



Cognizant Technology Solutions Canada Inc.  
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Ontario L5N 0E4

Deputation/ Canada/Non-Exempt/28 Aug 2023

Sundar Rajan Seshadri

517982

Manager - Projects

Chennai ,Tamil Nadu

India

Dear **Sundar Rajan Seshadri**,

This has reference to your letter of appointment with Cognizant **India**. We are happy to inform you that you are being deputed to Cognizant Technology Solutions Corporation Canada, Inc. ("Cognizant Canada", "Cognizant", or "Company") effective on **25 September 2023**. You will be located at **Halifax, Nova Scotia**, Canada with a scheduled start date of **25 September 2023** for a period of 3 years unless terminated earlier or extended by Cognizant Canada

This deputation letter will be valid until your last working day with Cognizant Canada, subject to revocation of this offer by the Cognizant entity with which you are currently employed. Your assignment will be governed by the terms and conditions of employment presented in this deputation letter, the Appendix and the Non-Disclosure, Non-Competition and Invention Assignment Agreement ("NDA"). You are required to digitally sign these documents prior to your departure for this offer of employment to take effect.

**The terms and conditions of employment with Cognizant Canada are described below:**

**EMPLOYMENT:** During the tenure of this assignment, you will be an employee of Cognizant Canada.

Applicable law requires that as a condition of employment in Canada, all associates must be authorized to work in Canada. Cognizant Canada will prepare and submit petitions and applications with Citizenship and Immigration Canada and other appropriate governmental authorities as required under applicable law, to obtain Canadian employment authorization for you.

Issuance of a work permit or employment authorization, or extensions, is not guaranteed. Being sponsored for a visa by Cognizant does **not** create an employment agreement or contract, nor does it create a guarantee of employment for any particular term or period of time. Cognizant's preparation and filing of such petitions and applications is **not** intended to create, nor shall it create, an employment contract or agreement, or guarantee of employment.

**POSITION:** Upon commencement of your deputation with Cognizant Canada, you will be on a Non-Exempt regular full-time position. 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.

Your period of employment with Cognizant Canada will be treated as a break in service from your employment with any other Cognizant entity for Canadian employment law purposes.

**COMPLIANCE WITH COGNIZANT POLICIES** You are required to comply with all the policies applicable to employees of Cognizant Canada, as communicated to the associates of the Company from time to time. These policies are also available on the Company intranet – **OneCognizant-International Relocation ([sharepoint.com](https://sharepoint.com)) and Canada Associate Handbook**. You are requested to visit the site at frequent intervals for all updates/changes. By signing this deputation letter, you consent to visit the intranet site and familiarize with the Company policies. The Company reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in

accordance with its needs from time to time. Also note, unilateral adjustment of the provisions in the employment agreement and also of the declared applicable regulations will be possible for employer if the circumstances change, provided that this possibility will be used within reason.

As a Cognizant Canada associate, you are expected to comply and adhere to other applicable policies, laws and contractual terms, including but not limited to compliance with the NDA, discrimination and unlawful harassment, conflicts of interest, 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** and the **Canada Associate Handbook**.

**WORK PERMIT AND TRANSFERS** Your employment in Canada is at all times, subject to and conditional upon obtaining the necessary immigration work permit or any extensions thereof. In the event that your work permit expires or is not renewed, your employment with the Company will no longer be legally permissible and as such, you will be repatriated to your home country. Such an event will constitute a frustration of your employment with Cognizant Canada and no notice or pay in lieu of notice, severance pay, benefit continuation or other compensation shall be provided to you in those circumstances.

You may at any time during your employment with Cognizant, be transferred to other locations within or outside Canada, including being transferred back to your **base location** at Cognizant's sole discretion for business necessity. The Company will comply with necessary immigration and relevant tax regulations with respect to any such relocation. You understand that a condition of your transfer back to your base location or another location will be that you resign your employment with Cognizant Canada.

This provision shall remain in full force and effect un-amended, notwithstanding any other alterations to your terms and conditions of employment or to this agreement, whether fundamental or otherwise, unless you and Cognizant otherwise agree in writing.

