

NON-DISCLOSURE, NON-COMPETITION AND INVENTION ASSIGNMENT AGREEMENT

This Non-Disclosure, Non-Competition and Invention Assignment Agreement ("Agreement") is made by and between marketRx, Inc., a Cognizant Company (hereinafter "Employer") and Rajesh Govindaraman ("Employee"), to be effective as on your date of joining Cognizant.

In consideration for Employee's obligations under, and agreement to be bound by the terms of, this Agreement, Employer, including any of its subsidiaries, divisions and affiliates, as well as majority-owned companies of such subsidiaries, divisions and affiliates, and their respective successors or assigns (collectively, "the Company"), agrees, as applicable to Employee's circumstances, to extend an offer of at-will employment to Employee, or to continue Employee's at-will employment, and/or to issue options to purchase shares of Common Stock of the Company pursuant to the terms and conditions set forth in the stock option agreement issued to Employee by the Company. Employee's employment can be terminated with or without cause by Employee or Company at any time.

Nothing contained in this Agreement will limit or otherwise alter the foregoing, except that as additional consideration for this Agreement, Employer agrees to provide ten (10) days oral or written notice to Employee before terminating Employee's employment (or, at the Company's sole option, ten (10) days' pay in lieu of notice) unless such termination is deemed in the discretion of the Company to be for willful misconduct, in which case, neither notice nor pay in lieu of notice is required. Employee acknowledges that further consideration for Employee's obligations under this Agreement is provided by Company's disclosure of such Confidential Information (as defined below) to Employee as is necessary for the performance of Employee's duties.

1.0 Confidential Information and Company Property

1.1 Employee acknowledges that the Company possesses certain Confidential Information which has been or may be revealed to or learned by Employee during employment with the Company. Employee acknowledges that the term "Confidential Information" includes all information that has or could have commercial value or other utility in Company's business, or the unauthorized disclosure of which could be detrimental to the Company's interests, whether or not such information is specifically identified as Confidential Information by Company.

1.2 Employee acknowledges that the Company's business includes all business in which the Company is planning or preparing to engage in and all businesses in which the Company is currently engaged, including the following Information Technology("IT") services: (i) software consulting, (ii) applications management, (iii) development, integration, and re-engineering, (iv) infrastructure management, (v) business process outsourcing, and (vi) a number of related services such as enterprise consulting, technology architecture, program management and change management through its onsite/offshore outsourcing model, as well as such other businesses as the Company may enter, plan to enter, or prepare to enter subsequent to the date that this Agreement is executed ("the Company's Business").

1.3 By way of example and not limitation, Confidential Information also includes any and all information, whether or not meeting the legal definition of a trade secret, concerning the Company's actual, planned or contemplated: (i) marketing plans, business plans, strategies, forecasts, budgets, projections and costs; (ii) personnel information; (iii) customer, vendor and supplier lists; (iv) customer, vendor and supplier needs, transaction histories, contacts, volumes, characteristics, and development; (v) business operations, internal structures and financial affairs; (vii) software and operating systems and procedures; (viii) pricing structure of the Company's services and products; (ix) proposed services and products; (x) contracts with other parties; (xi) performance characteristics of the Company's products; and (xii) Inventions and Works as defined in Section 4.0. Confidential Information also includes any and all information of Company's clients and customers which is deemed confidential by such clients and customers (whether past, present or potential), including, but not limited to: marketing tools, inventions, processes, contact lists, materials, software program code, logic diagrams, flow charts, procedural diagrams, computer programming techniques and know how, maps and any documentation related thereto. Confidential Information does not include information that (a) is or has become widely known to the public other than through improper disclosure or (b) has been independently developed by Employee prior to Employee having access to any Confidential Information as proven by written records and set forth on Attachment A hereto

1.4 During the term of Employee's employment with the Company and thereafter, Employee will not, directly or indirectly, use or disclose to anyone, or authorize disclosure or use of, any of the Confidential Information revealed to, learned by or created by Employee during the course of his/her employment with the Company, unless such use or disclosure is both consistent with the Company's obligations and is for the sole purpose of carrying out Employee's duties to the Company. Employee further agrees that he/she will take all reasonable efforts to protect the confidentiality of Confidential Information.

