

FORM OF CONFIDENTIALITY AND INVENTION AGREEMENT

In consideration of my employment and remuneration by [Cognizant], its subsidiaries, affiliates or associated companies ("Supplier"), and my assignment to provide services to The Bank of New York Mellon Corporation or one of its subsidiaries, affiliates or associated companies ("BNYM"), I agree as follows:

1. I have been told and I agree that all documents and information given to me or to which I have access while providing services to BNYM are proprietary to BNYM. Some examples of BNYM proprietary documents and information include:

- documents and information about BNYM customers and clients and their respective businesses, customers, clients and employees;
- documents and information about individual persons, whether or not such persons are actual customers of BNYM (including, but not limited to, all personal and financial information about or related to such individual persons, their dependents, beneficiaries and alternate payees);
- financial documents and information about BNYM;
- reports from BNYM's regulators;
- documents and information given to BNYM by suppliers, joint venturers and other third parties;
- BNYM business plans, practices, policies, customer lists and methods of doing business; and
- computer software, source codes, databases and related documentation.

The list above describes some, but not all, of the kinds of BNYM proprietary documents and information that exist. There are other kinds of BNYM proprietary documents and information as well.

2. During the time that I perform services for BNYM and afterwards, I agree:

- to safeguard all BNYM proprietary documents and information, exercising appropriate diligence and care, and uphold the expectations of privacy of BNYM customers, their employees and other parties with which BNYM conducts business;
- not to give or disclose BNYM proprietary documents or information to anyone except those persons expressly authorized to have access to it;
- not to use or let others use BNYM proprietary documents or information or any purpose other than to perform work or services as BNYM may direct in connection with my assignment at BNYM;
- not to copy or otherwise reproduce any proprietary documents or information unless instructed to do so by BNYM; and
- when I am through providing services to BNYM, to return to BNYM or Supplier any proprietary documents and information then in my possession.

I understand that my obligation to keep confidential and not disclose BNYM proprietary documents and information applies even to giving that information to my co-workers, my family and my friends, and shall continue even after my assignment at BNYM has ended.

3. I agree that I will not try to see, get or gain access to any BNYM proprietary documents or information unless BNYM or Supplier expressly gives me the authority to see or get that information.

4. I agree that I will not discuss with or divulge to any news media anything pertaining to BNYM, BNYM's business, BNYM's customers or my assignment at BNYM without the prior approval of BNYM's Corporate Communications area.

5. I agree to report immediately to my supervisor any breach or threatened breach of the confidentiality obligations herein by any employee of Supplier or any other party.

6. I agree that, even though I am not an employee or associate of BNYM, I will be bound by and follow BNYM's corporate policies concerning confidential information identified as CPP-102-4 and CPP-102-5 (copies of which are attached to this Agreement), as they may be amended from time to time, in the same manner that employees and associates of BNYM are bound. I hereby acknowledge and agree that I have read CPP-102-4 and CPP-102-5 and understand their contents.

7. In accordance with the terms and subject to the conditions set forth in the Master Services Agreement for Application Maintenance, Enhancement and Development Services between BNYM and Supplier, effective as of July 1, 2013, I agree that BNYM shall own all right, title and interest (including, but not limited to, patent rights, copyrights, trade secret rights, mask work rights, trademark rights and all other rights of any sort throughout the world) in and to any and all discoveries, inventions (whether or not patentable), works of authorship, computer programs, mask works, designs, know-how, ideas and information (including, but not limited to, any improvements or modifications to any of the foregoing) made, conceived or reduced to practice, in whole or in part, by me (solely or jointly with others) while providing services to BNYM (collectively, "Work Product"). All Work Product that is protectable by copyright shall be "works made for hire" under the federal copyright laws of the United States. I hereby make, without further consideration, all assignments, conveyances or other transfers necessary to cause BNYM to own all Work Products as described above. I also agree that BNYM and any assignee of BNYM may use Work Product in any manner without me having any claim for or right to additional compensation from Supplier or BNYM. I further agree to execute all necessary documents and to give Supplier and BNYM all other reasonable assistance necessary to carry out the intent of this paragraph 6 and/or to perfect and maintain BNYM's rights in any Work Product, as Supplier and BNYM deem appropriate, without charge to Supplier or BNYM, but without expense to myself.

8. I will be bound by and follow BNYM's Personal Security Trading Policy and the Supplier's securities trading policy, a copy of which is attached to this Agreement.

9. I understand and agree that the foregoing provisions benefit both Supplier and BNYM and that either or both of them shall have every right and remedy to enforce the terms of this Agreement.

10. I agree that BNYM may monitor or audit my activities during the time that I provide services to BNYM to confirm compliance with these contractual obligations with regard to information security.

11. All questions concerning the validity, interpretation and performance of this Agreement shall be governed by and decided in accordance with the laws of the Commonwealth of Pennsylvania without regard to its choice of law principles, and as such laws are applied to contracts between Pennsylvania residents that are entered into and performed entirely with the Commonwealth of Pennsylvania.

12. To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be held to be invalid or unenforceable, such provision shall not invalidate or render unenforceable the entire Agreement, but rather this Agreement shall be construed as not containing the particular invalid or unenforceable provision.

13. This Agreement contains my entire agreement relating to the subject matter of this Agreement, and this Agreement supersedes any and all prior written and oral agreements or understandings related to such subject matter.

14. This Agreement may not be amended orally, but only by a writing signed by me and BNYM.

Associate Name :

Date :