**TERMINATION OF EMPLOYMENT FOR CAUSE** The Company may terminate your employment at any time for just cause, in which case the Company shall not be obligated to make any further payments under this agreement or otherwise, subject only to the express minimum requirements of the Provincial Employment Standards Act and any amounts which may be due and remaining unpaid at the time of the termination of employment.

**TERMINATION OF EMPLOYMENT WITHOUT CAUSE** The Company may terminate your employment without cause at any time, in which case it will provide you with the minimum amount of notice or pay in lieu of notice (or combination thereof), severance pay, benefit continuation, vacation pay and any other minimum entitlements (if and as applicable) as are then expressly required to be provided to you pursuant to the Provincial Employment Standards Act. You agree that upon the payment and provision of all such minimum entitlements as required by the Provincial Employment Standards Act, the Company shall have satisfied all of its obligations to you in relation to the termination of your employment, and you will not be entitled to any additional notice, pay in lieu of notice, severance payments, benefits continuance or other compensation of any kind, pursuant to the common law or otherwise, except for any amounts which may be due and remaining unpaid at the time of the termination of employment.

**COMPENSATION:**

<b>SALARY COMPONENT</b>	<b>CAD PER ANNUM</b>
Base salary	<b>109902</b>
COLA	<b>0</b>
Special allowance	<b>0</b>
HPG allowance	<b>0</b>
Target bonus	<b>0</b>
Special pay	<b>0</b>
<b>TOTAL GROSS SALARY</b>	<b>109902</b>

**Notes:**

**1.Base salary** will be paid CAD \$ 52.837 per hour, which when annualized is equivalent to a base salary mentioned above.

**2.COLA** shall be payable in accordance with the work location in 26 pay period. Change of work location may mandate an adjustment to COLA. The same will be made effective from the first day of the new location.

COLA is subject to regular review and may be increased or decreased, or replaced by another compensation component upon certain promotions.

**3.Hourly Rate:** You will be paid CAD \$ 52.837 per hour which is inclusive of your annual Base Salary and COLA amounts above. Your hourly rate will be adjusted based upon any changes made to your Base Salary or COLA amount.

**4.Special allowance** shall be payable in 26 pay period to meet any wage requirement as described in the work permit application approved by appropriate Canadian authorities. Cognizant will discontinue this allowance once the total compensation meets or exceeds the applicable wage requirement.

**5.Target Bonus** program is discretionary, subject to change, and based on individual and company performance. The amount stated above is at 100% payout. However, the actual payout may vary as per performance and associate being active on the Company's payroll at the time of payout in order to receive the bonus pay.

**6.Performance Pay** is 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. The amount stated above is at 100% payout. However, the actual payout may vary as per performance and associate being active on the Company's payroll at the time of payout in order to receive the performance pay.

**7.HPG Allowance:** You will be paid an allowance of \$ **0.0000 CAD** per pay period during your project allocation with **Healthcare Products Group**, which is an annualized amount of \$ **0.0000 CAD**.

In the event of change of your Business unit, there will be an adjustment to HPG allowance effective the first day of the quarter following your allocation to the new Business unit. HPG allowance is subject to regular review and may be increased or decreased, or replaced by another compensation component upon certain promotions.

**PAYROLL:** The fixed pay in Canada will be paid in 26 pay cycles. All components of your compensation will be subject to applicable deductions and withholdings as required by law or as authorized by you.

**ADP Canada** is our payroll partner. Paystubs and tax forms can be accessed on the self-service portal. Refer the affixed ADP registration help document.

The pay cycle is bi-weekly i.e. alternate Friday in accordance with the Company's current payroll policies and practices for **Non-Exempt** associates. Please refer to Appendix A of this letter for policies and practices for **Non-Exempt** associates.

**TIMESHEET:** During your deputation at Cognizant Canada, you shall continue to fill the timesheet in a timely manner and update leaves if availed, in accordance with the Company policy.

**BENEFITS:** Associates and their eligible dependents will be covered under the Company's benefits program which the Company offers to similarly situated Associates in Canada. All benefit coverage is subject to the terms and conditions of applicable plans and policies. From time to time, the Company may review its benefits, policies and practices and may alter or change them at its discretion.

