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AGREEMENT

This Agreement (the "Agreement"), dated 20-07-2012, is by and between Cognizant Technology Solutions UK Limited ("Cognizant"), and
ABC AGENCY of NO:10, WS STREET, MUMBAI and Shanmugam M

of No:26, First Cross, Anantha Avenue.

By this Agreement:

1. For the purposes of this agreement, the following words shall have the meanings set out below:

"Affiliate" means in relation to a company its subsidiaries, its parent company and its parent company's subsidiaries (each as defined in the Companies Act 2006) from time to time;

"Agency" means [name and registered address of the agency]

"Agency Agreement" means the agreement between Cognizant and the Agency dated [20-07-2012]

"Cognizant Client" means any person or entity to whom or which the Consultant or the Company or any of their employees or agents is introduced or to whom or which the Company or the Consultant or any of their employees or agents provide services in the 12 months immediately before the Termination Date or in respect of whom the Company or the Consultant have been given Confidential Information and who or which is a client of Cognizant or any of its Affiliates.

"Confidential Information" means (i) any information or material designated as confidential or proprietary by Cognizant or that by its nature should be deemed to be confidential or proprietary; and (ii) any information relating to the financial affairs or position of Cognizant, any negotiations, agreements, contracts, or transactions of Cognizant, any of Cognizant's trade secrets, including secret processes, equipment, plans, specifications, drawings, designs, formulae, software, customer agreements, and data, and any of Cognizant's processes, equipment, specifications, drawings, designs, formulae, software, customer agreements, and data whether trade secrets or not and (iii) the aforementioned matters in respect of any Affiliate or any licensor, licensee or customers or clients of Cognizant or any of its Affiliates or any firm or company collaborating with Cognizant or any of its Affiliates in business or acting as a subcontractor except that information that has become known to the public generally through no breach of any obligations owed to Cognizant or its Affiliates on the part of the Company or the Consultant or the Company or information that Cognizant or its Affiliates regularly gives to third parties without restriction on use or disclosure shall, subject to the terms of paragraph 9 not be regarded as confidential.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

"Inventions" means inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.

"Restricted Business" means the goods or services provided by Cognizant or its Affiliates to its clients or customers but limited to goods or services with which the Company or Consultant were concerned or for which the Company or Consultant were responsible or regarding which the Company or the Consultant were in receipt of Confidential Information during the 12 month period immediately prior to the Termination Date.

"Restricted Employee" shall mean any senior employee, worker or consultant of Cognizant or its Affiliates employed or engaged at the Termination Date in the capacity of director or in any research, technical, IT, financial, marketing or sales function or other managerial role with whom the Company or the Consultant have worked at any time during the period of [12] months preceding the Termination Date, and shall not include any employee worker or consultant employed or engaged in an administrative, clerical, manual or secretarial capacity;

"Restricted Services" means goods or services that are the same as or similar to the Restricted Business

"Termination Date" means the date of the termination of this agreement;

"Work" means the provision of certain consulting and other services by the Company or the Consultant under the direction and control of Cognizant or any of its Affiliates which shall include any work carried out for the purposes of preparing a proposal to be placed before Cognizant for the provision of further services on the part of the Consultant and the Company;

