



**Cognizant Technology Solutions US Corporation**

**21 Aug 2019**  
**Satish S M**  
**336314**  
**Sr. Associate - Projects**  
**Chennai, India**

Dear **Satish S M**,

We are pleased to offer you employment with Cognizant Technology Solutions US Corporation ("Cognizant US", "Cognizant" or "Company"), effective on **02 September 2019** on a **H-1B**. You will be located at **Milwaukee, Wisconsin, USA** with a scheduled start date of **02 September 2019**.

Cognizant Technology Solutions India Pvt Ltd ("Cognizant India") has accepted your employment with Cognizant US and such period of employment with Cognizant US will be treated as a break-in service with Cognizant India.

This letter will be valid until your last working day with Cognizant Technology Solutions US Corporation or till the revocation of consent, to your employment with Cognizant US, as may be exercised by Cognizant India.

Your assignment will be governed by the terms and conditions of the employment presented in this letter, the Appendix and the Non-Disclosure, Non-Competition and Invention Assignment Agreement ("NDA"). You will be required to complete and return the following documents from your transfer kit prior to your departure so as to effect this transfer of employment.

The terms and conditions of your employment with Cognizant in the United States are described below:

**POSITION:** Upon commencement of your employment with Cognizant US, you will be a regular full-time employee in the position of **Sr. Associate - Projects** at **Existing - SA** level. Your general job duties and responsibilities will be comparable to similarly situated associates of Cognizant. Cognizant reserves the right to make any changes or modifications in the future that it believes is in the best interest of the Company's business goals and needs.

**CASH COMPENSATION:**

**Base Salary:** You will be paid **USD 72,300 /24** per pay period equivalent to an annual base salary of **72,300 USD**. You will be paid your salary on the 15th and last working day of each month in accordance with the Company's current payroll policies and practices. If you hold H-1B visa status, for the entire period you hold H-1B status, your annual pay will at least meet the "H required wage rate" as per the Labor Condition Application in effect for your designation/work location.

**Cola:** You will be paid a geographically based COLA of **2000 USD /24** for **Milwaukee**,

**Wisconsin**, which is an annualized amount of **2000 USD**. You will be paid your COLA on the 15th and last day of each month in accordance with the Company's current payroll policies and practices, along with your regular base salary. If your work location changes, then there will be an adjustment to COLA effective the first day of work in your new work location. COLA is subject to regular review and may be increased or decreased, or replaced by another compensation component upon certain promotions.

**Performance Pay:** Eligible associates may receive Performance Pay, a non-recurring reward that provides recognition of prior year's performance. Performance Pay is discretionary, subject to executive management approval, and will vary from year to year. This performance incentive is derived as a result of both company and individual performance. Associates must be active on the Company's payroll at the time of payout in order to receive Performance Pay.

All aforementioned components of your cash compensation will be subject to customary deductions and withholdings as required by law or as authorized by you

**BENEFITS:** Full-time US associates and their dependents are eligible for all benefits offered by the Company. All associates are required to enroll in their contributory benefits within 31 days of their US hire date. [Associates](#) will receive a separate email from The Benefit Desk with instructions on how to enroll in benefits. The email will only be sent to your Cognizant email address. Please ensure you are checking your Cognizant email on a regular basis. Additional information can be found in the attached appendix.

**VACATION:** You will be entitled to Vacation, plus normal Company holidays, as detailed in the attached Appendix, subject to the Company's applicable accrual and carry-over rules.

**NOTE :** During your tenure of employment with Cognizant US, you will not be entitled for any payroll and /or benefits (whether statutory or contractual) in connection with your employment with Cognizant India.

Such break in service period with Cognizant India shall remain until transfer out from Cognizant US or retirement at the age of 58 years as per Cognizant India policy, whichever is earlier

**COMPLIANCE WITH COMPANY POLICIES :** As an employee of Cognizant US, you will be expected to comply with the Company's personnel and other policies including, but not limited to, the Company's policy requiring your ongoing compliance with the NDA, and the Company's policies prohibiting discrimination and unlawful harassment, conflicts of interest and violation of any applicable laws in the course of performing your job duties and responsibilities, in addition to those contained in the Code of Business Conduct and Ethics as well as the employee handbook.

