

ANNEXURE - B

Cognizant Technology Solutions India Private Limited

A SUMMARY OF THE TERMS AND CONDITIONS OF SERVICE

Cognizant Technology Solutions India Private Limited (Cognizant), formerly Dun & Bradstreet Satyam Software began as a joint venture between the Dun & Bradstreet Corporation of Connecticut, USA and Satyam Computer Services Limited, Secunderabad. The Company was established in January 1994 with the aim of providing software product development, support and project services to various D&B divisions engaged in diverse fields of Marketing, Advertising, Promotion and Sales Management, Risk Management & Collection Services, Financial & Investment Management, Information Systems Management, Directory Advertising and Health Care Information. At a later point in time, these services were extended to the clients of the Dun & Bradstreet Corporation.

In November 1996, the Dun & Bradstreet Corporation was restructured into three-business units worldwide - The New D&B Corporation, The Cognizant Corporation and AC Nielsen. In October 1997, Cognizant became a wholly owned subsidiary of the Cognizant Corporation, USA.

With an exceedingly good beginning and a desire to set tougher challenges for itself, Cognizant decided to look at servicing clients other than the D&B divisions much sooner than planned for. Today, in addition to the companies under the D&B umbrella - Nielsen Media Research, Gartner Group, AC Nielsen, IMS, DBIS etc., Cognizant has as some of its clients, Pacific Stock Exchange, Coopers & Lybrand, Microsoft, Chicago Tribune, CCC etc.

PERSONNEL PHILOSOPHY

Cognizant is a company run by professionals. Our associates are the basic source of our strength. It is around this philosophy that the culture and the organization of the Company revolves. In a fiercely competitive industry, our people lend us the cutting edge. Again, the nature of the industry demands that we continuously challenge ourselves to reach the highest levels of personal performance. With this in mind, we have constantly worked towards developing an environment, which will motivate our associates to reach and maintain outstanding levels of performance.

In addition, to enable our associates to realize their full potential, we ensure that they clearly understand the Company's goals, their roles and responsibilities, and the expectations that the Company has of them.

The Company respects the right of each associate to choose a career path within the broad framework of his / her respective function. We will do our best to provide our associates with opportunities for growth and advancement.

We appreciate the need to continuously educate and train our people, and strive to provide the best training facilities and opportunities to all our associates.

Growth in Cognizant is based entirely on merit and not on seniority. Performance and potential are the key factors, which determine career related decisions.

COMPENSATION PACKAGE

We aim at paying competitive salaries to all our associates. The compensation & benefits are revised once a year. This revision is effected based on a market survey, of compensation and benefits packages across similar service providers. Performance is reviewed annually and the annual performance based revision is done in the month of January.

OTHER BENEFITS

PROVIDENT FUND

Cognizant contributes an amount equivalent to 12% of your Basic pay towards Contributory Provident Fund maintained by the Government. You will be entitled to this benefit from the day of your joining the Company.

GRATUITY

On completing 5 years' continuous service with Cognizant, you will be entitled to the receipt of Gratuity, a social security measure. This amount, equivalent to 15 days basic pay for every completed year of service, will be paid to you at the time of your separation from the Company, be it by resignation, termination or retirement.

ACCIDENT INSURANCE

You will be covered under a scheme which accords you / your family substantial financial protection in case of an accident to you. The scheme provides you an insurance cover 24 hours round-the-clock.

MEDICAL INSURANCE

Additionally, the Company also provides for Medical Insurance (Hospitalization and Domiciliary Hospitalization benefits), under a policy similar to the Mediclaim Policy, covering you and 3 of your dependents - parents, spouse or children.

WORKING HOURS & HOLIDAYS

The standard work week at Cognizant is Monday through Friday from 0900 hours to 1800 hours with an hour's break for lunch. Depending on the nature of the work schedule the standard work hours may be different for associates in some functions.

Cognizant observes 10 National and other Festival Holidays per year. Four National Holidays are observed every year viz. Republic day, May day, Independence day and Gandhi Jayanthi. The Festival Holidays could differ every year.

VACATION

On completing one year's continuous service with Cognizant, you will be entitled to 12 working days of vacation (at the rate of 1 day per month). This leave will be credited to your account at the end of each month the calendar year. Unutilized vacation will lapse at the end of every year.

SICK LEAVE

You are entitled up to 6 days of sick leave with pay in a span of 12 months' period of service. You can accumulate this leave up to a maximum of 18 days.

PERSONAL LEAVE

You will also be entitled to 4 days of Personal Leave every year. This leave can be availed of in cases of emergencies, ill health to family members, personal work, specific religious festivals, etc. Unutilized personal leave will lapse at the end of every year.

NOTICE PERIOD

The notice period is 60 days on either side and/or salary in lieu of notice period on part of the Company only. However, associates who have signed a Service Agreement with the Company will be covered by the clauses in the Service Agreement.