**Other Offshore Benefits - 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 further details.

**VACATION LEAVES:** Associates are eligible for accrual of vacation time and vacation pay as shared below:

### Level/Grade - Days per Year

- Up to and including Manager Level - 10 days if less than 5 years of service with Cognizant Canada;

15 days thereafter

- Senior Manager - 12 days if less than 5 years of service with Cognizant Canada; 15 days thereafter
- All Director Levels - 15 days
- Assistant Vice President and above - 20 days

Vacation time and pay will be accrued and paid in accordance with Cognizant Canada vacation policy and in compliance with the Provincial Employment Standards Act.

An associate may only carry forward to the next calendar year unused accrued statutory vacation days (no statutory vacation shall be forfeited). However, if not taken by the end of the calendar year, associates will forfeit any days (and the associated vacation pay) under the Cognizant vacation policy in excess of the statutory amounts. The Company reserves the right to schedule associate vacations to reduce year over year carry-over, where necessary.

**SICK LEAVES:** Associates are eligible for seven (7) paid calendar days off each calendar year due to personal illness, which are inclusive of and shall apply towards any entitlement to statutory leaves of absence under applicable employment standards legislation whenever possible. Associates may also avail sick days to care for an immediate family member.

Unused sick days cannot be carried forward nor encashed.

To receive paid time off due to illness, an associate should notify his or her supervisor or Account Manager within one-half hour of the normal starting time of each day of absence, in accordance with the procedures set forth in the Absence/Lateness policy found in the **Canada Associate Handbook**.

An associate may be required at the Company's request to furnish a Doctor's note to support his or her absence.

Excessive incidents of short-term absenteeism resulting in unsatisfactory performance or a negative impact on the efficiency and productivity of the Company may subject associates to counseling or other corrective action and could result in termination of employment. Associates who are absent for three (3) consecutive days without notifying the Company shall be considered to have voluntarily terminated, unless there exists any reasonable circumstances that preclude notification.

**AMENDMENT:** All the above terms are as per our current policies and practices or contracts of insurance and may be amended from time to time. While employed by Cognizant in Canada, you will continue to be governed by all other service conditions and rules of the Company as framed from time to time.

**TRANSFER ACKNOWLEDGEMENT** If you accept this transfer offer 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.

You will appreciate that, the information related to your compensation is a matter, strictly confidential between you and the Company and you are expected to treat it with utmost confidentiality.

Any representations, promises or agreements, whether written or oral, that are not expressly written in this letter, or are contrary to or in 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.

**HR ORIENTATION:** To facilitate assimilation of Cognizant Canada policies, the [CanadaHR](#) team conducts weekly orientation sessions. WebEx sessions are conducted every Wednesday from 9:30 AM - 11:30 AM EST. We urge you to take advantage of this opportunity and attend the session. Link: <https://cognizantcorp.webex.com/meet/Alolika.Roy>

We wish you continued success with the Company.

For **Cognizant Technology Solutions**



**Gayathri Gurusamy**  
**Manager - HR**  
**Canada**

I have read, understood and accept the above and also the terms contained in the Appendix A.

Associate name\_\_\_\_\_

Associate signature\_\_\_\_\_

Date\_\_\_\_\_



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5140 Yonge Street, 7th Floor, North York  
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Ontario L5N 0E4**

## **APPENDIX A: CANADA NON-EXEMPT ASSOCIATES**

### ***WORKING HOURS, TIME TRACKING AND COMPENSATION***

Cognizant establishes the time and duration of working hours as required by workload, customer service needs, the efficient management of associates, and any applicable Provincial laws. Based on these business considerations, Cognizant has determined that your position will be classified as Non-Exempt.

As a Non-Exempt associate your annual salary and COLA (if applicable) will be converted to an hourly rate for the purpose of determining both regular and overtime pay. The same will be calculated and paid out to you as mandated by applicable provincial law.

Standby time does not count towards hours worked, subject to applicable law. Managers may schedule overtime or extra shifts however associates are not permitted to work overtime without the prior written approval of their supervisor; this includes starting work early and skipping designated meal breaks. If an employee does work unauthorized overtime, the employee will still be compensated for all hours worked, but will be subject to discipline for failing to comply with Company policies and procedures. For the purposes of overtime compensation, only hours worked in excess of daily overtime thresholds as set by Provincial law will be counted, except where otherwise required by law. Vacation hours, sick time, holiday pay, and other forms of leave (whether paid or unpaid) will not count as hours worked for purposes of paying overtime, subject to applicable law.