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2. Engagement. Cognizant, in accordance with the terms of the Agency Agreement engages the Company, acting as an independent contractor, to carry out the Work through the services of its employee and / or director, the Consultant.
3. Compensation.
In full consideration of all services rendered by the Company and the Consultant and for all rights granted or relinquished by the Company and the Consultant under this Agreement, Cognizant shall (a) provide certain Confidential Information to the Company and the Consultant for the sole purpose of enabling the Company and Consultant to prepare a proposal to put before Cognizant for the provision of further services on the part of the Consultant and the Company and for the provision of such further Work as the Company may require and (b) pay certain fees to Agency to be agreed with the Company and the Consultant and in accordance with the terms of the Agency Agreement.
All taxes, national insurance contributions, social security payments and any other sums due to be withheld on any and all amounts paid under this Agreement shall be the responsibility of the Company and the Consultant. The Company and the Consultant agree to jointly and severally indemnify and keep Cognizant and its Affiliates employees officers and agents indemnified against any judgments, fines, costs, or fees associated with such payments or withheld sums.
4. Obligations during term. During the term of this Agreement the Company and the Consultant should act in the best interests of Cognizant and its Affiliates and may not be without the express written authorisation of Cognizant be employed or engaged by any customer or client of Cognizant or any other party in competition with Cognizant or any of its Affiliates and may not whether on their behalf or for or on behalf of anybody else whether directly or indirectly solicit entice away or employ or attempt to solicit entice away or employ any senior employee, worker or consultant of Cognizant or its Affiliates who are employed or engaged in the capacity of director or in any research technical IT financial marketing or sales function or other managerial role. For the avoidance of doubt during the term of this agreement the Company and the Consultant may be employed or engaged by a third party who or which is not a customer or client of Cognizant provided that in doing so they do not breach their obligations under this Agreement.
5. Non-Solicitation/Non-Compete. For one (1) year after the Termination Date the Company and Consultant will not without the express written consent of Cognizant directly or indirectly whether on its or his own account or for or on behalf of anybody else:
 - a. in competition with Cognizant or any of its Affiliates solicit or attempt to solicit or accept any engagement or employment with a Cognizant Client in connection with the provision of Restricted Services;
 - b. In connection with the provision of Restricted Services and in competition with Cognizant or any of its Affiliates set up, carry on, be employed by, provide services to, be associated with or be engaged or interested in whether as director, employee, principal, agent, member, consultant or otherwise any business which is or is intended or about to be in competition with Cognizant or its Affiliates save as a shareholder of not more than 3% of any public company whose stock or shares are quoted or dealt in any recognised investment exchange.
 - c. solicit or entice away, or attempt to entice away from Cognizant or any of its Affiliates any Restricted Employee or employ, offer to employ or enter into partnership with any Restricted Employee whether or not the termination of such Restricted Employee's engagement or employment with Cognizant or any of its Affiliates would amount to a breach of that Restricted Employee's obligations towards Cognizant or any of its Affiliates.
 - Nothing in this paragraph 5 shall stop the Company or the Consultant from (i) being employed or engaged by or interested in any person or entity to the extent that its or his activities shall relate solely to (a) geographical locations in which the person or entity does not compete or seek to compete with Cognizant or its Affiliates in the Restricted Business and (b) matters of a type with which the Company or the Consultant were not materially concerned in the 12 months immediately preceding the Termination Date.

If the Company or the Consultant breaches or threatens to breach any of the provisions of this Paragraph 5, the Company and the Consultant agree that Cognizant's remedy at law will be inadequate, and accordingly, Cognizant shall be entitled to injunctive relief in any action or proceeding brought to enforce the terms of this Paragraph 5.