**MANDATORY I9 COMPLETION:** All Transfer associates – including U.S. citizens and nationals, U.S. permanent residents (i.e., “green cards”), those with work visas, etc., are required by law to complete an I-9 within the 1st 3 days of beginning employment or on joining U.S. payroll. Federal law authorizes employers – such as, Cognizant to terminate the employment of those who do not complete an I-9 form within 3 days (72 hours). Associate failing to correctly complete a Form I-9 within the 3 days of beginning employment or joining U.S. payroll, will be required to cease all work activities and be placed on Loss of Pay (LOP) until a Form I-9 is completed correctly

**AT WILL EMPLOYMENT AND TRANSFER OR EXTENSION OF ASSIGNMENT:** Employment with Cognizant US is “at-will,” meaning that it is not for any specific period of time and can be terminated by either you or by the Company at any time, with or without advance notice, and for any or no particular reason or cause. It also means that your job duties, title, responsibilities, reporting level, compensation and benefits, as well as the Company's personnel and other policies and procedures, may be changed at any time, with or without advance notice in the sole discretion of the Company. This “at-will” nature of your employment with the Company shall remain unchanged during your tenure as a Cognizant employee, and can only be changed by an individualized, express written agreement to the contrary that is signed by you and by the President of the Company.

In addition, your employment in the United States is at all times subject to obtaining the necessary immigration work permits, or any extensions thereof. In the event that your work permit expires or it is not renewed, your employment with the Company will no longer be legally permissible and as such, you will be transferred-out back to **India**.

You may at any time during your employment with Cognizant be transferred-out to other locations within or outside the United States, including, without limitation, being transferred-out back to **India** at Cognizant's sole discretion whether for convenience or business necessity. In such case, reasonable notice will be provided to you. The Company will comply with necessary immigration and relevant tax regulations with respect to any such relocation.

The Cognizant India's consent to you to accept employment with Cognizant US can be withdrawn at any time by giving you not more than thirty (30) days prior written notice.

**TRANSFER ACKNOWLEDGEMENT:** If you accept this letter, and the conditions of this letter are satisfied, this letter, the Appendix, and the NDA shall constitute the complete agreement between you and Cognizant, with respect to the terms and conditions of your employment. Any representations, promises or agreements, whether written or oral, that are not expressly written in this letter or are contrary to or conflict with this letter, which may have been made to you by any person in Cognizant, are expressly replaced by this letter. The terms and conditions of your employment pursuant to this letter may not be changed except as otherwise expressly specified in this letter and/or in the NDA.

If you have additional questions, please contact your manager. We wish you success in your assignment.

Sincerely,

For Cognizant Technology Solutions Corporation US Corporation



**Hector Garcia**  
**Human Resources, AVP**

I have read, understood and accept the above and also the details given in Appendix A

Name	
Signature	

Date	
Personal email ID	

APPENDIX A  
TERMS AND CONDITIONS OF EMPLOYMENT  
H1B OR L1 VISA

**Terms and Conditions of Assignment**

**Employment**

During the tenure of this assignment, you will be an employee of Cognizant Technology Solutions U.S. Corporation (“Cognizant US”, “Cognizant” or “Company”). Federal law requires that as a condition of employment in the U.S., all individuals be authorized to work in the U.S., Cognizant, at its sole discretion and in good faith, will prepare and submit petitions and applications with U.S. Citizenship and Immigration Services (“CIS”) and other appropriate governmental authorities, as required under federal law, to obtain U.S. employment authorization for you.

**Payroll Details**

**Payroll**

In the United States, Cognizant associates are paid on the 15th and the last day of the month. Should either of those days fall on a weekend, the preceding Friday will be the day associates will receive their pay. Please refer to the payroll schedule on Cognizant's corporate intranet, <https://cworld.cognizant.com> for further details.