1.5 Employee acknowledges that Confidential Information is essential to the Company's Business. Employee agrees that at the cessation of his/her employment he/she will return to the Company immediately any and all Company property and documents and other media containing Confidential Information (and all copies thereof) in Employee's possession, custody or control. The Company's property includes but is not limited to all financial books, records, instruments and documents; customer lists; marketing tools; data; reports; software program code; programs; software; hardware; logic diagrams, flow charts, procedural diagrams, computer programming techniques, tapes; rolodexes; telephone and address books; card decks; listings; customer files and records; and any and all other instruments, records and documents recorded or stored on any medium whatsoever relating or pertaining, directly or indirectly, to corporations, governmental entities and other persons and entities with whom the Company has or has had contractual relations, the services or products provided by the Company, or the Company's Business or business affairs.

2.0 Employee Responsibilities and Restrictive Covenants

2.1 To the maximum extent permitted by law, Employee agrees to devote Employee's best efforts and entire business time and attention to the Company's Business during the term of Employee's employment with the Company. Employee agrees that, during the term of Employee's employment, except as otherwise approved in writing by the Company, which approval the Company may in its absolute discretion withhold, Employee will not, either directly or indirectly, or for himself/herself or through, on behalf of, or in conjunction with any person, persons or legal entity, operate, engage in, assist, or be employed by any business activity to or for the benefit of any person or entity other than the Company; provided that the foregoing is not intended to prevent an Employee from pursuing hobbies or participating in any other activity which is not to the detriment of Company. Employee further acknowledges and agrees that Employee has access to the Company's Code of Ethics (the "Code") located at www.cognizant.com and Employee has read and understands the Code and shall abide by all the terms of said Code, as may be amended from time to time, and said Code shall be incorporated into this Agreement.

2.2 Employee agrees that during the term of Employee's employment with the Company and for a period of twelve (12) months after the cessation of Employee's employment, Employee will not, either directly or indirectly, or for himself/herself or through, on behalf of, or in conjunction with any person, persons or legal entity, own, maintain, operate, engage in, assist, consult for, contract with, be employed by, any client, customer or prospective client or customer of the Company for which Employee performed work for, consulted with, provided services to, or performed any job function, including without limitation any sales or related services performed on behalf of the Company, within the twelve (12) months prior to his/her separation from employment with the Company.

2.3 Employee agrees that, during the term of Employee's employment with the Company, and for a period of twelve (12) months thereafter, Employee will not, either directly or indirectly, or for himself/herself or through, on behalf of or in conjunction with any person, persons or legal entity:

(a) solicit, seek to employ, seek to retain or retain the services of any person who is at that time, or was within the previous twelve (12) months, providing services to the Company as an employee or independent contractor within the previous twelve (12) months;

(b) persuade, induce or attempt to persuade or induce any person who has provided services to the Company within the previous twelve (12) months as an employee or independent contractor to leave his/her employment or to refrain from providing services to the Company; or

(c) either directly or indirectly solicit customers serviced by Employee or sought to be serviced by Employee or customers with whom Employee came into contact in any way on account of his employment with the Company, which solicitation is for or on behalf of any person or entity engaged in or seeking to be engaged in the Company's Business. Employee acknowledges and agrees that pursuit of the activities forbidden by this paragraph would necessarily involve the use or disclosure of Confidential Information in breach of this Agreement, but that proof of such breach would be extremely difficult. Employee further acknowledges and agrees that the prohibitions contained in this paragraph are reasonable and necessary to protect the Company's trade secrets.

