



Cognizant Technology Solutions India Private Ltd.
Techno Complex,
5/535 Old Mahabalipuram Road,
Okkiyam Thoraipakkam, Chennai – 600 097.
Phone: 4209 6000
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**COGNIZANT TECHNOLOGY SOLUTIONS INDIA PVT. LTD.
CONFIDENTIAL SEPARATION OF EMPLOYMENT
AGREEMENT AND GENERAL RELEASE**

This Confidential Separation of Employment Agreement and General Release ("Agreement") dated this the 01 day of Jul 2020,

Between

Cognizant Technology Solutions India Pvt. Ltd., having its registered office at 5/535, Old Mahabalipuram Road, Okkiyam, Thoraipakkam, Chennai - 600097 and represented by its Authorized signatory undersigned, (hereinafter referred to as the "Company"), which term shall mean and include its successors-in-interest and permitted assigns;

And

Suresh Babu Thangavel, (#225489) , Son of Thangavel, aged about 43 years, residing at 56, College Road,,Opp Nehru Boys School,Pazhavanthangal,Chennai,TN,IND,600114 hereinafter referred to as the "Employee", which term shall mean and include his/her legal heirs and successors.

WHEREAS:

1. The Employee is currently serving as Manager in the Company and has been in the service of the Company from Jan 27, 2010
2. The Employee's employment with the Company will officially end effective Jul 15, 2020 (the "ReleaseDate");
3. Employee and Company desire to settle fully and finally any claims Employee may have regarding his employment with Company;
4. The Company presented the Agreement to Employee for his/her consideration (the "Agreement Delivery Date"); and Employee has read and understood the terms of this Agreement, and the parties have mutually agreed to a separation terms to ease Employee's transition from Company's employment and to resolve any and all disputes between them.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Parties hereto agree as follows:

i. Release of the Employee:

The Parties agree that Jul 15, 2020 will be last working date for the Employee in the Company and his/her service as Manager shall conclude as on the Release Date. Effective as of the Release Date, the Employee shall be discharged from all the positions held in the Company.

ii. Payment Terms:

In return for Employee's continued performance of his/her job duties (including without limitation any transitional services) in a manner deemed satisfactory to the Company (as determined in its sole discretion) through and until the Release Date and Employee's acceptance of the general release and of promises contained elsewhere in this Agreement, the Company will pay the sums as enumerated in Schedule I to this Agreement.

The Payment is given to Employee in return for complying with the obligations of surviving terms of this Agreement and Employee's discharge and release of all claims, and demands in the past, or in the future may have, against the Company, or its parent corporation, or its or their affiliated entities and any of its or their officers, directors, employees, or agents, including, but not limited to all statutory claims. The Employee further waives and releases any claimed right to reemployment, or employment in the future with the company or its parent corporation or its affiliates.

iii. Mutual Release:

In exchange of this good and valuable consideration set forth in this Agreement, entered into between the Company and the Employee, the Employee hereby releases, waives, discharges the Company and its subsidiary and associated companies, successors and assigns, and its directors, officers, employees, agents and attorneys, past, present and future, from any and all manner of action, causes of action, claims, rights, law suits, damages, debts, obligations, and any other liabilities or claims of any other nature, arising out of the employment agreement. The Employee acknowledges that he/she has not commenced any action or claim against the Company of any nature and does not intend to file, prosecute, maintain, commence or institute any complaints, charges or law suits against the Company or any of its Directors, officers or employees.

Except as expressly provided in this Agreement, neither the Company nor any of its predecessors, successors, officers, directors and members shall have any further obligation to the Employee in connection with the Employee's employment with the Company, including but not limited to salary and benefits and any similar obligations.

iv. Return of Property:

On or prior to the last working day, the Employee shall return all of the Company's properties and such property includes, but is not limited to, the original and any copies of any confidential information or trade secrets, PDAs, keys, pass cards, building identity cards, mobile telephones, tablet devices, laptop computers, corporate credit cards, customer lists, files, brochures, documents or computer disks or printouts, equipment and any other item relating to the Company and its business.

v. Non-Compete & Non-solicit:

Employee acknowledges and agrees that this Agreement supersedes any and all prior agreements or understandings between the parties, except for any non-competition, non-solicitation, or confidentiality agreements or obligations applicable to Employee, which shall survive according to their original terms.