Cognizant associates have the option of choosing to receive a live check in the mail, or electing Direct Deposit. Direct Deposit gives the associate the ability to have their paycheck directly deposited into a checking and/or savings account. If an associate does not elect Direct Deposit, their paycheck will be sent to the home address on file in PeopleSoft HCM. Please refer to your transfer kit or visit the US HR page on <https://cworld.cognizant.com> for further details on enrolling in direct deposit.

Associates who elect Direct Deposit will not receive a pay stub in the mail. Direct Deposit will take on average two to three pay periods to take effect. The first paycheck will arrive to the address indicated in PeopleSoft HCM; you will need to retain the first pay check to register for Direct Deposit. Cognizant has partnered with ADP iPay, which provides Internet access to your earnings statements and W-2 Forms, 24 hours a day, 7 days a week. Please refer to your transfer kit or visit the US HR page on <https://cworld.cognizant.com> for further details on ADP iPay.

**Federal-Income Tax and Other Deductions**

By law, Cognizant is required to deduct the income taxes from your salary every pay period in addition to other deductions as authorized by you. Appropriate taxes such as Federal, State, Local and Social Security taxes will be deducted from your pay each pay period. You will be responsible for filing your tax returns in the United States each year.

**Relocation Benefits**

**Travel/Reimbursement Policy**

You are eligible for the following. All expenses must be submitted in Concur for reimbursement and will be paid out per manager approval. Please refer to Section 8.0 of the Global T and E Policy pertaining to Relocation and Section 5.2.1 in Country Addendum for details on North America Relocation::

If the associate is travelling on a long-term visa for more than nine (9) months, his/her spouse and children are eligible for travel benefits. "Dependent" is defined as the legally married spouse (of either gender) and the children of the associate/spouse. Qualified dependents not travelling with the associate at initial departure from home country will be eligible to travel at a later date, assuming the associate's assignment in the United States is for the minimum of nine (9) months total. Should

the spouse and children need to travel subsequent to the associate, Cognizant's travel desk will arrange for their travel. The associate must first submit a written request to [NARelocations@Cognizant.com](mailto:NARelocations@Cognizant.com) along with his/her ESA Project Manager's approval.

The associate is eligible to receive temporary accommodations of up to 3 weeks (21 consecutive nights beginning with the night following the day of arrival) at the company's cost. The associate can select temporary housing as part of the relocation process through the Destination Service Provider's (DSP's) relocation portal.

For additional information on US joining formalities, payroll schedules, policies, procedures, etc., please visit CWorld - HR-North America Homepage.

### **Ground Transportation**

Ground Transportation expenses incurred from residence to airport and back on arrival and departure from your home country will be reimbursed at actual on submission of bills. You will also be reimbursed at actual towards fare for travel from airport to place of stay and back to airport on arrival and departure in the US. You will also be reimbursed the cab fare at actual for the first trip from your place of stay to the social security office and back, to apply for your social security number. Please submit these expenses in Concur for approval by your Project Manager. Ground transportation bills for your return i.e. place of stay in the US to the airport and airport in your home country to place of stay in your home country may be submitted to the finance department in your home country for re-imbursement.

Rental car charges incurred as part of an Initial Stay period are not reimbursable.

### **Kit Reimbursement**

First time international travelers with grade levels of up to Senior Associate (SA), whose home country is India are entitled to a reimbursement of up to Rs.5,000 to cover travel necessities upon submission of appropriate receipts. Associates should make such submissions in their Home Countries only, prior to the date of their first International travel.

### **International Driving Permit**

International Driving Permit fees would be reimbursed to you upon submission of necessary receipts prior to your departure. Contact your local Finance department for additional details.

### **T and E**

Cognizant uses Concur Travel and Expense Management System module to process all travel and entertainment related expenses. If you have not already done so, you should ensure that you complete the online training on how to use the system upon your arrival:

### **US Benefits**

#### **Health and Welfare Benefits**

Once you are on US payroll you are eligible to enroll in Cognizant's health insurance plans to include medical, dental, and vision. You must enroll in or waive coverage within 31 days of your transfer date. Should you elect to enroll, you will be required to pay a portion of all premiums and your premium contribution will be directly deducted from your pay.