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6. Cognizant Property. The Company and the Consultant shall give Cognizant full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by the Company or the Consultant at any time during the course of the provision of the Work. The Company and the Consultant acknowledge that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in Cognizant absolutely or such third party as Cognizant may nominate. To the extent that they do not vest automatically the Consultant holds them on trust for Cognizant. The Company and the Consultant agree to promptly execute all documents and do all acts as may, in the opinion of Cognizant, be necessary to give effect to this clause. The Company and the Consultant hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which they have or will have in any existing or future works referred to in this Agreement.
7. Power of Attorney. If Cognizant is unable for any reason to secure the Consultant's signature on any document needed in connection with the actions specified in paragraph 6, the Consultant hereby irrevocably designates and appoints Cognizant and its duly authorized officers and agents as the Consultant's agent and attorney in fact, to act for and in the Consultant's behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this agreement with the same legal force and effect as if executed by the Consultant. The Company and Consultant hereby waive any and all claims, of any nature whatsoever, that the Company or Consultant now or may hereafter have for infringement of any rights assigned to Cognizant under this Agreement.
8. Confidentiality. The Company and the Consultant acknowledge that both or either of them will receive Confidential Information for the purposes of carrying out the Work. Except for the purpose of carrying out the Company's or Consultant's duties with Cognizant and only with Cognizant's authorization, subject to paragraph 9 of this Agreement neither the Company nor the Consultant shall communicate or disclose or allow the communication or disclosure to any person of Confidential Information.
9. Compelled Disclosure. If the Company or the Consultant is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, it is agreed that the Consultant or the Company or their representatives, as the case may be, will provide Cognizant with prompt notice of such request(s) so that Cognizant may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. If such protective order or other remedy is not obtained, or Cognizant grants a waiver hereunder, the Company or the Consultant or their representatives may furnish that portion (and only that portion) of the Confidential Information which they or their representatives are legally compelled to disclose and will exercise their best efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished. Save in respect of disclosure to any Court or other authority where compelled to do so, the fact of such compulsion does not relieve either the Consultant or the Company of their obligations regarding Confidential Information as set out in paragraph 8.
10. Return of Confidential Information and other property. Promptly following the earlier of (i) the termination of this Agreement and (ii) the written request of Cognizant, the Company or the Consultant will deliver to Cognizant all documents or other materials furnished by Cognizant to the Company or the Consultant together with all copies thereof, including computer disks, memory sticks and any other type of storage device in the possession of the Company or the Consultant. In the event of such request, all other documents or other materials constituting or containing Confidential Information, together with all copies thereof in the possession of the Company or the Consultant, will be destroyed or irretrievably deleted with any such destruction or deletion confirmed by the Consultant or the Company in writing to Cognizant.
11. Independent Contractor. The Company is an independent contractor and the Consultant is not an employee of Cognizant or any of its Affiliates, and the Company and the Consultant are not the legal representatives or agents of, nor do they have the power to bind Cognizant or any of its Affiliates for any purpose whatsoever. The scope of the Company's and the Consultant's engagement does not include any supervisory responsibilities with respect to Cognizant personnel or that of any of its Affiliates. The Company and the Consultant expressly acknowledge that the relationship intended to be created by this Agreement is a business relationship based entirely on and circumscribed by the express provisions of this Agreement and the Agency Agreement and that no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. Cognizant shall carry no worker's compensation insurance or any health or accident insurance to cover the Consultant. Cognizant shall not pay contributions to social security, national insurance fund, or national, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship.

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12. Scope; Termination. This Agreement is intended to cover Confidential Information disclosed by Cognizant both prior and subsequent to the date hereof. This Agreement may be terminated by any party by giving the other parties no less than thirty (30) days prior written notice; provided, however, that, notwithstanding anything herein to the contrary, the Company's and the Consultant's obligations with respect to each item of Confidential Information and their obligations in paragraphs 3 and 5 to 10 inclusive of this Agreement will survive the termination of this Agreement or the Agency Agreement.
13. Entire Agreement; Amendment; Waiver; Invalidity. This Agreement, together with its schedules and exhibits (if any), constitutes the entire agreement between the parties as to the subject matter hereof, and shall supersede all prior understandings, letters, agreements, contracts and other documents. This Agreement may not be amended except by an instrument in writing signed on behalf of the parties hereto. Either party hereto may extend the time for the performance of any of the obligations or other acts of the other party hereto or waive compliance by the other party hereto with any of the agreements or conditions contained herein; provided, that the waiver by either party hereto of any condition or of a breach of any other provision of this Agreement shall not operate or be construed as a waiver of any other condition or any other provision or subsequent breach. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, all of which shall remain in full force and effect.
14. Governing Law; Construction. This Agreement shall be governed by and construed in accordance with the laws of England, without giving effect to conflict of law provisions and the parties shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. The construction and interpretation of this Agreement shall not be strictly construed against the drafter.
15. Successors and Assigns; No Third Party Beneficiaries; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives. Nothing in this Agreement is intended to confer any rights or remedies on any person or entity that is not a party to this Agreement. Neither this Agreement nor any right or obligation hereunder may be assigned, transferred or delegated, voluntarily or by operation of law, by any party without the prior written consent of the other parties; provided, that no such consent shall be necessary for such an assignment, transfer or delegation by any party to any entity controlling it, controlled by it, or under common control with it, or to any entity that succeeds to the Cognizant business by purchase, merger, consolidation or other corporate transfer.
16. Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties.
17. Headings. The headings and subheadings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.