vi. Ratification:

By executing this Agreement, the Employee acknowledges that he/she has (i) read the terms of this Agreement and understands its terms and effects, including the fact that he/she has agreed to release and forever discharge the Company from any legal action arising out of his/her employment relationship with the Company, the terms and conditions of that employment relationship, and the termination of that employment relationship; (i i) has elected to enter into this Agreement knowingly and voluntarily in exchange for the consideration described and referenced herein, which Employee acknowledges as adequate and satisfactory. The Employee confirms that neither the Company nor any of its agents, representatives or attorneys have made any representations to Employee concerning the terms or effects of this Agreement other than those contained and referenced herein.

The Employee acknowledges that he/she has read this Agreement and he/she understands all of its terms and executes it voluntarily and with full knowledge of its significance and the consequences thereof. The Employee acknowledges that this Agreement accurately reflects the intent and understanding of both the Employee and the Company and he/she was given the opportunity to review the contents of this Agreement before signing and he/she is not under any duress and intends to be bound by it a solemn contractual undertaking.

vii. Confidentiality and Communication:

Except as otherwise provided by this Agreement, Employee agrees, covenants and promises that Employee has not communicated or disclosed, and will not hereafter communicate or disclose, the terms of this Agreement to any person.

The Employee shall not directly or indirectly make or cause to be made, any disparaging, derogatory or negative or misleading statement orally or in writing to any person or entity, not restricted to social media, press, shareholders, other employees, potential candidates, competitors, recruitment consultants about the Company or any of its Officers or Directors or other employees in any manner that negatively affects the goodwill or good reputation of the Company, or any Officer or director of the Company, except as required by law.

viii. Jurisdiction & Dispute Resolution:

Each of the parties irrevocably submits to the exclusive jurisdiction of the courts situated in Chennai, Tamil Nadu for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby and agrees not to commence any action, suit or proceeding relating hereto except in such courts.

ix. Severability:

All provisions of this Agreement are intended to be severable. In the event any provision or restriction contained herein is held to be invalid or unenforceable in any respect, in whole or in part, such finding shall in no way affect the validity or enforceability of any other provision of this Agreement.

x. Mode of execution

The Parties agree to execute this Agreement by electronic signature and the same shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include electronically signed or accepted through Company email or its systems and tools, scanned and transmitted as a PDF versions of an original signature.

SCHEDULE I

Full and Final Payment Schedule

ASSOCIATE ID	225489	NAME	Suresh Babu Thangavel
GRADE	Manager	DESIGNATION	Manager - Projects

S No	Package Details	Amount in INR (will be subject to all deductions required by law)
A	Gross lump sum payment based on length of full time service & notice period pay	INR. 600,000/-
B	Amount towards Medical Insurance	INR. 12,978/-
C	Leave Encashment*	INR. 98,630 /-
D	Total Value (A+B+C)	INR. 711,608/-
E	Gratuity*	INR. 201,923/-

***Indicative Value**

Note:

- I. The value of gross lump sum payment is calculated based Annual Gross Compensation per week (excluding Incentive) – Minimum of 16 weeks and 1 week per year of service for every year completed up to a maximum of 26 weeks.
- II. The cash equivalent of the annual medical insurance premium for the base cover opted by the associate is provided towards medical insurance porting.
- III. The value of leave encashment is based on the total vacation leave eligible for encashment as on Jul 15, 2020. The actual value of the leave encashment may vary and will be based on the actual vacation leave eligible for encashment as on the LWD (last working date).
- IV. Gratuity has been computed with last working day as Jul 15, 2020. The actual value of the Gratuity amount may vary based on the actual last working day. Gratuity is payable only if the associate has a continuous service period of four years and 240 calendar days. Note: The gratuity payable to an associates who have joined Cognizant India or its Indian affiliates on or October 1, 2004 is limited to a maximum of INR 2,000,000/-. No ceiling if joined prior to October 1, 2004 .

DATED: Jul 1, 2020

Employee Name and signature: Suresh Babu

Authorized Signatory

For Cognizant Technology Solutions India Pvt., Ltd



By: Sivakumar Ganesan

Title: Senior Director - Human Resources

E-Acceptance / Suresh Babu / 07/01/2020 15:49:34 / IP: 10.242.234.240