Within 24 hours of your US transfer date you will receive a separate email communication from The Benefit Desk with your personalized enrollment login and password for access to the benefits website at [www.cognizantbenefits.com](http://www.cognizantbenefits.com).

Please contact The Benefit Desk with questions regarding benefit options, enrollment, costs or if you do not receive the enrollment email. Below is the contact information for The Benefit Desk

Phone: (877) 561-0984

Email: [cognizantbenefits@benefitfocus.com](mailto:cognizantbenefits@benefitfocus.com)

Hours: 8am to 8pm Eastern Standard Time, Monday through Friday

In addition, Cognizant also provides the following at no cost to you:

Basic Life and Accidental Death and Dismemberment Insurance equal to 1 times your annual base salary. Coverage is also extended to your spouse/domestic partner and dependent child(ren) in the amount of \$2,000 each.

Short Term Disability (STD) will provide eligible associates with partial salary continuation for up to 26 weeks.

Employee Assistance Program (EAP) Resources for Living is a confidential service which provides assistance with personal and workplace challenges such as relocation assistance and legal/financial services. The EAP can be contacted at 888-238-6232 or by visiting [www.aetnaeap.com](http://www.aetnaeap.com)

In case of any medical emergencies, you are requested to contact your assigned Talent Manager for assistance. Visit the HR, US page on <https://cworld.cognizant.com> to locate the Talent Manager assigned to your business unit. The hospitalization and domiciliary hospitalization benefits continue to be applicable for your dependents in India who have been covered under the applicable India Medical Insurance Scheme.

#### **401(k) Retirement Savings Plan**

Cognizant offers the 401(k) plan through Mass Mutual. Enrollment is available once you have been employed past a quarterly plan entry date (January 1, April 1, July 1, and October 1). Once you have been employed past an entry date, you can enroll at any time. Contributions made towards your 401(k) plan are immediately vested in the plan. In addition, after one year of service, you are offered a Company match of 50% up to the first 6% of compensation per pay cycle. Cognizant matching funds are immediately vested in the plan.

#### **Employee Stock Purchase Plan (ESPP)**

You are also eligible to participate in Cognizant's Employee Stock Purchase Plan. Enrollment in this plan is subject to being active on US payroll and meeting the plan requirements. The ESPP offers an affordable and convenient method to purchase stock and share in the success of the Company. Associates are able to invest up to 15% of base compensation to purchase stock quarterly at a 10% discount. Enrollment in this plan is quarterly. You will receive an email when the next opportunity to enroll arises.

#### **Car Loan**

The Associate will be entitled to a **one-time per rotation** interest free car loan of \$5,000 or the actual value of the car (less tax and other costs), whichever is less. Loan repayments will be automatically deducted from the associate's earnings in **24 equal semi-monthly installments** or in equal installments over the remaining duration of stay, whichever is less. Deductions will begin from the first payroll cycle following the loan disbursement. If the associate ceases to be on the Cognizant U.S. payroll for any reason, the outstanding loan amount will become immediately payable. Please refer to the policy document on Cognizant's corporate intranet, <https://cworld.cognizant.com> for further details.

#### **Vacation Loan**

The Associate will be entitled to one interest free vacation loan for up to **\$4,000 per 12 month period** after completing nine months on US payroll. Loan repayments will be automatically deducted from the associate's earnings in 8 or 10 equal semi-monthly installments or in equal installments over the remaining duration of stay, whichever is less. Deductions will begin from the next payroll cycle following the loan disbursement. If the associate ceases to be on the Cognizant U.S. payroll for any reason, the outstanding loan amount will become immediately payable.

Please refer to the policy document on Cognizant's corporate intranet, <https://cworld.cognizant.com> for further details.

