the other party that this agreement constitutes the entire agreement and understanding between you and CTS India on its subject matter and supersedes any previous arrangement, understanding or agreement (whether in writing or not) between you and CTS India relating to its subject matter. If, during your Secondment, there is any conflict between the terms of this agreement and the terms of your contract of employment with CTS India, the terms of this agreement will prevail.

At the time of entering into this agreement neither party has relied on any statement, representation, assurance or warranty of any person or third party (whether party to this agreement or not and whether in writing or not) other than as expressly set out in this agreement. The parties further agree that no variation of this agreement shall be valid unless it is in writing and signed or agreement to such variation is acknowledged in writing by or on behalf of each of the parties.

The terms of this agreement are subject to Indian law, and the parties agree to submit to the exclusive jurisdiction of the Courts of India.

If you have any questions regarding the Secondment, either now, or during the term of the Secondment, please feel free to contact your Talent Manager.

Please countersign this letter to confirm your agreement with its terms. You should retain one copy for your records, and return the countersigned copy.

Yours sincerely

Satish Jeyaraman

VP – Human Resources

I confirm that I understand and agree to the terms of this letter and Annexure attached herewith.

Associate Name & Associate ID

.....

Date:



Annexure

India Benefits during Secondment

CTS India Payroll

Your CTS India payroll will be suspended and all compensation will be delivered in accordance with the terms of the Secondment letter issued to you by CTS Host.

Leave

Your leave accrual in India will be suspended while on Secondment and will get regularized on return to India. You can use all the accumulated leave in India, if you return in the same year or next year, depending on the leave type. Please refer to the India Leave Policy for more details.

Social Security Contribution

As you are traveling to a country with which India has signed a Social Security Agreement (SSA), your Secondment shall be governed by that agreement.

During the Secondment period, you will continue to contribute to Provident Fund based at EPFO's statutory ceiling limit. The employer will make a matching contribution to your PF contributions. Your PF contributions will be deducted from the Host payroll on monthly basis, and paid out to EPFO authorities.

During the Secondment tenure, your monthly contribution will remain consistent (in Indian rupee terms) and will not be pro-rated based on days spent on Host payroll.

On your return to India post Secondment, your contributions will get determined as per the EPFO statutory ceiling limit or 12% of India Basic, whichever is higher.

Gratuity

Your Secondment period will be considered for Gratuity calculations and will be subject to the India Gratuity policy. Your gratuity will be calculated based on last drawn Indian Basic salary prior to Secondment period.

Medical Insurance

You and your dependents will continue to be covered by India Medical Insurance while on Secondment and will be governed by India Medical Insurance policy. Your current coverage will be till the end of the policy period and should be renewed by you at the time of policy renewal to continue with India Medical Insurance.

***Life Insurance***

You will be eligible for enhanced Life Insurance cover only for the period of Secondment. You will be covered to extent of INR 30 Lakhs or India Life Insurance cover, whichever is higher.

Accident Insurance

For the period of Secondment, you will be covered by the India Personal Accident Insurance policy for basic life cover corresponding to death and disablements due to accidents.

Travel Advance

You will receive a travel advance of AUD 4,500 from CTS India prior to your departure. This is to defray initial expenses incurred towards setting up of your new residence.

The travel advance will be recovered by CTS Host from your pay in 5 equal instalments, starting from your 2nd month's pay from CTS Host. In the event of early termination of the Secondment, you shall pay back the unsettled amount towards the advance to CTS India/or as instructed by CTS India.

Conveyance

Expenses incurred for the journey between your main residence and the airport on arrival and departure from Home Country (at the beginning and end of your Secondment) will be reimbursed by CTS India at actual cost on submission of bills.

Tax Filing

You will be responsible for complying with Indian tax rules and filing appropriate tax returns in India

Host Compensation and Benefits

You will receive a letter from **CTS Host** detailing your Host Country compensation and related benefits for your Secondment tenure.