Required associate attendance at lectures, meetings, and training programs, including any travel time required (except for the employee's normal commuting time), will be considered hours of work, and therefore will be compensated time, if management mandates and authorizes attendance. If attendance at any of the above mentioned events is optional, you and your manager should contact human resources in advance.

A workweek for purposes of tracking hours is defined as seven consecutive 24-hour periods. Your hours are set by your manager and local office with additional break(s) and an unpaid break for lunch, when mandated by the province in which you work. Different work schedules may be established by Cognizant Management to meet job assignments and provide the necessary services. Depending on your work location, you must abide by the lunch breaks and additional breaks, if applicable, required by the laws of the Province in which you work. Please refer to your Talent Manager for further information.

Each associate's scheduled work hours will be determined by his or her supervisor. The BU head, or the BU head's designee, will inform associates of their daily schedule of hours of work, including any changes that are considered necessary or desirable by Cognizant. Should you have a need to work from home, you must obtain prior written approval from your supervisor.

### **TIMESHEETS**

Associates must not engage in "off-the-clock" or unrecorded work and are required to comply with this policy. "Off-the-clock" work is work you perform but fail to report on your time sheet. Non-Exempt Associates are prohibited from performing any "off-the-clock" work and will be subject to discipline for doing so. All Cognizant associates are required to submit timesheets in HCM every Friday in accordance with the Company's current payroll policies and practices for Non-Exempt Associates. The Supervisor will review and approve the timesheet to the finance team for payroll processing according to the established schedule. Failure of the associate to submit a timesheet when required or submitting a fraudulent timesheet may result in disciplinary action. Similarly, if any manager or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked, (2) alter

another employee's time records to inaccurately or falsely report that employee's hours worked, or (3) conceal any falsification of time records or to violate this policy, do not do so, but report it to Human Resources or through the 24/7 Compliance Helpline 1-866-824-4897.

Submitting accurate timesheets as a Non-Exempt associate is of critical importance.

Late arrival, early departure and time off such as sick days and vacation days must be recorded properly. Failure to work or take approved paid leave equal to work hours per week, including any sick time, vacation time or holidays may result in a reduced paycheck. Please use the following grid as a guideline for recording time worked:

Minutes Worked	Round Up to
0-15	15 minutes (.25 hrs.)
16-30	30 minutes (.50 hrs.)
31 -45	45 minutes (.75 hrs.)
46-60	60 minutes (1.00 hrs.)

## **PAYCHECKS**

You will receive your paycheck every other Friday unless the Friday falls on a Holiday in which case you will be paid on the working date prior to the Holiday. Please visit One Cognizant to review the payroll schedule for the current year. You should carefully review your paycheck and if you do not believe that you have been paid properly for all hours worked, you should immediately contact human resources.

## **PAID TIME OFF**

As a Non-Exempt associate, you shall be entitled to vacation in accordance with Company vacation policy and up to 7 paid sick days per year. The accumulation of sick leave allows continuation of base wages plus benefits when an eligible associate is required to be absent from work because of illness or illness of an immediate family member. Sick leave accrues at the rate of 0.584 days per month. No paid leave, other than a designated company holiday may be used during the first 90 days of an associate's employment. For additional details regarding sick time and vacation eligibility, please refer to **Canada Associate Handbook**. If you are scheduled to work on a Cognizant-defined business holiday, you should record the holiday as eight hours worked. If you are located at a client site, please follow the client's holiday schedule.

## **NO CALL/NO SHOW**

Not reporting to work and not calling to report the absence is a no call/no show and is a serious matter. The first instance of a no call/no show will result in a final written warning absent emergency circumstances. The second separate offense may result in termination of employment with no additional disciplinary steps. Any no call/no show lasting three days is considered job abandonment and will result in immediate termination of employment absent emergency circumstances.

For **Cognizant Technology Solutions**



**Gayathri Gurusamy**  
**Manager - HR**  
**Canada**

I have read, understood and accept the above terms.

Associate name\_\_\_\_\_

Associate signature\_\_\_\_\_

Date\_\_\_\_\_