### **Associate Discounts**

As an associate of Cognizant US you will have access to exclusive associate discounts through Corporate Rewards and Plum Benefits. They offer discounts at over 30,000 national and local merchants on everyday purchases such as, restaurants, electronics, and vacations. Your login information will be sent to your Cognizant email within your first 7 days on US payroll.

For additional benefits available to associates working for Cognizant in the United States, please visit <http://www.cognizantbenefits.com>; click on the Cognizant Logo at the bottom for more information.

### **Vacation Time Eligibility/Accrual Rates**

Full time associates are eligible for accrual of paid vacation time. Paid vacation time may be used in increments of either a half-day (4 hours) or whole-day (8 hours).

Associates accrue vacation time as follows:

<b>Level</b>	<b>Days per Year</b>	<b>Days per Month</b>
Up to Manager	10	.833
Senior Manager	12	1.00
Associate Director/ Director	15	1.25
AVP -Above	20	1.66

Vacation is accrued on every 16<sup>th</sup> day of the month. Associates joining US payroll on or before the 15th are eligible for an accrual credit for the current month. Associates joining US payroll after the 15th are not eligible for the current month's accrual.

Vacation time is accrued while an associate is in active employee status. Associates are not eligible to accrue vacation while on an approved leave of absence. Associates placed on an approved leave of absence on or before the 15th are not eligible for an accrual credit for the current month. Associates placed on an approved leave of absence after the 15th are eligible for the current month's accrual. Upon return to an active work schedule, accrual will resume following the above criteria.

If required, an associate may borrow against future unearned paid vacation time within a rolling 12-month period measuring forward from the date the vacation time begins. An associate may only borrow future unearned paid time with written authorization from their manager. For an associate who is granted an advance on paid vacation time and who subsequently does not remain on Cognizant's payroll long enough to recover borrowed time, Cognizant will withhold any advanced and subsequently unearned paid vacation time from such associate's last pay, pursuant to the terms of their authorization and as permitted by applicable law. Associates on an approved leave of absence are unable to borrow against future unearned paid vacation time.



### **Unused Paid Vacation Time**

Associates may carry forward unused accrued vacation time up to a maximum of 10 days to the next calendar year. For example:

*If an associate accrues 10 working days of paid vacation time off in Year 1 and carries the unused accrued time to Year 2, during Year 2, the associate will need to use the 10 days of Year 1 paid vacation time. Otherwise the paid vacation time that the associate accrued in Year 1 but carried over to Year 2 will lapse at the end of Year 2. The associate will also accrue up to 10 additional days of paid vacation time during Year 2, which can be taken over the course of the year or carried over to the next year.*

In any state where the forfeiture of accrued unused vacation time is not allowed by law, associates will have continuing vacation accrual capped and will not accrue new vacation time until their vacation balance is below 10 days.

Upon termination off of Cognizant's US payroll (including termination from the company and/or transfer to an alternative Cognizant location) unused accrued vacation time will be paid out to the associate with the associate's final paycheck. Unused vacation will not be paid out to those terminated for misconduct including breach of ethics policy and/or theft of services.

Associates who have accrued vacation time or any other paid time with an alternative Cognizant company, (E.g. Cognizant India Limited) cannot use such accrued time while they are working for Cognizant US Corporation. Associates should refer to the respective Cognizant company policy for further information.

### **Public Holidays and Working Hours**

Associates working at client locations in the United States will observe the Working Hours and other Public Holidays as applicable at the client's establishment. Associates not working at client locations in the United States will follow the published Holiday schedule for the current year, which is posted on the US-HR page of CWorld: <https://cworld.cognizant.com>.

### **Amendment**

All the above terms are as per our current policies and practices and may be amended from time to time. While employed by Cognizant in the United States, you will continue to be governed by all other service conditions and rules of the Company as framed from time to time. You will also be informed of the same.

### **Medical Insurance**

Enrolment to India medical insurance plan will be governed by India Medical Insurance policy applicable to assignees. Please refer to the HR India policy document for applicable to the region where you are currently on assignment.