28 Mar 2017
Sai Krishna Velpula
467035
Technology Specialist
Bangalore

Dear Sai Krishna Velpula

Congratulations on accepting the assignment. As set out in the secondment letter issued by Cognizant Technology Solutions India Private Limited ("CTS India"), you have been seconded to **Cognizant Technology Solutions Australia Pty Ltd.**, ("CTS Host") during which time (the "Secondment") you will be working in **Australia** ("Host Country"), at **Melbourne**.

The commencement date of the Secondment will be on **30 March 2017** ("Secondment Start Date") and, unless terminated earlier or extended by CTS India, it will end on **29 March 2018** ("Secondment End Date").

For the purposes of this letter, India will be "Home Country"

Conditions

Your assignment is conditional upon:

- timely local regulatory permission (appropriate work visa) being obtained for you to work in the Host Country (if applicable);
- your prompt compliance with requests (including the provision of information and documents) made by CTS Host in relation to local tax or immigration requirements;
- your prompt compliance with requests (including the provision of information and documents) by CTS India in relation to India Provident Fund Certificate of Coverage application where you are eligible for such application;

Employment relationship and contract

While on Secondment, you will continue to be legally employed by CTS India and CTS India will have a lien over your employment. Although the employer's authority remains with CTS India, specific day-to-day instructions can be given by your CTS Host Manager according to the needs of business and the good execution of the services during the Secondment. In this regard, it is expressly agreed that CTS India shall release you from all obligations and responsibilities in India.

During the period of your Secondment you continue to be bound by the Cognizant's Core Values and Standards of Business Conduct Policy, Cognizant's memorandum concerning prohibition on disclosure of use of inside information, Cognizant's Acceptable Use Policy, its Anti-Corruption and Bribery Policy and any other policies that are expressed to have global effect.

Termination and variation of Secondment

You will be bound by the conditions mentioned in the Secondment letter issued by CTS India. CTS India may terminate the Secondment with immediate effect, if it believes – after notification



by and in liaison with CTS Host – that you have breached any term of your Secondment, or committed any act of misconduct.

Governing law and jurisdiction

This Secondment agreement (except for Annexure 2) shall be governed by and construed in accordance with the laws of India. The parties to this agreement submit to the jurisdiction of the Indian Courts.

CTS Host can enforce the Annexure 2 in accordance with the Host Country laws. The parties to this agreement submit to the jurisdiction of the Host Country Courts.

Working Hours

Your ordinary hours of work are 38 hours per week. From time to time you will be required to work reasonable additional hours to meet business, operational or customer needs. However, at the client site you will be required to recognize the client working hours.

Exclusivity

To undertake work (paid or otherwise) for other organizations or conduct work on your own account in Home Country or Host Country for the duration of the Secondment, prior consultation with CTS India is needed in order to assess if your requested activities are reconcilable with the activities for Cognizant.

If you have any questions regarding the secondment, either now, or during the term of the Secondment, please feel free to contact your Talent Manager.

Please countersign this letter to confirm your agreement with its terms. You should retain one copy for your records, and submit the countersigned copy.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Alex Bewg'.

Alex Bewg

Director – Human Resources

I confirm that I understand and agree to the terms of this letter and Annexure attached herewith.

Associate name & Associate ID

.....

Date:

Annexure - 1

Australian Compensation and Benefits

Base Salary

Annual Base Salary: **AUD 84,682** (this will be paid monthly). The salary will be pro-rated based on the days spent on Host Country payroll. It is subject to appropriate taxes and other deductions, as applicable.

Niche Allowance

You will also be eligible for an Annual Niche Allowance of **AUD 8,468**. The payout will be pro-rated based on the days spent on Host Country payroll. It is subject to appropriate taxes and other deductions, as applicable.

Social Security

Provident Fund Contribution:

Kindly refer to the Secondment letter issued by CTS India for details.

Superannuation Contribution:

As you will be travelling with a Certificate of Coverage (CoC) from India Provident Fund authorities, there will be no contributions towards Australian Superannuation Fund.