TRANSFERS

Every associate is liable for transfer to any branch of Cognizant or to the offices of its sister concerns in India or abroad.

In all service matters, including those not specifically covered here, such as travel etc., associates will be governed by the rules of the Company for the time being in force.

BUSINESS CONDUCT

Every associate shall, at all times, maintain office decorum. Practices such as reading newspapers or magazines in the reception, having obscene posters/ work station screen savers at your work place, standing in groups and having refreshments in common areas, playing games at your workstation etc. should strictly be avoided.

DRESS CODE

As an associate of an organization that focuses on quality and professionalism, it is imperative that you maintain the highest level of personal effectiveness, which can in no way be compromised. Therefore, you must adhere to Cognizant's dress code while at work. The smart dress code will continue to help you display a professional image to customers, potential employees and the community of visitors.

Monday - Friday - Either Business Formals or Business Casuals

Smart dressing for gentlemen:

Half/full-sleeved collared shirts, collared t-shirts, formal trousers, single-colored full length jeans, corduroys and chinos. These can be paired with appropriate footwear like formal black or brown leather shoes, loafers or sports shoes.

Smart dressing for ladies:

Saree, salwar/churidhar/leggings with kameez, kurtis, tops, collared shirts/t-shirts, formal trousers, single-colored full length jeans, corduroys, chinos and full-length skirts. These can be paired with appropriate footwear.

You should always consider your activities for the day when determining what to wear. If you have to host or attend meetings with clients, or attend a formal gathering, you can be dressed in formal attire.

For more information on the dress code, please visit <https://cognizant20.cognizant.com/DressSmart>

OTHER SERVICE CONDITIONS

Every associate shall at all times maintain absolute integrity and devotion to duty. Every associate of the Company holding a senior and responsible position shall take all possible steps to ensure the integrity and devotion to duty of all associates for the time being under his/her control and authority. No associate shall act in a manner prejudicial to the interests of the Company.

STATEMENT OF FACTS

It must be specifically understood that this offer is made based on the proficiency of professional skills, you have declared to possess as per your resume.

No associate shall at any point of time furnish false information regarding name, age, father's name, qualification, ability or previous service or any other matter germane to employment at the time of employment or during the course of employment. In case, at a later date any of your statements/particulars are found to be false or misleading., the Company shall have the right to terminate your services forthwith.

CONFIDENTIALITY

Every associate is expected to maintain utmost secrecy with regard to the affairs of the Company and shall keep any information, instruments, manuals, relating to the Company that may come to his/her professional knowledge as an associate of the Company.

No associate shall, except in accordance with any general or special order of the Company or in the performance, in good faith, of the duties assigned to him /her, communicate, directly or indirectly, any official document or any part thereof or information (including his/her salary details) to any other officer or other associate, or any other person to whom he/she is not authorized to communicate such document or information. Every associate will be required to sign a "PROPRIETARY RIGHTS AND NON DISCLOSURE AGREEMENT" at the time of joining the services of the Company.

SKILL UPDATE

Every associate shall, on the completion of a project, give an updated version of his/her resume containing current skill levels and proficiency.

CONFLICT OF INTEREST

Any position with the Company calls for whole time employment and every associate will devote himself/herself exclusively to the business of the Company. He/she will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as a shareholder or a debenture holder) in any other trade or business, during his/her employment with the Company, without prior written permission from the competent authority from the Company. Provided that an associate may, without such sanction, undertake honorary work of social or charitable nature of occasional nature of literary, artistic or scientific character subject to the condition of that his official duties do not hereby suffer. No associate of the Company may accept any fee or any pecuniary advantage any work done by him/her for any organization or any private person without the sanction of the competent authority.

CONFIDENTIALITY OF COMPENSATION AND BENEFITS

Every associate is expected to follow the taxation laws, rules and philosophy of compensation & benefits in the letter and spirit and uphold the values of honesty and integrity in all his/her actions. In the course of doing so he or she should maintain utmost secrecy with regard to compensation & benefits package and treat it as a highly individual and confidential matter, not to be discussed with any colleague, other than his/her Manager.

Every associate shall keep confidential any information or manuals relating to the Company's compensation and benefits schemes that may come to his/her professional knowledge as an associate of the Company. No associate shall, except in accordance with any general or special order of the Company, communicate directly or indirectly, any official document or any part thereof or information to any officer or other associate, or any other person to whom he/she is not authorized to communicate such document or information. Every associate shall claim only actual expenses and ensure compliance with the tax laws of the land in letter and spirit.

The above terms and conditions are based on Company policies, procedures and other rules currently applicable. The above rules are subject to amendments from time to time. Every associate shall also abide by all other rules and regulations of the Company as shall be in force, from time to time.

Human Resources

Name : Bala Krishna

Date : 12/12/2013