3.0 Company Access

Employee agrees and consents that, during the term of Employee's employment with the Company and thereafter, the Company may review, audit, intercept, access and disclose all messages created, received or sent over the electronic mail and internet access system provided by the Company with or without notice to Employee and that such review, audit, interception, access, or disclosure may occur during or after working hours. Employee further consents and agrees that the Company may, at any time, access and review the contents of all computers, computer disks, other data storage equipment and devices, files, desks, drawers, closets, cabinets and work stations which are either on the Company's premises or which are owned or provided by the Company.

4.0 Intellectual Property

4.1 Employee agrees to disclose fully, promptly, and in writing to Employer any and all Inventions and Works, separately defined below, which are conceived, made, reduced to practice, developed, authored, created, drawn or written at any time while Employee is employed by the Company and for a period of six (6) months thereafter. Employee will generate and provide to the Company adequate and current written records of all Inventions and Works in the form of notes, sketches, drawings, reports, flow charts, procedural diagrams, logic diagrams, software program code, procedural diagrams, computer programming techniques or other documents relating thereto or in such other form as will be requested by the Company, which records and any copies thereof will be and will remain the exclusive property of Employer and will be available to the Company at all times.

4.2 Employer and Employee agree that "Inventions," is defined in this Agreement to include any and all new or useful ideas, developments, discoveries, improvements, designs, formulas, modifications, trademarks, service marks, trade secrets, and other intellectual property, whether patentable or not (including without limitation any technology, computer programs, software, software program code, logic diagrams, flowcharts, procedural diagrams, computer programming techniques, test, concept, idea, process, method, composition of matter, formula or technique), and all knowhow related thereto, which Employee conceives, makes, reduces to practice, or develops, solely or jointly with others (i) which relate to the actual or contemplated business, work or activities of the Company, (ii) which result from or are suggested by any work which Employee has done or may do on behalf of the Company, or by any information that Employee may receive by virtue of Employee's employment by the Company, or (iii) which are developed, tested, improved or investigated either in part or entirely on time for which Employee was paid by the Company, or with the use of premises, equipment or property provided, owned, leased, or contracted for by or on behalf of the Company.

4.3 Employer and Employee agree that "Works" is defined in this Agreement to include any and all materials for which copyright protection may be obtained, including without limitation literary works (including books, pamphlets, articles and other writings), mask works, artistic works (including designs, graphs, drawings, blueprints and other graphic works), computer programs, software program code, logic diagrams, flowcharts, procedural diagrams, computer programming, compilations, recordings, photographs, motion pictures and other audio-visual works which Employee authors, conceives, creates, draws, makes, or writes, solely or jointly with others (i) which relate to the actual or contemplated business, work or activities of the Company, (ii) which result from or are suggested by any work which Employee has done or may do on behalf of the Company, or by any information that Employee may receive by virtue of Employee's employment by the Company, or (iii) which are developed, tested, improved or investigated either in part or entirely on time for which Employee was paid by the Company, or with the use of premises, equipment or property provided, owned, leased, or contracted for, by, or on behalf of the Company.

4.4 Employee agrees to assign, transfer and convey, and hereby assigns, transfers and conveys to Employer all of the rights, titles and interests in and to any and all such Inventions and Works that Employee has or may acquire in such Inventions or Works which are conceived, made, reduced to practice, developed, authored, created, drawn or written at any time while Employee is employed by the Company and for a period of six (6) months thereafter. Employee agrees that Employer will be the sole owner of all patents, copyrights, trademarks and other intellectual property rights in connection therewith, and agrees to take all such actions as may be requested by the Company during Employee's employment with the Company and at any time thereafter, with respect to any such Inventions or Works to confirm or evidence such assignment, transfer, conveyance or ownership, and to assist in the Company's maintenance, enforcement, license, assignment, transfer, or conveyance of rights in respect of the Inventions or Works. Employee understands that if s/he is employed by the Company in California, his/her obligation to assign rights in inventions does not apply to an invention that qualifies fully under the provisions of California Labor Code Section 2870.

4.5 By way of example and not limitation, at any time and from time to time, upon the request of the Company, Employee agrees to execute, acknowledge, swear to, seal and deliver to the Company, any and all lawful instruments, documents and papers, give evidence and do any and all other lawful acts that, in the opinion of the Company, are or may be necessary or desirable to document such assignment, transfer and conveyance or to enable the Company to file and prosecute applications for and to acquire, maintain and enforce any and all patents, trademarks, copyrights and other property rights under United States, local, state or foreign law with respect to any such Inventions or Works or to obtain any extension, validation, reissue, continuance or renewal of any such patent, trademark, copyright, or other intellectual property right. By way of further example and not limitation, Employee agrees to meet with the Company representatives or attorneys for the purpose of initiating, maintaining or defending litigation, administrative or other proceedings; and to participate fully in litigation, administrative or other proceedings as requested by the Company. In the event that the Company may be unable, for any reason whatsoever, after reasonable effort, to secure Employee's signature on any patent, copyright, trademark or other intellectual property application or other papers, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Employee's agent and attorney-in-fact to act for and on behalf of Employee to execute, acknowledge, swear to, seal and deliver to the Company and to file any such application or applications or other papers, and to do all other lawfully permitted acts to further the provisions of Section 4 of this Agreement.

4.6 Employer agrees to reimburse Employee for reasonable expenses incurred by Employee in complying with the provisions of Sections 4.4 and 4.5 of this Agreement. Employer and Employee agree that Employee is not entitled to additional compensation beyond that paid to Employee for the period of time that he/she is employed by the Company, which compensation, along with the Employer's understandings set forth in this Agreement, is expressly acknowledged to be adequate consideration for all of the Employee promises and obligations set forth in this Agreement.

4.7 Employee expressly acknowledges and states that all Works which are made by Employee (solely or jointly with others) are being created at the instance of Employer and are "works made for hire," as that term is defined in the Copyright Act of 1976, 17 USC § 101. In the event that such laws are inapplicable or in the event that any such Works, or any part thereof, are determined by a court of competent jurisdiction not to be a work made for hire, this Agreement will operate as an irrevocable and unconditional assignment by Employee to Employer of all Employee's right, title and interest (including, without limitation, all rights in and to the copyrights throughout the world, including the right to prepare derivative works and the rights to all renewals and extensions) in the Works in perpetuity.

4.8 Employee represents that Attachment A to this Agreement describes all inventions and works, whether patentable or not, which have been conceived, made, reduced to practice, developed, authored, created, drawn or written prior to Employee's employment by the Company. Provided, however, that Employee has not disclosed in Attachment A information that is a trade secret belonging to another, or which is the subject of a contract preventing Employee's disclosure of the information to the Company.

5.0 **Employee Representations**

5.1 Employee represents and warrants that this Agreement and his/her employment by the Company does not conflict with and will not be constrained by any prior business relationship or contract, that Employee does not possess trade secrets or other proprietary information arising out of any prior business relationship or contract that, in Employee's best judgment would be utilized in connection with Employee's employment with the Company. Employee further agrees that he/she will not disclose any such trade secrets or other proprietary information to the Company or others.

5.2 Employee represents and warrants that (i) before signing this Agreement, he/she has read this Agreement and is entering into this Agreement freely and with knowledge of its contents with the intent to be bound by it and the restrictions contained herein; (ii) the restrictions imposed on Employee by this Agreement are fair, reasonable and proper and required for the protection of the Company's business interests, particularly its investments in me (e.g., my job knowledge and skills), its Confidential Information, as well as the goodwill developed, and its business relationships, with its clients, customers and prospective clients and customers; and (iii) the restrictions imposed on Employee by this Agreement, particularly, the post-termination restrictions, shall not preclude Employee from earning a living or engaging in Employee's profession or trade, or pursuing a career or a business.

6.0 Interpretation

6.1 Wherever this Agreement contemplates that Employee will have an obligation or restriction at or after the term of Employee's employment with the Company, Employee agrees that that obligation or restriction will exist without regard for which party to the Agreement terminates the employment relationship, and without regard for the reason (or lack thereof) for the termination of the employment relationship.

6.2 Employer and Employee agree that if all or any portion of a covenant is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision, Employee will be bound by any lesser covenant subsumed within the terms of such covenant which lesser covenant imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

6.3 Employer and Employee agree that the headings in this Agreement are included solely for convenience and will be given no effect in the construction of this Agreement.

6.4 Employer and Employee agree that, although this Agreement was drafted by Employer, it accurately reflects both parties' intent and understanding and should not be presumptively construed against the Company in the event that there is any dispute over the meaning or intent of any provision.

7.0 Enforcement

7.1 If requested by the Company, Employee agrees, at any time during the term of Employee's employment and thereafter, to reaffirm in writing the obligations imposed by, and Employee's past compliance with, any or all of the provisions of this Agreement.

7.2 Employee agrees that if he/she engages in any activities prohibited by this Agreement or fails to take actions required by this Agreement, irreparable harm to the Company will likely result, for which a remedy in the form of damages may not be adequate or otherwise ascertainable. Consequently, the Company will be entitled to temporary, preliminary and permanent injunctive relief against Employee. This section will not limit any other legal or equitable remedies that the Company may have against Employee for violations of these restrictions.

7.3 Employer and Employee agree that this Agreement will be governed by the laws of New Jersey, without giving effect to the conflict of laws provisions thereof. All suits, proceedings and other actions relating to, arising out of or in connection with this Agreement will be submitted solely to the in personam jurisdiction of the United States District Court for the District of New Jersey ("Federal Court") or to any court of general jurisdiction in the state of New Jersey if the Federal Court lacks jurisdiction to hear the matter. Employee hereby waives any claims against or objections to such in personam jurisdiction.

7.4 Employer and Employee agree that, in any lawsuit for breach of this Agreement, the prevailing party will be entitled to recover its/his/her reasonable attorneys' fees and costs, including expert witness fees, unless there is an express determination by the court that the non prevailing party's position was substantially justified.

8.0 General

8.1 Employer and Employee agree that this Agreement will be binding upon and inure to the benefit of the Company, its successors and assigns. This Agreement may be assigned in whole or in part by Employer to a successor to all or substantially all of the business or assets of Employer or the sub portion of the business or assets of Employer that relate to Employee's duties; or to any division or part of Employer; or to any subsidiary, affiliate or division; or to any entity which is majority-owned by Employer or its subsidiaries, divisions or affiliates.

8.2 Employer and Employee agree that any term or provision of this Agreement may be amended or waived only by a writing signed by Employee and an officer of Employer. The failure of either party to enforce any of the provisions in this Agreement will not be construed to be a waiver of the right of that party to enforce such provision thereafter.

8.3 In the event that, any one or more of the restrictions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason including, but not limited to, being excessively broad as to duration, geographical scope, activity or subject, it shall be construed or modified by limiting and reducing it, so as to provide the Company with the maximum protection of its business interests and yet be enforceable under the applicable law as it shall then exist. To the extent any one or more of such restrictions cannot be so construed or modified, and if any other provision of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then it shall be severed from this Agreement and the invalidity, illegality or unenforceability thereof shall not affect any of the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable restriction or provision had never been contained herein.

8.4 Employee agrees that this Agreement is not confidential, and that the Company may, during the term of Employee's employment with the Company and thereafter, provide copies of this Agreement to others, including Company customers or potential customers, persons or entities which may employ, do business with, or consider employing or doing business with Employee in the future.

8.5 Employee and Employer agree that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

8.6 By his/her signature below, Employee acknowledges that he/she (i) has had sufficient opportunity to read each provision of this Agreement and understands each provision, (ii) has had an opportunity to review the Agreement with legal counsel of Employee's choice, (iii) is not under duress and (iv) is not relying on any representations or promises that are not set forth in the Agreement.

EMPLOYEE:		COMPANY:	
Name	Rajesh Govindaraman	Name	JAMES LENNOX
Title		Title	VICE PRESIDENT, HUMAN RESOURCES
Date	06/11/2012	Date	06/11/2012

✓ This page has been signed by Rajesh Govindaraman on 06/11/2012

ATTACHMENT A

1. The following is a complete list of all inventions and works that have been conceived, made, reduced to practice, developed, authored, created, drawn or written by me alone or jointly with others prior to my engagement by the Company.

- ☒ None
- ☐ See below.

☐ Due to a preexisting contract with another party, I cannot disclose certain Inventions or Works that would otherwise be included on the above-described list.

EMPLOYEE:			
Name	Rajesh Govindaraman		
Title		Date	06/11/2012

✓ This page has been signed by Rajesh Govindaraman on 06/11/2012

APPENDIX A TO THE NON-DISCLOSURE, NON-COMPETITION AND INVENTION ASSIGNMENT AGREEMENT FOR INDIVIDUALS WORKING IN CALIFORNIA

This Appendix A ("Appendix") to the Non-Disclosure, Non-Competition and Invention Assignment Agreement ("Agreement") is made by and between marketRx, Inc., a Cognizant Company (hereinafter "Employer") and Rajesh Govindaraman ("Employee"), to be effective as

of the earliest date on which both of the following occur: (a) Employee signs the Agreement and (b) Employee is working for Employer in California.

1. Employee agrees that during the time period in which Employee works for Employer in California, Section 2.2 and Section 2.3 of the Agreement are hereby deleted in their entirety and replaced with the following:

2.2 Employee agrees that during the term of Employee's employment with the Company, Employee will not, either directly or indirectly, or for himself/herself or through, on behalf of, or in conjunction with any person, persons or legal entity, own, maintain, operate, engage in, assist, consult for, contract with, be employed by, any client, customer or prospective client or customer of the Company for which Employee performed work for, consulted with, provided services to, or performed any job function, including without limitation any sales or related services performed on behalf of the Company, within the twelve (12) months prior to his/her separation from employment with the Company.

2.3 Employee agrees that, during the term of Employee's employment with the Company, and for a period of twelve (12) months thereafter, Employee will not, either directly or indirectly, or for himself/herself or through, on behalf of or in conjunction with any person, persons or legal entity:

(a) solicit, persuade, induce or attempt to solicit, persuade or induce any person who is providing services, and did provide services within the previous twelve (12) months, to the Company as an employee or independent contractor, to reduce or terminate his/her services to, the Company; or

(b) solicit customers who were serviced by Employee or sought to be serviced by Employee or customers with whom Employee came into contact in any way on account of his employment with the Company, which solicitation is undertaken by use of any of the Company's Confidential Information and its intent or effect would be for such customers to reduce or terminate their relationship with the Company, or to refrain from doing business with the Company. Employee acknowledges and agrees that pursuit of the activities forbidden by this paragraph would necessarily involve the use or disclosure of Confidential Information in breach of this Agreement, but that proof of such breach would be extremely difficult. Employee further acknowledges and agrees that the prohibitions contained in this paragraph are reasonable and necessary to protect the Company's trade secrets."

2. Employee understands, acknowledges and agrees that the foregoing amendment to the Agreement shall only be in effect and applicable to Employee for so long as Employee works for Employer in California.

3. Except as amended by this Appendix, the Agreement shall remain in full force and effect. In addition, the Agreement shall remain unchanged and continue to be applicable to Employee in its unmodified version (i.e., without the amendment set forth in Paragraph 1 of this Appendix) whenever and for so long as Employee works for Employer in a state other than California.

EMPLOYEE:		COMPANY:	
Name	Rajesh Govindaraman	Name	JAMES LENNOX
Title		Title	VICE PRESIDENT, HUMAN RESOURCES
Date	06/11/2012	Date	06/11/2012

✓ This page has been signed by Rajesh Govindaraman on 06/11/2012