Medical Insurance

If you are traveling on the subclass 457 visa, you and (up to) 3 of your dependents (spouse and children) are entitled to Medical insurance. The details of the insurance plan would be shared with you when you reach Host Country.

Annual Leave

You are entitled to 20 days per annum in accordance with relevant legislation. This leave is to be taken at a time mutually agreed between CTS Host and you. CTS Host may have an annual shutdown during the Christmas period where you will be required to take leave. CTS Host reserves the right to direct you to take annual leave within a six (6) month period where more than six (6) weeks have been accrued.

You are entitled to gazetted Public Holidays.

Personal / Carer's Leave

Subject to clauses mentioned below, you will accrue 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.

Before granting paid leave, CTS Host may require you to:

- provide, to CTS Host'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, and the expected duration of the absence; and/or
- 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.

You agree to notify CTS Host 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.

You agree that CTS Host 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.

Initial accommodation

You are entitled to hotel accommodation up to maximum of thirty days only from the date of arrival in the Australia with a work visa / in principle approval, as per the details given below:

You would be responsible to pay 33% of the hotel room rent and CTS Host would bear the remaining 67% of the rent expenses at actual. The approved limit of company's contribution towards this is AUD 121 per day. Any expenses incurred beyond the approved limit (exception) will require the approval of the Country Manager and the APAC HR Head.

This facility is limited to hotel rent and applicable taxes. It excludes any personal calls, room services and other expenses. Necessary bills/receipts need to be submitted along with a T&E form for claiming this benefit.

Stock Related Programs

Where you are in receipt of stock related compensation, the taxes arising on all taxable events remain your full responsibility including stock events accruing or occurring during Secondment.

The Company will apply any statutory tax and social security withholdings in accordance with the relevant Home and Host Country laws.



Family Travel to Host Country

Your family comprising of spouse and children may accompany you if your Secondment to CTS Host exceeds 4 consecutive calendar months and subject to the Immigration rules of the Host Country.

In the event your family is accompanying you to Host Country, CTS Host shall support you in filing the dependent visa application but you are responsible for ensuring that they have the correct permissions to enter and remain in Host Country.

At the end of your secondment you and your dependents will be entitled to one return journey between Home Country and the Host Country, subject to Cognizant Travel Policy.

Conveyance

Economy travel flight expenses and expenses incurred for the journey between your place of residence and the airport on arrival and departure from Host Country (at the beginning and end of your Secondment) will be reimbursed by CTS Host at actual cost on submission of bills.

Apartment Lease

You should choose an apartment lease which matches the stated duration of your secondment. If the apartment lease has to be terminated following a change to your Secondment duration before the end of the lease period, the CTS Host will reimburse the deposit amount foregone by you subject to approved supporting documentation being produced. Such reimbursement shall be restricted to a maximum of three months' actual rent, excluding maintenance cost.

Taxes and Tax Filing

All CTS Host payments will be subject to Host country tax deductions and other statutory deductions as applicable. All taxes due on assignment related Compensation and Benefits are deducted from the employee's salary.

You will be responsible for filing tax returns in Host Country.

Annexure - 2

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.

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

Policies mean any policies of Cognizant or CTS Host applicable to the secondment and include the Cognizant Code of Conduct.

Prohibited Area means

- Australia , failing which;
- Victoria, failing which;
- 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 secondment ends

Confidential Information

- 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.
- 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.

Intellectual Property

- 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.
- 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.
- You must do all things reasonably requested by Cognizant to enable Cognizant to obtain full benefit of these intellectual property rights.
- 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.
- 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.



- 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.

Restraint on your conduct

- 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:
 - 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
 - obtain or attempt to obtain details of any Client or Client list; or
 - solicit or hire any person employed by, or contracted to, Cognizant; or
 - 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.
- 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.
- 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 above mentioned clauses that Cognizant is entitled to seek injunctive relief to restrain any further breaches.
- 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.

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

I have read, understood and agree to the above

Associate name & Associate ID

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Date: