



COGNIZANT TECHNOLOGY SOLUTIONS US CORPORATION ASSOCIATE HANDBOOK

Note: The information contained in this document is confidential and is intended only for the persons to whom it is transmitted by Cognizant Technology Solutions. Any reproduction or disclosure of the contents of this document, in whole or in part, without prior written consent of Cognizant Technology Solutions is prohibited. By accepting this document, the recipient agrees to preserve its confidentiality.

TABLE OF CONTENTS

DISCLAIMER	iv
INTRODUCTION	1
ASSOCIATE RECORDS	3
EMPLOYMENT REGULATIONS/POLICIES	3
Equal Employment Opportunity (EEO)	3
Policy Prohibiting Harassment	4
Americans With Disabilities Act Policy Statement	5
Immigration Law Compliance	6
ASSOCIATE BENEFITS	6
Health Insurance	6
Life and Accidental Death and Dismemberment (AD&D) Insurance	6
401(k) Plan	6
Employee Stock Purchase Plan	7
Paid Time Off for Illness	7
Vacation Time	7
Unused Paid Vacation Time	8
Holidays	9
Workers Compensation Benefits	9
Short Term Disability Benefits	9
Long Term Disability Benefits	10
Continuation of Health Insurance under COBRA	10
Corporate Sponsorship for U.S. Lawful Permanent Residence (Green Card)	10
LEAVES OF ABSENCE	10
Jury Duty	10
Time to Vote	11
Parental Leave	11
Military Leave	11
Continuation of Health Benefits	11
REQUESTS FOR LEAVE	11
Leave for Active or Reserve Duty	11
Family/Medical Leave	11
Procedure	12
Personal Leave	12
Bereavement Leave	12
ASSOCIATE REFERRAL POLICY	12
LOANS	13
GENERAL POLICIES - CUSTOMER RELATIONS	13
GENERAL POLICIES - OFFICE CONDUCT	13
Standards of Conduct and Disciplinary Procedures	13
Onsite Dress Codes	15
Personal Appearance	15
Associate Property	15
Telephone Calls	16
Safety Rules and Regulations/Accident reports	16
Workplace Security	16
Bulletin Boards	17
Suggestions	17
PERFORMANCE MANAGEMENT PROGRAMS	17
Performance Improvement Plan	18
HOURS, SCHEDULE OF WORK AND WAGES	18
Hours of Work	18
Policy on Exempt Associate Pay	18
Provisions Mandated by the Salary Basis Rules	18
Policy on Non-Exempt Associate Pay	19
Working at a Customer Site	19
Absence/Lateness	20
Weather Emergency	20
Wages and Payment Schedule	20
Wage Deductions	20
GENERAL PROCEDURES AND PROVISIONS	21
References	21
Personnel Files and Records	21

Background Check	21
Termination of Employment	21
Resignation Policy	21
Relocation & Transfer	22
Employment of friends and relatives	22
Complaint Procedure	22
DRUGS, ALCOHOL AND CONTRABAND	23
Alcohol and Drug Awareness	23
Alcohol and Drug Screening	24
CONFIDENTIALITY, CODE OF CONDUCT & DATA SECURITY POLICY	24
Code of Business Conduct	24
Electronic Information and Communication Policy	24
Moonlighting	26
Tape Recording	26
Exit Interviews and Return of Property	27
Cognizant Property	27
PROHIBITION ON DISCLOSURE OR USE OF INSIDE INFORMATION; RESTRICTIONS ON TRANSACTIONS IN	
COMPANY SECURITIES	27
APPENDIX A	28
Code of Business Conduct and Ethics	28
APPENDIX B	35
Statement of Company Policy On Insider Trading And Disclosure	35
APPENDIX C	41
Family/Medical Leave Procedure	41
APPENDIX D	44
Corporate Sponsorship Policy for U.S. Lawful Permanent Residence (Green Card)	44

DISCLAIMER

THIS HANDBOOK IS NOT INTENDED TO CREATE, NOR IS IT TO BE CONSTRUED AS, AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT OR AGREEMENT OF ANY TYPE BETWEEN COGNIZANT TECHNOLOGY SOLUTIONS US CORPORATION (hereinafter "COGNIZANT") AND ITS ASSOCIATES AND SHOULD NOT BE CONSTRUED AS A GUARANTEE OF CONTINUED EMPLOYMENT. RECEIPT OF THE HANDBOOK DOES NOT GRANT A LEGAL RIGHT OR PRIVILEGE OF ANY TYPE TO ASSOCIATES. **THE EMPLOYMENT RELATIONSHIP BETWEEN COGNIZANT AND ITS ASSOCIATES IS "AT-WILL," WHICH MEANS THAT THE EMPLOYER, COGNIZANT OR THE ASSOCIATE, MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANYTIME FOR ANY LAWFUL CAUSE AND OR REASON, WITH OR WITHOUT NOTICE.**

POSSESSION OF THIS HANDBOOK IS NOT NECESSARILY AN INDICATION THAT YOU ARE ELIGIBLE FOR THE VARIOUS BENEFITS DESCRIBED HEREIN; YOU MAY BE REQUIRED TO SATISFY CERTAIN ELIGIBILITY REQUIREMENTS BEFORE OBTAINING COVERAGE. IN SOME INSTANCES, STATE OR FEDERAL LAWS OR THE POLICIES OF OUR CLIENTS MAY IMPOSE REQUIREMENTS IN ADDITION TO THE STATED COMPANY POLICY. FURTHER, IN ANY SITUATION WHERE INSURANCE OR OTHER BENEFITS PLANS ARE CONCERNED, THE TERMS OF THE POLICY OR PLAN PREVAIL OVER THE STATEMENTS IN THIS HANDBOOK. ANY AGREEMENT OR PROMISE ALTERING THE TERMS AND PROVISIONS OF THIS HANDBOOK MUST BE IN WRITING AND SIGNED BY THE DIRECTOR OF TALENT MANAGEMENT OF COGNIZANT.

WHILE COGNIZANT EXPECTS TO CONTINUE ITS POLICIES, PROCEDURES AND BENEFITS, IT RESERVES THE UNCONDITIONAL RIGHT TO MODIFY, REVOKE, SUSPEND, TERMINATE OR CHANGE ANY OR ALL SUCH POLICIES, PROCEDURES AND BENEFITS AT ANY TIME AND WITHOUT NOTICE. THIS HANDBOOK SUPERSEDES ANY AND ALL OTHER ASSOCIATE HANDBOOKS OR POLICIES IN THE UNITED STATES.

FOR THE PURPOSES OF THIS HANDBOOK, AN "ASSOCIATE" IS AN EMPLOYEE OF COGNIZANT WHO IS ON THE PAYROLL OF COGNIZANT US CORPORATION.

INTRODUCTION

Welcome to Cognizant U.S. Corporation.

Cognizant believes that its strength lies in its people. Cognizant believes that if people are given a positive environment, they will work with integrity and responsibility toward achieving their goals and Cognizant's goals. It is around this basic belief that Cognizant's corporate culture has evolved.

Cognizant strives to provide an environment that offers opportunities to contribute to the success of the organization; encourages and rewards high performance; fosters open and honest communication among associates and the Company; nurtures creativity and risk-taking; furnishes meaningful challenges; facilitates constructive debate; promotes individual initiative; and builds trust.

This Associate Handbook serves to provide associates with an overview of some of the policies, procedures and the benefits of Cognizant. It may not be possible to list and explain every policy, procedure or benefit in this Handbook. Therefore, this Handbook is merely a reference tool to guide and assist associates and help them understand what they can expect from working at the Cognizant, and what Cognizant expects from them during their employment. Associates should review this Handbook carefully and refer to it whenever questions arise. If at any time an associate should have any questions about this Handbook for which an answer cannot be found, the associate can contact the Talent Management Team.

Please understand that circumstances may arise which require changes in the policies, practices and benefits described in this manual. Accordingly, Cognizant reserves the right to amend the contents as it deems appropriate. Should any provision in this Associate Handbook be found to be unenforceable or invalid, such finding does not invalidate the entire Associate Handbook, but only that particular provision. This Associate Handbook replaces and supersedes any and all other Cognizant Associate Handbooks, or other Cognizant policies, whether written or verbal, except valid and enforceable collective bargaining agreements.

While Cognizant hopes to have a long and mutually beneficial working relationship with you, regardless of anything that appears in this Handbook or in any other Company publication, policy, statement or practice, the employment relationship between Cognizant and its associates is "at-will," and thus may be terminated by either the associate or Cognizant at any time for any lawful cause or reason or no reason at all, with or without notice.

Cognizant recognizes that, to a great extent, its existence and growth is dependent on its associates. The Company hopes that each and every associate enjoys working at Cognizant and that it will always be a mutually satisfactory relationship.

What you can expect from Cognizant

Cognizant believes in creating a harmonious working relationship among all associates. In pursuit of this goal, Cognizant has created the following Associate relations objectives:

1. Provide an exciting, challenging and rewarding workplace and experience.
2. Select qualified people on the basis of skill, training, ability, attitude and character regardless of age, sex, color, race, creed, national origin, religion, marital status, citizenship status, ancestry, sexual orientation, affection preference, physical or mental disability, veteran status, or any other classification protected by applicable law.
3. Review wages, associate benefits and working conditions regularly with the objective of being competitive in these areas and consistent with sound business practices.
4. Provide eligible associates with various types of Paid Time Off (PTO) and holidays consistent with the policy contained herein.
5. Provide eligible associates with health and welfare benefits consistent with the policy contained herein.

6. Provide associates an opportunity to discuss any issue or problem with Management, to the extent practicable.
7. In appropriate circumstances, take prompt and remedial action in response to complaints brought to the attention of supervisory personnel and Management.
8. Respect individual rights and treat all associates with dignity and respect.
9. Maintain mutual respect in our working relationship.
10. Provide a workplace that is comfortable, orderly and safe.
11. Promote associates on the basis of their ability and merit.
12. Keep associates informed of the progress of Cognizant as well as its overall goals and objectives.

What Cognizant expects from you

Cognizant needs your help in making each working day as satisfying and rewarding as possible. Your first responsibility is to know your own duties and how to do them promptly, correctly and pleasantly. Secondly, you are expected to cooperate with management and your fellow Associates and maintain a good team attitude.

Your interaction with fellow Associates and those whom Cognizant serves and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire service offered by Cognizant. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability.

You are encouraged to grasp the opportunities for personal development that are offered to you. This Associate Handbook offers insight on how you can perform positively and to the best of your ability to meet and exceed Cognizant's expectations.

Cognizant expects all Associates to be responsible for their own actions and to maintain standards of performance and behavior that reflect Cognizant's status in the industry. It is your responsibility to make sure you understand the standard of performance and behavior expected, and to conduct yourself accordingly.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to management. We are dedicated to making Cognizant a company where you can approach your manager, or any member of management, to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of Cognizant. We are all human, so please communicate with each other and with management.

ASSOCIATE RECORDS

It is important for us to keep your personal information current. If there are changes with the following information:

1. Legal name
2. Home address
3. Home telephone number
4. Person to contact in case of emergency
5. Marital Status
6. Dependent Information
7. Change of beneficiary/Social Security number
8. Driving record or status of driver's license, if driving privileges are a part of your job responsibilities.
9. Exemptions on your W-4 tax form.
10. Training certificates or licenses maintained

Please be sure to log in to PeopleSoft Talent Compass HCM 8.9 employee self service and update the information and to review the accuracy of the data captured. You can access PeopleSoft employee self service at <https://peoplesoft.cognizant.com/servlets/iclientservlet.wls/HRMS/?cmd=login>

For information that you cannot change via self service mode in PeopleSoft, please raise a request with PeopleLINE. To access PeopleLINE please use the below URLs:

Intranet: <http://peopleline>

Internet: <https://peopleline.cognizant.com>

The Talent Management Solutions Center can also be contacted by calling 1-800-704-3802.

EMPLOYMENT REGULATIONS/POLICIES

Equal Employment Opportunity (EEO)

Cognizant has been and will continue to be an equal opportunity employer. As such, Cognizant intends to comply with both the requirements and the spirit of equal opportunity laws in the implementation of all facets of its equal employment opportunity policies.

Cognizant is committed to ensuring that all current and prospective associates are afforded equal opportunities and treatment and a work environment free of harassment. Cognizant provides equal opportunities for all employees and applicants without regard to race, color, religion, gender, sexual orientation, genetic information, atypical hereditary cellular or blood trait, HIV/AIDS, ancestry, national origin, age, marital and family status, veteran status, disabilities, or any other classification, as protected by federal, state or local law. It is also the policy of Cognizant to prohibit any form of harassment in the workplace by any person. Cognizant will make employment decisions (including, but not limited to, recruitment, placement, hiring, firing, transfer, leave of absence, compensation, promotion, training, social and recreational programs and events) in a nondiscriminatory manner. Any conduct of any associate, including a supervisory associate, in violation of this policy will not be tolerated and will result in disciplinary action, up to and including termination of employment.

It is the policy of Cognizant to ensure that all persons receive equal employment opportunities solely on the basis of their skills, abilities, job-related qualifications, competence and job performance.

Should associates have any questions or wish to discuss this policy, please contact Talent Management. If an associate believes that he or she has not been treated in accordance with this policy, the associate should report his or her concerns to Talent Management.

Policy Prohibiting Harassment

Cognizant is committed to providing a work environment free of intimidation or harassment which is in any way related to an individual's race, color, religion, gender, sexual preference, genetic information, atypical hereditary cellular or blood trait, HIV/AIDS, ancestry, national origin, age, marital and family status, veteran status, disabilities, or any other classification, as protected by federal, state or local law.

Cognizant strictly prohibits harassment in any form, including verbal, physical and visual conduct, threats, demands, and retaliation which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive or hostile work environment. Such conduct includes, but is not limited to, the following examples: slurs; epithets; threats; derogatory or objectionable conduct in the form of remarks, pictures, objects, inappropriate jokes; offensive e-mail messages; mocking another's culture or accent; posting offensive material on walls, bulletin boards, or elsewhere on Cognizant or client premises or at Cognizant-sponsored events; circulating offensive material in the workplace, by e-mail, voice mail, or otherwise; teasing; threatening to, or actually making, job decisions, such as termination, demotion, or reassignment, if sexual favors are not granted; demanding sexual favors in exchange for favorable or preferential treatment; use of stereotypes or gender-related remarks which are offensive, insulting, derogatory or degrading; unwelcome and/or repeated flirtations, propositions, or advances; unwelcome physical contact; whistling in a manner directed toward the appearance of another; leering or improper gestures; unwelcome comments about appearance or sexuality; sexual jokes or use of sexually explicit or offensive language, either in person, in writing, or through e-mail; gender or sex-based pranks; the display in the workplace of sexually suggestive objects or pictures, including material from the internet, or any other type of conduct of a physical or verbal nature which is directed against someone due to any of the aforementioned personal characteristics.

This policy prohibiting harassment applies to all associates of Cognizant as well as all non-associates with whom associates do business. Cognizant expects that all relationships among persons in and out of the office, from the most senior associate to the most junior administrative staff member, will be businesslike and free of bias, prejudice and harassment. Cognizant recognizes that, in the performance of their job duties, its associates may be subjected to prohibited harassment by non-Company associates who conduct business with Cognizant. In these circumstances, Cognizant acknowledges its responsibility to support and assist the associate who is being subjected to such harassment.

The behavior illustrated in the examples above is unacceptable in the workplace and anywhere else that involves employment responsibilities or employment relationships, including but not limited to overnight business trips, business conducted in other offices, business conferences or training sessions, during work-related travel, business-related social events, over the telephone or voice mail, through regular mail or facsimile machine, or by electronic communications (E-mail, Internet, etc).

a) Complaint Procedure

Cognizant encourages reporting of all perceived incidents of prohibited harassment, including sexual harassment, regardless of the offender's identity or position. Individuals, who believe that they have been the victims of sexual or other prohibited harassment, or believe that they have witnessed such harassment, should immediately discuss their concerns with their supervisor or Talent Management. Cognizant encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. In addition, if appropriate, Cognizant encourages individuals who believe they are being harassed to advise the offender that his or her behavior is unwelcome and request that it be discontinued immediately.

IMPORTANT NOTICE TO ALL ASSOCIATES

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action.

Any and all reported complaints of sexual and other prohibited harassment or discrimination will be investigated promptly. The investigation may include an initial preliminary interview with the parties involved and, where necessary and appropriate, with individuals who may have observed the alleged conduct or may have relevant knowledge. An external investigator may be retained to fully investigate the complaint and report on the allegations. Every effort will be made in internal investigations that the complaining associate neither be required to confront the alleged harasser face-to-face, nor be required to discuss the allegations in the presence of the harasser. Efforts will be made to keep the complaining associate's identity confidential from the alleged harasser. However, because the primary objective of the investigation is to discover and eliminate harassment, the complaining associate may be identified on an "as-needed" basis.

Our investigation will be undertaken with every effort that it be handled with sensitivity and will be kept confidential throughout the investigation process to the extent practical and appropriate under the circumstances. The information obtained will be shared on a "need-to-know" basis only, in order to protect the identities and knowledge of all persons involved.

b) Retaliation Policy

Cognizant prohibits retaliation in any way against an individual who has in good faith stated any concern about prohibited harassment or discrimination, whether that concern relates to prohibited harassment or discrimination against the individual raising the concern or against another individual. Further, retaliation against individuals providing information relevant to a claim of prohibited harassment is a serious violation of this policy and will be treated in the same strict manner as reports of harassment and other discrimination are treated. Acts of retaliation should be reported immediately and will be promptly investigated.

Any associate who has any questions or concerns about this policy should contact Talent Management.

Americans With Disabilities Act Policy Statement

The Americans With Disabilities Act ("ADA") requires employers to provide a reasonable accommodation for qualified individuals and applicants with disabilities. Cognizant is committed to complying with all federal, state and local laws pertaining to disabilities.

It is the policy of Cognizant not to discriminate against qualified associates or applicants with disabilities as it pertains to hiring, promotion, transfer, compensation, training, termination or other terms and conditions of employment. Consistent with this policy of non-discrimination, Cognizant will make every effort to provide a reasonable accommodation to qualified individuals with a disability as defined by the American With Disabilities Act, who have made the company aware of his or her disability, provided that such an accommodation does not cause an undue hardship on the company.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact Talent Management. Cognizant encourages individuals with disabilities to come forward and request reasonable accommodation.

On receipt of an accommodation request, a member of Talent Management and your supervisor will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that Cognizant might make to help overcome those limitations.

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on having a disability should notify Talent Management. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

Immigration Law Compliance

In accordance with the Immigration Reform and Control Act of 1986, Cognizant requires all associates upon hire, to provide legal authorization to work in the United States. This legal verification must be completed as soon as possible after an offer of employment is made and in no event more than three business days after an individual is hired. All offers of employment and continued employment for positions in the United States are conditioned on furnishing satisfactory evidence of identity and legal authorization to work in the United States. If at any time, you cannot verify your right to work in the United States, Cognizant may terminate your employment and take other legal actions as required by law.

In addition, Cognizant will ensure that it applies for extension of non-immigrant status for associates prior to the expiration of such status. Associates must contact the Cognizant Immigration Department with appropriate documentation for extension at least three (3) months prior to the expiration of their status as shown on the I-94 card.

ASSOCIATE BENEFITS

Please note: any statements of eligibility and coverage in this Handbook are subject to the terms, conditions, restrictions, and other requirements set forth in the governing plan document(s). The governing plan documents are the final word in terms of eligibility and coverage. Cognizant may modify or terminate any benefit or any term or condition of any of the medical insurance plan at its sole discretion. Associates with questions regarding medical insurance should contact the Talent Management Department.

Health Insurance

Cognizant offers comprehensive insurance coverage for Medical, Dental and Vision through arrangements with various insurance providers. Eligible regular full-time associates are provided with forms and explanation of benefits in their joining kits. Associates pay for their portion of the health insurance premium through payroll deductions. Associates should contact Talent Management for further details.

Life and Accidental Death and Dismemberment (AD&D) Insurance

Cognizant offers coverage to all active full-time associates. Associates are required to provide beneficiary information upon hire. Associates on an approved leave of absence will be covered through the end of the month that immediately follows the month in which the leave of absence begins. Coverage is reinstated immediately upon their return to active employment.

401(k) Plan

Cognizant offers a 401(k) retirement savings plan to all Associates on the U.S. payroll upon completion of 90 days of employment. The Company also offers a matching contribution amount (subject to change at any time) after 12 months of employment. Employer match contributions are fully vested following 12 months of employment.

This benefit is a tax advantaged savings plan which may not be suitable for Associates who do not plan on remaining in the United States; please consult your accountant or attorney if you have any questions regarding this.

Please contact Finance for additional details regarding this retirement plan.

Employee Stock Purchase Plan

Cognizant offers an Employee Stock Purchase Plan (“the ESPP”) to enable all its US based associates to participate in the success of Cognizant. This program allows associates to purchase company stock at a discount. As part of Cognizant's Insider Trading Policy, all associates are restricted from buying or selling Cognizant stock during certain Black-out Restriction Periods.

Open enrollment is available four times per year. An email announcement is sent to all eligible associates at the start of each open enrollment period. A detailed presentation may be found in Cognizantonline.cognizant.com, our employee portal.

Paid Time Off for Illness

To receive paid time off due to illness, an associate should notify his or her supervisor or Account Manager AS SOON AS PRACTICABLE BUT NO LATER THAN 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. In emergency cases where advance notice is not practicable, an associate should notify his or her Supervisor or Account Manager as soon as practicable and hopefully no later than one hour after the start of the associate's regularly scheduled work day. An associate may be required at the Company's request to furnish a Doctor's note to support his or her absence. Non-exempt associates are limited to seven (7) paid sick days per calendar year.

Excessive incidents of UNEXCUSED short-term absenteeism resulting in unsatisfactory performance or a negative impact on the efficiency of the Company may subject associates to counseling for corrective action and could result in discharge. ASSOCIATES WHO ARE ABSENT FOR SEVEN CONSECUTIVE DAYS OR SEVEN CUMULATIVE DAYS FOR THE SAME ILLNESS OR INJURY, MUST APPLY FOR THE COMPANY'S SHORT-TERM DISABILITY BENEFITS. IF THE ASSOCIATE IS NOT ELIGIBLE FOR SHORT-TERM DISABILITY OR OTHER INSURED BENEFITS (E.G., WORKERS' COMPENSATION) THEN SUCH ABSENCES WILL BE UNPAID.] Associates who are absent for three (3) consecutive days without notifying the Company shall be considered to have voluntarily terminated, unless there exist reasonable circumstances that preclude notification.

Vacation Time

Cognizant also recognizes that vacation time provides associates time away from work for the purposes of relaxation or for taking care of personal matters that cannot be taken care of during non-work hours (“vacation time”). Cognizant encourages all associates to take time off for vacation during the calendar year.

An associate may take his or her vacation at any time during the year, subject to the approval of his or her supervisor or Account Manager. Request for vacation may be denied or deferred if specific requirements or critical deadlines need to be met or if adequate advance notice is not provided.

An associate may take vacation on completion of one assignment and prior to commencing work at a new work site. As per Cognizant's relocation policy, Cognizant will provide an associate with relocation assistance only from the associate's existing client location and not from his or her vacation site to the new client location.

Vacation Time Eligibility/Accrual Rates

Full time associates are eligible for accrual of paid vacation time. Associates accrue vacation time as follows:

Level	Days per Year	Days per Month
Up to Manager	10	.833
Manager	12	1.00
Senior Manager - Director	15	1.25
AVP -Above	20	1.66

Except as otherwise required by state law, vacation is accrued on a monthly basis. Associates joining US payroll on or before the 15th are eligible for an accrual credit for the current month. Associates joining US payroll after the 15th are not eligible for the current month's accrual.

Paid vacation time may be used in half-day (4 hours) or whole-day (8 hours) increments only. For example, an associate may not request paid time off for 2.5 hours or 7.5 hours. In those instances, associate would be required to use either one-half or one whole day.

Vacation time will only accrue while the associate is in active status. Vacation time will not accrue while the associate is on any type of unpaid leave (including but not limited to FMLA, Military Leave or Sabbaticals) nor will it accrue while an associate is on paid disability leave.

In some circumstances associates may borrow against future unearned paid vacation time for the same calendar year to use before that paid time off would normally be available. An associate may only borrow future unearned paid time off with the approval of their Supervisor or Account Manager, and upon signing an authorization form. For an associate who is granted an advance on paid vacation time and who subsequently does not remain on Cognizant's payroll long enough to recover this leave, Cognizant will withhold any advanced and subsequently unearned paid vacation time off from such associate's last pay, pursuant to the terms of their authorization form and as permitted by applicable law.

Unused Paid Vacation Time

Associates may carry forward unused accrued vacation time up to a maximum of 10 days to the next calendar year. For example, if an associate accrues 10 working days of paid vacation time off in Year 1 and carries the unused accrued time to Year 2, during Year 2, the associate will need to use the 10 days of Year 1 paid vacation time. Otherwise the paid vacation time that the associate accrued in Year 1 but carried over to Year 2 will lapse at the end of Year 2. The associate will also accrue up to 10 additional days of paid vacation time during Year 2, which can be taken over the course of the year or carried over to the next year. In any state where the forfeiture of accrued unused vacation time is not allowed by law, associates will have continuing vacation accrual capped and will not accrue new vacation time until their vacation balance is below 160 hours.

If an associate is no longer on Cognizant's payroll for any reason, other than misconduct or theft, any unused accrued paid vacation time will be paid out to the associate with the associate's final paycheck.

Associates who have accrued vacation time or any other accrued paid vacation time with Cognizant India Limited cannot use such accrued time while they are working for Cognizant US Corp. Associates should refer to Cognizant India Limited's policy for further information

Holidays

Cognizant will publish a list of paid holidays at the beginning of each calendar year. An associate must work the day preceding and the day following a holiday to be eligible for holiday pay, unless otherwise approved by the associate's Supervisor or Manager. Associates working at client locations should refer to the clients' holiday policy. If client obligations require an associate to work on a Cognizant holiday, the associate may use the holiday, subject to Manager approval, at any time in the same calendar year. Unused Holidays may not be carried over and will not be paid out upon termination of employment.

Associates, who are on any type of unpaid leave, including disability, will not be paid for holidays.

Time off without pay may be granted to associates who desire to observe a religious holiday which is not a paid holiday under Cognizant's holiday policy, provided it would not result in undue hardship to the company.

Workers Compensation Benefits

All associates are covered by workers' compensation insurance, which compensates an associate for lost time, medical expenses, and loss of life or dismemberment from an injury arising out of or in the course of work. Associates must report any accident, injury or illness immediately to his/her, Manager and NA Benefits so that the claim can be reported.

An Associate also has the obligation to immediately report any complications that arise in connection with the associate's injury or illness as soon as he or she becomes aware of the complication. Reports should be made to NA Benefits.

Most state laws impose a waiting period that must expire before associates become eligible to receive benefits for lost time. During this period, vacation time can be used, if available. Please direct any questions concerning workers' compensation benefits to NA Benefits.

Short Term Disability Benefits

Cognizant maintains a Short Term Disability Benefits insurance policy for its associates ("STDB insurance"). Eligible associates who are unable to work due to a non-occupational injury or illness may apply for benefits pursuant to the STDB insurance policy. STDB insurance will provide eligible associates with partial salary continuation for a finite period of time, of no more than twenty-six (26) weeks. Thus, pursuant to this policy an eligible associate's maximum period of payment is twenty-six (26) weeks during a continuous period of disability. This STDB insurance policy does not replace or affect the requirements for coverage by state disability insurance. However, Cognizant's insurance company will deduct the amount that associates receive or are entitled to receive from state disability insurance from its payment to associates under this STDB insurance policy.

Under this STDB insurance policy, associates will be required to provide the Cognizant and/or the Cognizant's insurance company with a certification form completed by a healthcare provider and associates may be required to submit to a physical examination at the option and expense of Cognizant and/or Cognizant's insurance company to support a claim for benefits. To this extent, Cognizant reserves the right to have associates examined by a healthcare provider designated by Cognizant and/or the Cognizant's insurance company in accordance with the requirements of applicable laws, at any time in its discretion. Associates must contact Corporate Wellness at cognizant@coporatewellness.com to initiate a claim. Associates receiving benefits under this policy must provide Cognizant with additional healthcare provider statements at least once every thirty (30) days, and/or to Cognizant's insurance company if requested, to demonstrate their continued disability and inability to work. Associates are required to inform both Cognizant and the insurance provider of their return to work date at least 48 hours prior to their anticipated return date. Cognizant is not responsible for any claim that is denied by the insurance company.

This policy is not a leave policy but rather only provides for partial salary continuation for eligible associates who experience a short-term disability. Thus, STDB benefits run concurrently with any leave under the Cognizant's Family/Medical Leave policy, and this policy does not extend associates' leave periods under Cognizant's Family/Medical Leave policy. The receipt of benefits under this policy should not be construed as a guarantee of continued employment for any specific duration, or a guarantee that the associate's position will be held open while he or she is receiving benefits under STDB insurance. As with all other benefits provided to associates, Cognizant reserves the right to modify or terminate this policy at any time at its discretion. Associates who become totally and permanently disabled may be eligible for benefits under Cognizant's long-term disability plan. At that time, short-term disability benefits provided under this policy will cease. For further information under this STDB insurance policy, and salary continuation under Cognizant's STDB, please contact Talent Management.

Long Term Disability Benefits

In the event that an associate remains disabled at the end of the period of payment for Short-Term Disability Benefits, the associate should immediately contact Talent Management and the Benefits Department to determine their eligibility for partial salary continuation under Cognizant's the Long Term Disability Benefits plan.

Continuation of Health Insurance under COBRA

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, known as COBRA, if an associate terminates employment (for reasons other than gross misconduct) or ceases to be eligible for insurance coverage with Cognizant due to a reduction in work hours, the associate and his or her covered dependents may be entitled to continue participating in Cognizant's group health insurance plan for a prescribed period of time, generally up to 18 months.

Continued coverage may also be available if an associate's covered dependents lose coverage as a result of certain other events, such as your death, divorce, legal separation, a child ceasing to meet the eligibility requirements, etc. Continuation coverage in these circumstances can last for up to 36 months.

If an associate or former associate (or a family member) chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2 percent administrative fee. Coverage will cease if the premium payment is not made as scheduled, the person continuing coverage becomes, after electing to continue coverage, covered by another group plan that does not exclude pre-existing conditions, the person continuing coverage becomes, after electing to continue coverage, eligible for Medicare, or if Cognizant ceases to provide health insurance to any employee.

For detailed information or questions on COBRA, associates should contact Talent Management.

Corporate Sponsorship for U.S. Lawful Permanent Residence (Green Card)

As a benefit to U.S based associates, Cognizant sponsors associates for U.S. Lawful Permanent Residence. Sponsorship entails providing various services, document preparation, and document filing at rates that are significantly less than those that would be incurred by associates if they contracted individually with an Immigration Attorney. Cognizant has outside counsel to assist, when necessary, with the process. See Appendix D for details on this program.

LEAVES OF ABSENCE

Jury Duty

Associates who are notified to report for jury duty must inform their Supervisor who will notify Talent Management, as soon as possible, and must provide a copy of the notification. During the time

associates are absent from work as required by jury duty; associates are eligible for normal compensation for up to 10 days. When excused for jury duty, associates are expected to report to or be available for work at any reasonable time while not actually engaged in active jury duty and return to work without delay when released by the Court.

Time to Vote

Cognizant will offer associates time off to vote as required by federal, state or local law.

Parental Leave

Cognizant will comply with any Parental Leave laws as required by and applicable federal, state or local law.

Military Leave

It is the policy of Cognizant to comply fully with USERRA and any other applicable federal and/or state laws/regulations governing leave and employment rights of employees serving in any branch of the military or other uniformed services of the United States. An associate who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law. Associates on military leave may substitute their accrued paid vacation time for unpaid leave. At the conclusion of the leave, upon the satisfaction of certain conditions, an associate generally has a right to return to the same position he or she held prior to the leave or to a position with like seniority, status and pay that the associate is qualified to perform.

Myriad issues may arise concerning an associate's rights with regard to military leave. The policies in this Handbook do not address all such issues. Insofar as issues arise that are not addressed here, Cognizant will abide by USERRA and any controlling state laws. Should you have any questions or require further information regarding military leave, please contact Talent Management.

Continuation of Health Benefits

During a military leave of less than 31 days, an associate is entitled to continued group health plan coverage under the same conditions as if the associate had continued to work. For military leaves of more than 30 days, an associate may elect to continue his/her health coverage for up to 18 months of uniformed service, but may be required to pay all or part of the premium for the continuation coverage.

REQUESTS FOR LEAVE

Leave for Active or Reserve Duty

Upon receipt of orders for active or reserve duty, an associate should notify his/her Supervisor, as well as Talent Management, as soon as possible, and submit a copy of the military orders to his/her Supervisor and Talent Management (unless he/she is unable to do so because of military necessity or it is otherwise impossible or unreasonable). Cognizant will comply with all requirements of USERRA or any other applicable law with respect to military leave.

Family/Medical Leave

Purpose

Occasionally, for family or medical reasons, an associate may need to be temporarily released from the duties of employment with Cognizant, but may not wish to resign. This policy is issued to convey the circumstances under which an associate may be eligible for an unpaid leave of absence (for up to 12

weeks with job protection and no loss of accumulated service) under particular circumstances that are critical to the life of a family in accordance with the Family and Medical Leave Act of 1993 ("FMLA").

Note: Associates may be eligible for additional or different types of leave pursuant to the state laws of the state where the associate works (e.g. New Jersey Family Leave Act). If you would like additional information regarding state leave laws, please contact the Talent Management Department. Associates will be eligible for the most generous benefits available under the federal or state laws.

This policy applies to eligible associates as described in this policy for all family and medical leaves of absence. To the extent permitted by law, accrued paid leave of any kind taken for FMLA-qualifying reasons will run concurrently with any unpaid Family/Medical leave. Unpaid leave of any kind taken for an FMLA qualifying reason will also run concurrently with Family/Medical leave.

Procedure

See Appendix C attached hereto for information on the Company's Family/Medical Leave Policy.

Personal Leave

In situations that would be covered by state or federal family or medical leave laws, but where the associate would not qualify for leave under such laws due to length of service, the associate may be granted an unpaid personal leave upon manager approval. This leave may not exceed 12 weeks in duration and is limited to once every 12 months (using a rolling calendar). This policy does not extend an associate's leave periods under Cognizant's Family/Medical Leave policy. The approval of leave under this policy should not be construed as a guarantee of continued employment for any specific duration, or a guarantee that the associate's position will be held open, unless otherwise required by state and/or federal law. Associates are required to pay for health insurance premiums during this leave. The employee's health care coverage will cease if the premium payment is more than 30 days late. In such cases, the associate will then be extended the option of continuing coverage through COBRA. Coverage for Life and AD&D are suspended effective the date the personal leave commences and will be reinstated upon the associate's return to active employment.

Bereavement Leave

Cognizant U.S. offers bereavement leave to provide a time for mourning after the loss of an immediate family member. The associate's immediate supervisor authorizes the use of leave.

Standard Bereavement Leave: An eligible associate may take up to three days (3) of paid leave for the death of an immediate family member. The immediate family includes: spouse, child, mother, father, siblings, grandparent, step-parents, stepsiblings, brother-in-law, sister-in-law, or parent-in-law. If additional time is needed, vacation or unpaid personal leave may be taken with Supervisory approval.

International Bereavement Leave: An eligible associate who suffers the loss of an immediate family member outside of the United States may take up to five days(5) of paid leave; and if additional time is needed, vacation or unpaid personal leave may be taken with Supervisory approval.

In instances where an associate may need to relocate as a result of the loss of an immediate family member; an associate may submit a request to relocate offshore. This will be reviewed upon on a case by case basis, is subject to the discretion of the company and may be modified or changed at anytime.

ASSOCIATE REFERRAL POLICY

While Cognizant will consider qualified internal candidates for promotion or transfer into open positions, aggressive growth plans sometimes require that Cognizant to supplement its existing pool

with talented, winning people from outside the organization. A Cognizant associate working in the US can refer candidates to the Company at any time if the associate believes that the candidate represents a valuable addition to the Cognizant US team. Referral incentives paid in dollars under this program will only be paid to associates in the US who recommend candidates that are already in the US and who, if hired, will be employed on Cognizant US payroll. Cognizant reserves the sole right to determine if a referred candidate qualifies for employment by Cognizant under Cognizant norms and guidelines. Cognizant may modify or discontinue this program at any time. Should the program be discontinued, any in-process referrals will be handled on a case-by-case basis. Associates should contact Talent Management for more details on regulations governing this policy.

LOANS

Cognizant offers interest-free car loans, personal computer loans and vacation passage loans in locations where governing laws allows for repayment of such loans through payroll deductions. Associates must be in good standing with Cognizant and must agree to repay loans through payroll deductions.

An associate seeking to apply for a company loan must obtain an application (loan request) from the Finance Department. An associate may not apply for an additional loan until there is a zero balance on prior loans.

Associates who terminate employment with Cognizant prior to the repayment of an outstanding loan will be required to pay off the outstanding loan balance immediately. The specific terms and conditions of a loan will be set out more fully in the loan documentation.

GENERAL POLICIES - CUSTOMER RELATIONS

The success of Cognizant depends upon the quality of the relationships between Cognizant, our associates, customers, owner's representatives, and the general public. Our customers' impression of Cognizant and their interest and willingness to stay with us is greatly formed by the people who serve them. In a sense, regardless of your position, you are Cognizant's ambassador. The more goodwill you promote, the more our clients will respect and appreciate you, Cognizant, and our services.

Below are several things you can do to help give clients a good impression of Cognizant. These are the building blocks for our continued success.

- Act competently and deal with clients in a courteous and respectful manner.
- Communicate pleasantly and respectfully with other Associates at all times.
- Follow up on orders and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
- Take great pride in your work and enjoy doing your very best

GENERAL POLICIES - OFFICE CONDUCT

Standards of Conduct and Disciplinary Procedures

Cognizant counts on professionalism and common sense in the actions of all associates. This is essential to providing a positive work environment. Therefore, conduct that is dangerous to others, dishonest, immoral, illegal or abusive will not be tolerated at Cognizant. Violations of Cognizant's work rules and regulations will be grounds for disciplinary action, up to and including suspension and termination of employment.

When an associate fails to meet Cognizant's established standards of work or conduct, his or her Manager may attempt to utilize progressive discipline so that the associate will be assisted in improving his or her performance or conduct. However, because Cognizant associates are employed at will and can be terminated or resign at any time for any cause and/or reason, Cognizant reserves the right to dismiss any associate, without notice, for any reason, including but not limited to economic or business reasons, unacceptable conduct or performance, or violation of the general rules of conduct described herein.

As it is impossible to list every reason why an associate may be subject to disciplinary action, the following list of offenses. This list is not all-inclusive but merely provides helpful guidance to our associates concerning conduct that Cognizant considers unacceptable, intolerable, and warranting discipline. Except as otherwise permitted by any federal, state, or local law, violations of the following work rules and regulations, as well as other job performance problems, can subject the associate to disciplinary action, up to and including immediate termination of employment:

- Stealing
- Fighting
- Falsification of records (including time records, expense records and applications for employment)
- Insubordination
- Solicitation or distribution in violation of Cognizant's Solicitation, Distribution and Postings Policy
- Unauthorized or careless use of, destruction of, defacement of, removal of, or damage to Company property or systems
- Unauthorized acquisition, release or disclosure of confidential or proprietary information
- Unlawful or unauthorized manufacture, distribution, dispensation, possession or use of any controlled substance or alcohol
- Reporting to work under the influence of alcohol or illegal drugs, or under the influence of a legal drug which adversely affects safety or job performance
- Testing positive for illegal drugs
- Possessing, carrying, or concealing firearms, explosives, or any recognizable weapons on duty, or other hazardous devices
- Poor work performance
- Disorderly conduct, including horseplay
- Removing records or material from Company property without permission
- Gambling
- Violation of established safety regulations
- Use of abusive or threatening language
- Unreported or excessive absenteeism or tardiness
- Failing to report absences or tardiness promptly
- Tampering with another associate's personal possessions
- Leaving work before the end of the scheduled shift without permission
- Unprofessional behavior in dealing with other associates or the public
- Lying
- Cheating
- Smoking on Company premises
- Failing to immediately report injuries or damage to property or vehicles
- Abuse of meal or break periods
- Violation of any Company policy
- Refusing to accept work assignments, reassignments or transfers
- Neglect of job responsibilities and duties, including incompetence
- Violation of Cognizant's Policy Prohibiting Harassment
- Loitering in or around the facility, while off duty, without authorization from the Company.
- Engaging in criminal conduct of any kind
- Creating unsafe or unsanitary conditions

- Use of the Company's Expense Reimbursement Procedure to claim money for personal, non-business related expenses.

In cases where disciplinary action is necessary due to violation of Cognizant's work rules and regulations, as well as other job performance problems, an associate's Manager will determine the appropriate action, in consultation with Talent Management. Cognizant may, on a case-by-case basis and in its sole discretion, choose to coach or counsel the associate in an effort to try and make sure the associate understands the nature of the problem or violation and the expected remedy. If however, the associate fails to respond to coaching or counseling, or an incident occurs requiring formal discipline, then Cognizant may take appropriate steps like issuing warning letters, suspension without pay, crisis suspension (depending on the nature of the action that warranted suspension) or even termination.

Termination of employment may occur when deemed warranted by Cognizant. This may occur after utilization of one or more of the above disciplinary steps or without utilizing any of those steps.

While Cognizant will attempt to ensure that discipline, up to and including dismissal from employment, is administered fairly and uniformly, neither this handbook, nor any other communication by Cognizant, either written or oral, made at the time of hire or during the course of employment, is intended to create an employment contract. Nothing in these work rules and regulations, or in this handbook, in any way affects the at will status of the associate's employment, which means that the associate or Cognizant may terminate the employment relationship at any time for any lawful cause and/or reason, with or without notice.

Onsite Dress Codes

Recognizing that customers can form lasting opinions regarding Cognizant's level of support and service based on the appearance of our associates, we require that associates working "on-site" at a client's place of business or other location adhere to the policies at the client location, and dress in a manner consistent with the expectations of the client and others at the site.

Personal Appearance

Cognizant associates have frequent contact with customers, often on a daily basis. While in most cases we have found that our associates' common sense and careful judgment lead them to adopt appropriate business dress, we have written this policy as a reminder to all of us that to operate our business successfully, we must demonstrate a competent, reliable, and professional demeanor to our customers.

As a general rule, we ask that Cognizant associates choose their attire by giving consideration to their position and frequency of customer contact. Dress and grooming should be non-distracting and reflect awareness of health and safety standards.

If any associate reports for work improperly dressed or groomed, the associate's Supervisor, Account Manager or the Regional Director may instruct the associate to return home to change clothes or take other appropriate actions. Repeated violation of this policy may be cause for disciplinary action, up to and including termination of employment.

Associate Property

An associate's personal belongings should be kept in a desk, closet or any other safe place. If an associate finds that property is missing, he or she should immediately report the information to his or her immediate Supervisor. Cognizant is not responsible for the associate's personal belongings.

While involved in an investigation concerning a violation of a Company policy, such as theft of property, it may be necessary to search certain Company and personal areas and items, such as desks, bags, coats, etc. The determination to conduct a search is in the exclusive discretion of Cognizant.

Refusal to cooperate with an investigation or search may result in disciplinary action up to and including termination of employment.

Telephone Calls

Cognizant recognizes that associates may need to use the telephone for personal calls during working hours. Cognizant expects its associates to keep the frequency and duration of personal telephone calls to a minimum. In addition, associates are not permitted to make international personal telephone calls from Company telephones or use Company hotlines for personal calls. Associates at client locations must adhere to the policy applicable at the client location in addition to Cognizant's policy on telephone calls.

Safety Rules and Regulations/Accident reports

It is important to all associates that every associate performs his or her job responsibilities in a safe and efficient manner. All associates should use the safest possible method in the performance of their duties. Any unsafe or hazardous condition observed by an associate must be immediately reported to the associate's Supervisor, Account Manager, Regional Director or Talent Management.

An associate should report all accidents and injuries, no matter how slight, whether to himself or herself, a co-worker, a client, a visitor or another, to their Supervisor, Account Manager, Regional Director or Talent Management as soon as possible. Upon notice, Supervisors must contact our workers' compensation carrier to complete an accident and incident report for each safety and health infraction within 24 hours.

First Aid kits are located throughout each Cognizant office. Associates should familiarize themselves with their locations. In addition, associates working at client locations should familiarize themselves with the safety policy applicable at the client site and adhere to that policy.

Workplace Security

Cognizant values its associates and is committed to providing a safe working environment. However, Cognizant needs the assistance of each associate in this regard.

To have a safe workplace and prevent workplace violence, each associate must be familiar with his or her work environment and observant of his or her surroundings. For example, all entrances and exits to the office area must be kept secured at all times so that no one may enter the premises without first being authorized to do so. Doors that are intended to be locked must be kept locked and not left partially open for any reason. Propping a door open, even for a good reason, can have a devastating result.

Associates are expected to assist Cognizant in this safety precaution by informing visitors of this policy and by questioning any strangers as to their purpose in the office area. If an associate notices anyone who appears to be out of place or in a location where he or she should not be, an associate should immediately notify his or her Supervisor or Talent Management.

In addition to workplace security, we want to familiarize associates with certain characteristics, which may indicate that an individual has a serious problem and is a potential threat in the workplace. These signs include, but are not limited to:

- History of violence
- Intimidating behavior;
- Verbal threats of any kind;
- Unpredictable behavior patterns and easily provoked;
- Reports of fear from other associates;
- Difficulty in controlling temper;
- Blames performance problems on others or something external;

- Talk(s) about weapons;
- Destructive behavior, i.e., punches the wall when upset;
- Evidence of drug or alcohol abuse;
- Recent changes in behavior;
- Signs of anxiety and irritability;
- Depression, withdrawal and comments about suicide; and
- Altercations with others.

No one sign is indicative of violent behavior. However, if an associate notices one or more of these signs in a visitor, client or co-worker and believes that the individual is in need of assistance or is a threat to others, please notify Talent Management immediately. It is not the associate's responsibility to approach the individual to try to "fix" the problem or reach a conclusion as to whether or not a real problem exists. Rather, the associate's responsibility is merely to observe the individual's behavior and immediately report what they heard or saw to a Supervisor and Talent Management. All reports will be kept confidential to the maximum extent possible.

Cognizant recognizes that a safe workplace promotes good associate morale and work performance. Associates' actions will assist the Company in responding to what could be a potentially serious problem before any incident occurs and provide assistance to a troubled individual. To achieve this goal, we must work together and daily reaffirm the commitment to health and safety.

Bulletin Boards

Bulletin boards are internal communication tools that serve as the most basic means of providing associates information concerning their legal rights and information concerning Company business. Accordingly, all messages or postings should be related to Company business. Communications related to charitable or community relations efforts require prior Talent Management approval before posting or distribution. Cognizant reserves the right to decide the appropriateness of all items posted.

In addition, each facility shall post emergency contact numbers for ambulance, fire, medical emergencies, etc.

Associates working at client locations should adhere to the policy with respect to usage of bulletin boards applicable at the client location.

Suggestions

Cognizant recognizes that its associates are essential to its existence and growth; and is always concerned about improving its work environment and working conditions. One way of attaining this goal is through effective communications among all associates. Cognizant has an open-door policy. Associates are invited to speak with Talent Management about any aspect of work, including hours of work, responsibilities under these personnel policies, seemingly unfair or illegal treatment, discipline or any other employment-related concern. Cognizant will make every effort to resolve the problem or answer the question. Remember, a problem cannot be resolved and a question cannot be answered until it is brought to our attention.

Cognizant is always eager to receive associate suggestions about ways to improve job performance, safety, service, client relations, equipment and ways to save money, energy, time and materials.

PERFORMANCE MANAGEMENT PROGRAMS

In order to continue to fuel the success of Cognizant, and attract and retain excellent associates, Cognizant has instituted a performance management program to evaluate employees in a fair and equitable manner based upon demonstrated job performance, and in accordance with its Equal Employment Opportunity policy.

Through this program, employees will receive frequent and meaningful feedback, and supported growth development in a learning culture. After year-end appraisals, an employee may become eligible for performance based variable compensation.

Under usual circumstances, employees will receive a performance review annually. Although Management will endeavor to prepare performance evaluations in a timely manner, it is possible that circumstances can cause delay in completing performance evaluations and this policy is not a guarantee of an annual evaluation. If an employee's job responsibilities change substantially at any time after the annual work review, however, another review may be performed before the next annual review, after the new assignment has begun.

Performance Improvement Plan

Occasionally, it may occur that an associate's performance does not meet minimum expectations for their position. In some cases, the Manager, working together with Talent Management, may, in their sole discretion, implement a Performance Improvement Plan, with SMART goals. (Goals which are specific, measurable, attainable, realistic and timely). The associate's performance will be re-assessed at the end of the defined time period. Improvement must be immediate and sustained for continued employment by the company. Use of a Performance Improvement Plan is discretionary upon the part of Cognizant; and work performance below minimum expectations may result in termination.

HOURS, SCHEDULE OF WORK AND WAGES

Hours of Work

The normal workweek for Cognizant associates working at Corporate offices in the US (Teaneck, Dallas, San Ramon, Chicago, etc:) is Monday through Friday, falling between baseline hours of 8:00 a.m. to 6:00 p.m. as set by the local office, with a break for lunch. An associate's specific workday may be altered at the discretion of his or her Manager. Lunch hour privileges are to be used judiciously as Cognizant work hours must coincide with the rest of the industry.

Although Cognizant does not require associates to punch a time card, Cognizant expects associates to work at least 8 hours each day. Any associate who abuses this policy may be subject to discipline, up to and including termination.

Policy on Exempt Associate Pay

In accordance with the federal Fair Labor Standards Act and applicable state wage and hour laws, associates are designated as either "exempt" or "non-exempt." Exempt associates are generally, but not always, required to be paid on a salaried basis, and may not have their pay reduced for variations in the quantity or quality of work performed. Associates who feel their pay has been improperly reduced should report this immediately following the procedures specified below.

Provisions Mandated by the Salary Basis Rules

1. With limited exceptions under federal and applicable state law, exempt associates normally must receive their full salary for any week in which they perform any work, without regard to the number of days or hours worked. However, exempt associates need not be paid for any workweek in which they perform NO work at all for the organization.
2. Deductions from pay cannot be made as a result of absences due to the circumstances listed below. Such improper pay deductions are therefore specifically prohibited by Cognizant, regardless of the circumstances. Managers or Supervisors violating this policy will be subject to

investigation of their pay practices and appropriate corrective action in accordance with normal procedures.

- a. Jury duty.
 - b. Attendance as a witness.
 - c. Temporary military leave.
 - d. Absences caused by the employer.
 - e. Absences caused by the operating requirements of the business.
 - f. Partial day amounts other than those specifically discussed below.
3. The few exceptions to the requirement to pay exempt employees on a salary basis are listed below. In these cases deductions may be permissible as long as they are consistent with other company policies and practices, and with federal and applicable state laws.
 - a. Absences of one or more full days for personal reasons other than sickness or disability (partial days must be paid).
 - b. Fees received by the employee for jury or witness duty or military leave may be applied to offset the pay otherwise due to the associate for the week. No deductions can be made for failure to work for these reasons, however.
 - c. Penalties imposed by infractions of safety rules of major significance.
 - d. Unpaid disciplinary suspensions of one or more full days for infractions of workplace conduct rules contained in a written policy applicable to all associates.
 - e. Proportional deductions for the first and last week of employment, when only part of the week is worked by the associate, as long as this practice is consistently applied to all exempt associates in the same circumstances.
 - f. Deductions for unpaid leave taken in accordance with a legitimate absence under the Family and Medical Leave Act. [See www.dol.gov/dol/allcfr/ESA/Title_29/Part_825/29CFR825.206.htm for details on this type of deduction and www.dol.gov/dol/allcfr/ESA/Title_29/Part_825/toc.htm for general requirements of the FMLA to determine eligibility for this leave.]

Policy on Non-Exempt Associate Pay

Non-exempt associates are eligible to receive over-time pay which means you will be paid in accordance with law for any hours worked over 40 per week (or daily overtime when mandated by state law). Standby time does not count towards hours worked. 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 forty during a workweek (or daily overtime thresholds as set by state 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.

Working at a Customer Site

It is mandatory for associates working "on-site" at a customer's place of business or other location to conform to the work hours required by their Account Manager at that site. In order to maintain a strong and long-lasting relationship with Cognizant's clients, it is necessary for associates to be reasonably available and accessible at all times, according to the client's needs. If an associate is going to be unavailable for any period of time, it is incumbent upon the associate to ensure that appropriate contact information is provided so that the client can reach the associate or another Cognizant representative.

For any Associate who will be late for any reason, needs to take an extended lunch, or must leave early, it is imperative that the associate's Account Manager be notified. If the Account Manager is not available, then the associate must notify the Supervisor at the next level, if available. If an associate

is unable to notify anyone at the customer site, then the associate should call the Teaneck office and arrangements will be made with the appropriate individuals.

Absence/Lateness

Associates are expected to be at their work station or if assigned to work "on-site" at a client's place of work or other location, by their scheduled start time. If an associate expects to be late or will be absent he or she must notify his or her Supervisor. If the associate is working "on-site" he or she must notify their Account Manager at least one-half (½) hour prior to the associate's normal starting time. If the associate's Supervisor or Account Manager is unavailable, the associate should leave a voice mail message. An Associate must give the reason for his or her lateness or absence, when the associate expects to arrive to work, and how his or her Supervisor or Account Manager, can contact him or her if needed. An associate's Supervisor may require the associate to call in each day of the associate's absence.

It is the associate's responsibility to ensure that proper notification is given. Notification received from another associate, friend, or relative is not considered proper, except in an emergency

Weather Emergency

It is Cognizant's policy to continue business operations despite weather emergencies, unless weather conditions make it appear that the office may be closed for the entire day. In the event that inclement weather has closed the office, full-time associates scheduled to work that day will be paid. Associates scheduled to work onsite are subject to the hours of the client's worksite and should follow any safety or emergency guidelines provided by the client. In the event of major regional emergencies such as hurricanes, floods, or earthquakes, associates should make every attempt to maintain contact with their Account Manager and to consult their Cognizant email for special emergency instructions.

Wages and Payment Schedule

Exempt associates are typically paid on a semi-monthly basis, on the 15th and the last workday of each month. Pay periods are the 1st through the 15th of the month and the 16th through the last day of the month. Non-exempt associates are paid every other week, or as frequently as may be required by state law. Direct Deposit into an associate's account(s) is available by completing the appropriate information in PeopleSoft. In the event an associate's paycheck is lost or stolen, it should be reported to Talent Management immediately.

In addition, Cognizant acknowledges that at times associates may discuss compensation with their co-workers. However, experience demonstrates that discussing compensation with co-workers may result in the receipt of inaccurate and misleading information. Therefore Cognizant discourages associates from discussing their compensation with their co-workers and encourages its associates to bring any questions concerning their compensation to Talent Management.

Wage Deductions

Cognizant will not make deductions from an associate's wages except for those deductions authorized by Federal and applicable state law and those deductions that are authorized by the associate for the benefit of the associate. The pay stub that reaches associates every pay period describes the nature of all such deductions.

GENERAL PROCEDURES AND PROVISIONS

References

For the protection of all associates, any inquiry regarding an associate or former associate should be referred to Talent Management via the Talent Management Solution Center (TMSC). TMSC will generally only release dates of employment and job titles. If the associate has signed and submitted an authorization to release information, and the release specifically releases Cognizant from all liability in connection with releasing the requested information, Talent Management may provide additional information as specified.

Personnel Files and Records

Associate files are maintained by Cognizant and are considered confidential. Managers and Supervisors may only have access to personnel file information on a need-to-know basis. A Manager or Supervisor considering the hire of a former associate or transfer of a current associate may be granted limited access to the file.

It is Cognizant's policy that an associate is not authorized to view his or her own personnel file or that of another associate, unless Cognizant is required to permit the associate to examine his or her own file by federal, state or local law.

Representatives of government or law enforcement agencies, in the course of their business, may be allowed access to file information. This decision will be made at the discretion of the Talent Management in response to the request, a legal subpoena, or court order.

Associates should be aware that medical information - including, for example, medical leave of absence forms - is not maintained in an associate's personnel file, but rather, is maintained in a separate and highly confidential medical file.

Background Check

Associates on U.S. payroll undergo a standard background check. Some of our clients require associates who work at their worksite to undergo a specialized background check and/or drug testing. If required by the client, a background check will be conducted in compliance with federal and state law for associates assigned to work and applicants who may work at the client's site. Consent to a background check is a condition of employment with Cognizant.

Termination of Employment

THE EMPLOYMENT RELATIONSHIP BETWEEN AN ASSOCIATE AND COGNIZANT IS "AT-WILL" WHICH MEANS THE ASSOCIATE OR COGNIZANT HAS THE RIGHT TO TERMINATE AN ASSOCIATE'S EMPLOYMENT FOR ANY LAWFUL REASON OR NO REASON, WITH OR WITHOUT NOTICE.

All terminated associates will be paid in accordance with state and federal laws. Earned but unused Vacation Time will be paid in accordance with Cognizant's policy and applicable state law.

Resignation Policy

Although we hope your employment with Cognizant will be a mutually rewarding experience we understand that varying circumstances do cause employees to voluntarily resign employment. Should this time come, you are asked to follow the guidelines below regarding notice and exit procedures.

Associates are encouraged to provide two weeks' notice to facilitate a smooth transition out of the organization. During this notice period, the associate is not permitted to use vacation days without

Managerial permission. A shorter notice will be acceptable if you are between assignments. All resignations should be submitted through PeopleSoft's Employee Self Service. If an associate provides more notice than requested, Cognizant will evaluate whether the additional notice period is necessary for effective business operations and will notify the associate to confirm the final date of employment. Talent Management will communicate a time to review Clearance Sheet items and conduct Exit Interviews.

If an associate provides less notice than requested, Cognizant may deem the individual to be ineligible for rehire depending upon the circumstances regarding the notice given.

Associates who fail to report to work for three consecutive days without properly communicating to their Supervisor or Manager the reasons for their absence will be viewed as voluntarily resigning their employment as of the 3rd day [unless state law mandates a longer period of time].

Relocation & Transfer

Cognizant has clients located around the world. It has offices in the United States, Canada, Europe, Asia and India. To the extent permitted by federal or applicable state law, Cognizant reserves the right to relocate associates within the United States or transfer them to Europe, Asia or India. Associates who are relocating or transferring should contact the Talent Management Department for details on procedures to be followed, payroll and benefits. Associates on H1-B visas should ensure upon their domestic U.S. relocation that they receive the appropriate approved Labor Condition Application (LCA) from the Immigration team.

Any associate in the US on a visa should report a change of address to the Immigration services within 10 days of such change. The Associate needs to print and fill out the form AR-11 available at the USCIS website <http://uscis.gov/graphics/index.htm>

Employment of friends and relatives

Cognizant permits the employment and placement of relatives and domestic partners, as long as the individuals are employed based upon their capabilities and qualifications. However, Cognizant recognizes the potential conflict of interest between work-related and family and/or friend-related obligations and the potential for the appearance of favoritism. As a result of such concerns, if an associate is related to or is romantically involved with an associate who reports to him or her, he or she should inform their Talent Manager. Cognizant may then establish alternate reporting relationships out of fairness to the related and/or involved associates and other associates in Cognizant.

Furthermore, decisions regarding placement at a customer's place of business in any location are made on the basis of business necessity. Therefore when Cognizant places an associate at a customer's place of business, Cognizant cannot guarantee that an associate's relative, domestic partner and/or friend will be placed at the same location as the associate.

"Relatives" are defined as the applicant's or associate's spouse, uncles or aunts, children or grandchildren, nieces or nephews, first and second cousins, parents, brothers and sisters, in-laws and grandparents, and persons similarly situated, such as stepbrother or sister, etc. For purposes of this policy, domestic partner means those living together without the benefit of legal marital status.

Complaint Procedure

Should an associate have a problem or complaint, Cognizant encourages associates to discuss the situation with his or her Supervisor or Account Manager. Many issues can be resolved quickly and usually are just a misunderstanding or oversight. If the associate feels the problem has not been resolved adequately or if the associate does not feel comfortable discussing the problem with his or her supervisor or Account Manager, the associate should feel free to bring the problem to the attention of the Talent Management Department or the Business Unit head.

Should the associate still feel, after discussions with Talent Management or the Business Unit head, that the issue remains unresolved or inadequately resolved, the associate may contact the Vice President of Talent Management U.S. to discuss the matter.

It is important that associates follow the above policy when trying to resolve a complaint or problem so that the correct level of management is made properly aware of concerns.

Non-Smoking Policy

Cognizant provides a smoke-free environment for its associates. Smoking is only permitted outside the office building, in designated areas. Associates who choose to smoke should respect the rights of other individuals on Cognizant property. We ask that associates keep the designated areas clean, and a receptacle must be used for the disposal of cigarettes.

Failure on the part of an associate to comply with these standards may result in disciplinary action.

Associates assigned to work "on-site" at a client's place of business or other locations are required to follow its smoking policy.

DRUGS, ALCOHOL AND CONTRABAND

Cognizant strictly prohibits the manufacture, distribution, dispensing, possession, use and/or sale of a controlled substance, including any of the following items by any individuals while on Company premises or on Company time:

- Illegal or unauthorized drugs (including excessive quantities of prescription or over-the-counter drugs) and any other chemical substances that may affect an individual's mood, senses, responses, motor functions or alter or affect a person's perception, performance, judgment, reactions or senses.
- Prescription or over-the-counter drugs that may adversely influence performance or behavior when taken other than as prescribed.
- Drug-related paraphernalia.
- Unless specifically authorized by the Cognizant, the carrying, use or possession of the following items is also prohibited while on Cognizant or client premises or on Cognizant time:
 - Firearms, explosives, fireworks or ammunition.
 - Alcohol or intoxicating beverages, with the exception of Company-sponsored parties approved by the Chief Executive Officer.

It is also the policy of Cognizant to strictly prohibit employees and others working on company premises from reporting to work or working under the influence of detectable levels of unauthorized or illegal drugs and/or alcoholic beverages. An associate with a problem relating to either alcohol or drug abuse is encouraged to contact the company's Employee Assistance Program (EAP) for assistance in securing counseling or other treatment. Any associate found violating any of these provisions would be subject to immediate dismissal.

Alcohol and Drug Awareness

Any associate found carrying or in the unauthorized possession of liquor on Cognizant's premises or any associate who violates this policy, will be subject to discipline, up to and including discharge. An associate who drinks on company property will also be subject to discipline, up to and including discharge. An Associate who reports to work under the influence of alcohol will not be allowed to work. He or she will be sent home with an escort and subject to further discipline, up to and including discharge. Associates at client locations will, in addition to adhering to this policy, also adhere to any such policy applicable at the client location.

Alcohol and Drug Screening

Some of our clients require alcohol and drug screening before working for the client. When required by a client for a business purpose, Cognizant requires all associates who have been assigned to work for the client to submit to pre-assignment testing for the presence of alcohol and drugs insofar as permitted by governing law. Cognizant requires all applicants to submit to pre-employment testing if such applicant may work for a client requiring alcohol and drug screening. All such tests shall be conducted in a confidential manner and in accordance with applicable law.

CONFIDENTIALITY, CODE OF CONDUCT & DATA SECURITY POLICY

The confidentiality of the Cognizant's business is essential to the present and future operations of the company. Associates should not disclose any information that affects the business interests of Cognizant, including but not limited to information concerning the company or any client's businesses, discoveries, inventions, assets, financial data, nonpublic information, proprietary information, know-how, technology, the identity or activities of clients and vendors, internal procedures or other business information. The disclosure of such information compromises the integrity of Cognizant and could have very serious legal consequences and constitutes grounds for immediate dismissal. In addition, as a condition of employment, each associate is asked to execute an Employee-At-Will, Non-Solicitation, Invention assignment and Non-Disclosure Agreement prior to beginning employment with Cognizant. Associates at client locations will continue to adhere to this policy in addition to any other confidentiality policy applicable at the client site.

Information is an asset of Cognizant and, as such, steps will be taken to protect it from unauthorized access, modification, reproduction, destruction or disclosure (written, verbal or electronic transmittal), whether accidental or intentional. This includes information processed on a typewriter, by hand, mainframe, micro or personal computer utilized in Cognizant's operations, and maintained in hard copy files, storage or on tape or disk devices. Protecting Cognizant's information is the responsibility of every associate and we all share a common interest in making sure it is not improperly or accidentally disclosed. This policy will be strictly enforced. Noncompliance is a serious matter, which may result in disciplinary action, including immediate termination. Associates at client locations will continue to adhere to this policy in addition to any other data security policy applicable at the client site.

Code of Business Conduct

For the most updated version of this policy, please refer to

<http://codeofethics.cognizant.com>

See Appendix A attached hereto for information on the Company's Code of Ethics.

Electronic Information and Communication Policy

This policy applies to all Cognizant Associates, Contractors, Consultants, and others, including all personnel affiliated with third parties who use Cognizant Information Systems (hereafter referred to as "Associates"). Cognizant Information Systems (hereafter referred to as "Systems") include, but are not limited to, personal computers, e-mail, network and internet access, file and print servers, project development servers, printers, fax machines, telephones, voicemail, and personal devices such as company-provided PDAs, Blackberry's, and cell phones. This policy also covers Associates using the information systems or equipment of our clients, in addition to any specific policies of the client.

This is a global policy that covers all Associates conducting Cognizant business or connected to Cognizant Systems from any Cognizant site, client site, or from home offices in any country.

Cognizant has invested significant time and money in its "electronic information and communication systems" for efficiency purposes and to better serve its customers. These systems and all messages and transmissions composed, sent, stored or received on these systems are the exclusive properties of Cognizant, are subject to monitoring by Cognizant, and are not to be considered private property of any Associate, irrespective of any such designation either by the sender or the recipient (including designation as "private"). As Company-owned property, all messages on the electronic information and communication systems are subject to monitoring or disclosure to law enforcement or government officials, or to other parties.

Associates are required to learn how to use the systems by reading the instructions or by asking for assistance. All users of these systems must comply with all software licenses, copyright and intellectual property laws, as well as all other state, federal or local laws.

Cognizant's electronic information and communication systems are to be used for business purposes only, as are the systems and equipment of any of our clients in use by Associates. Although it is acknowledged that from time to time it is necessary for Associates to make personal telephone calls, use of any electronic information and communication system for personal use is strongly discouraged. It is expected that even if absolutely necessary, any personal use of Cognizant's equipment will not be abused. If the systems are used for personal reasons, such communications on the systems shall be treated in the same manner as all other messages in accordance with this policy.

Associates should not expect messages or files left on their voice mail, computer, E-mail or any other communication device to be private. From time to time, such as when it is suspected that a Company rule, regulation or policy is being violated or that Company property is being used improperly, or simply to monitor job performance, a Cognizant representative will gain access to an Associate's voice mail or E-mail messages, computer files or any other Company property. In fact, Associates should consider this information accessible like any other shared business file.

Although Associates may have individual passwords or access codes to their voice mail and other electronic communications systems, communications created, stored, sent or retrieved on such systems are not confidential, as these systems are accessible at all times by Cognizant. Even when a communication is erased or deleted, it still may be stored and can be retrieved and reviewed. Cognizant intends to review, audit, intercept, monitor, access, print and disclose all messages created, received, stored or sent over its information and communication systems, if and when business purposes require, with or without notice to the Associate.

Associates must disclose passwords or access codes that are unknown to Cognizant if requested. All system passwords or access codes are the property of Cognizant. Associates may not use passwords or access codes of other Associates to gain access to another Associate's E-mail, voice mail or other stored communication without prior approval from the other Associate or from the Talent Management Department.

Blogging and Social Networking Sites: Cognizant encourages the responsible use of social media for personal and professional use. However, our contractual obligations with clients necessitate that you may not create or update a blog, use a social networking site (e.g. Twitter, Facebook, My Space, LinkedIn), post content on Wikipedia, or browse any websites that are not work-related during working hours while at a client site, while on client premises or by using the client's network, without prior approval from your supervisor. The only exception to this prohibition is if you are asked to create or use a blog or a related technology on behalf of the Company. If you create or use a blog or social networking site outside working hours while off Company premises and without the use of the Company's network, you still need to be careful with what you say. For example, when blogging, you may not use or disclose confidential and/or proprietary information which you acquired in the course of your employment with the Company. You also should avoid any postings which may adversely affect the Company's reputation and/or relationships with customers or business partners. An associate who violates the Social Media Policy will be subject to appropriate disciplinary action, up to and including immediate discharge. A full copy of Cognizant's Social Media Policy may be found in CWorld under Governance, Risk and Compliance at:

https://groups.cognizant.com/corporate/CGandRM/Documents/social_media_guidelines_employees.pdf

Associates are prohibited from using Cognizant's information and communication systems, or the information system of any client, in any way that may be deemed illegal (including but not limited to violation of copyright laws), fraudulent, embarrassing, intimidating, disruptive or offensive to others, which includes, but is not limited to the transmission of sexually explicit messages, cartoons, ethnic or racial slurs, gender specific comments or any other comment or message that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, disability, veterans status or anything else that may be construed as harassing, discriminating or disparaging to or of others. The use of the Systems should be consistent with Cognizant's goal of maintaining a respectful workplace free of inappropriate conduct. Cognizant prohibits the use of Systems for any activity that is offensive to others, including knowingly accessing, downloading, transmitting, or displaying material that may be pornographic, profane, racially or ethnically derogatory, sexually explicit, defaming, intimidating or otherwise unlawful. **Cognizant maintains a NO TOLERANCE policy in regard to accessing or downloading pornographic material onto its own systems, or that of its clients, by Associates. Violations of this policy will result in immediate disciplinary action, which may include termination of employment.** Users encountering or receiving such material should immediately report the incident to the Talent Management Department and to the GIS Team.

Use of Cognizant's information and communication systems, or the systems of its clients by Associates for solicitations, advertisements or promotions (whether for charitable, political, religious or other reasons) is prohibited unless prior approval from Cognizant and/or the client is obtained.

Cognizant reserves the right to modify this policy at any time at its sole discretion.

Copyrighted materials belonging to entities other than Cognizant may not be transmitted by Associates on the Internet. One copy of copyrighted material may be downloaded for an Associate's own personal use in research. Users are not permitted to copy, transfer, rename, add or delete information on programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the Company or legal action by the copyright owner.

Associates at client locations will continue to adhere to this policy in addition to any other similar policy applicable at the client site.

Moonlighting

No associate may serve as an employee, director or officer of any company other than Cognizant without prior written approval of the Cognizant Compliance Officer. Under no circumstances will an associate receive approval to serve as an employee, director or officer of a competitor, supplier or customer. An associate who receives approval and does perform outside work has a special responsibility to avoid any conflict with Cognizant's business interests. For an associate who receives approval, outside work may never be performed on hours the associate is expected to work for Cognizant.

Tape Recording

Cognizant understands that in the course of doing work, and in the evaluation of an associate's performance, there will be frequent opportunities for private and confidential discussions. Cognizant respects the privacy and confidentiality of such communications. Any surreptitious recording of these conversations by a tape recorder or similar electronic device is prohibited. Cognizant believes that such nonconsensual recording is inconsistent with an environment which nurtures open and frank interchange between associates. Violations of this policy may lead to immediate termination.

Exit Interviews and Return of Property

An Associate may be asked to speak with a Talent Management representative when the associate is leaving employment with Cognizant. Cognizant will use this time to provide associates with information on any benefits he or she may be eligible for upon his or her termination. The purpose is also to assess the reasons for the associate's separation and to obtain valuable insights into the associate's experience with Cognizant. This exit interview will enable us to constantly enhance Cognizant's practices and procedures.

In addition, associates must return all company property at this exit interview, including, but not limited to, keys, personal key cards, I.D. cards, company credit and gas cards, equipment, this Associate Handbook and any other piece of the company property.

Cognizant Property

No Cognizant or client property may be removed from the premises without appropriate permission having been obtained. Personal use of Cognizant's equipment is permitted only with the express permission of the associate's supervisor, Account Manager or appropriate personnel.

All Company/client property and equipment, including computers, security badges, manuals, and software is to be returned in good condition and in working order. Any defects are to be reported to the associate's supervisor or Account Manager as soon as noted. All Company/client property which is made available for associates to use, must be returned upon leaving Cognizant, or when requested. Failure to do so may result in the associate being charged the replacement cost of the item(s).

PROHIBITION ON DISCLOSURE OR USE OF INSIDE INFORMATION; RESTRICTIONS ON TRANSACTIONS IN COMPANY SECURITIES

For the most updated version of this policy, please refer to

<https://groups.cognizant.com/corporate/CGandRM/default.aspx>

See Appendix B attached hereto for information on this policy.

APPENDIX A

Code of Business Conduct and Ethics

As the men and women who are Cognizant Technology Solutions, we are a team - One company united through shared values relating to our ethics, customers, shareholders, partners and ourselves. Operating with a strong sense of integrity is critical to maintaining our trust and credibility with our customers, shareholders, partners and employees. We believe that long-term business relationships are built by being honest, open and fair.

This Amended and Restated Code of Business Conduct and Ethics (the “Code”) sets forth legal and ethical standards of conduct for employees, officers and members of the Board of Directors (“Directors”) of Cognizant Technology Solutions Corporation (the “Company”), and sets forth the guiding principles by which we operate our Company and conduct our daily business. This Code is intended to deter wrongdoing and to promote the conduct of all Company business in accordance with high standards of integrity and in compliance with all applicable laws and regulations. This Code applies to the Company and all of its subsidiaries and other business entities controlled by it worldwide.

If you have any questions regarding this Code or its application to you in any situation, you should contact your supervisor or the Company's Compliance Officer or General Counsel.

Compliance with Laws, Rules and Regulations:

We operate within the bounds of the laws, rules and regulations that are relevant to our business. The rule of law is fundamental to the conduct of business in a dynamic global marketplace. Today's marketplace demands that companies achieve higher standards of behavior; we need to make business decisions that are aligned with our ethical principles of integrity, quality and innovation.

The Company requires that all employees, officers and Directors comply with all laws, rules and regulations applicable to the Company wherever it does business. You are expected to use good judgment and common sense in seeking to comply with all applicable laws, rules and regulations and to ask for advice when you are uncertain about them.

If you become aware of the violation of any law, rule or regulation by the Company, whether by its officers, employees, Directors, or any third party doing business on behalf of the Company, it is your responsibility to promptly report the matter to your supervisor or to the Company's Compliance Officer or General Counsel. While it is the Company's desire to address matters internally, nothing in this Code should discourage you from reporting any illegal activity, including any violation of the securities laws, antitrust laws, environmental laws or any other federal, state or foreign law, rule or regulation, to the appropriate regulatory authority. Employees, officers and Directors shall not discharge, demote, suspend, threaten, harass or in any other manner discriminate or retaliate against an employee because he or she reports any such violation. Notwithstanding the foregoing, if a person knowingly files a false or misleading report, he or she may be discharged, demoted or suspended. This Code should not be construed to prohibit you from testifying, participating or otherwise assisting in any state or federal administrative, judicial or legislative proceeding or investigation.

Conflicts of Interest:

Employees are expected to make or participate in business decisions and actions in the course of their employment with the Company based on the best interests of the Company as a whole, and not based on personal relationships or benefits. Conflicts of interest can compromise employees' business ethics. Employees are expected to apply sound judgment to avoid conflicts of interest that could negatively affect the Company or its business.

Employees, officers and Directors must act in the best interests of the Company. You must refrain from engaging in any activity or having a personal interest that presents a “conflict of interest.” A conflict of interest occurs when your personal interest interferes, or appears to interfere, with the interests of the Company. A conflict of interest can arise whenever you, as an officer, Director or employee, take action or have an interest that prevents you from performing your Company duties and responsibilities honestly, objectively and effectively.

Employees with the title of Vice President or above and officers must not:

- perform services as a consultant, employee, officer, Director, advisor or in any other capacity, or permit any close relative to perform services as an officer or Director, for a significant customer, significant supplier or direct competitor of the Company, other than at the request of the Company;
- have, or permit any close relative to have, a financial interest in a significant supplier or significant customer of the Company, other than an investment representing less than one percent (1%) of the outstanding shares of a publicly-held company or less than five percent (5%) of the outstanding shares of a privately-held company;
- have, or permit any close relative to have, a financial interest in a direct competitor of the Company, other than an investment representing less than one percent (1%) of the outstanding shares of a publicly-held company;
- receive remuneration in any form from any party other than the Company; provided that, if so approved by the Board of Directors of the Company, the foregoing shall not apply to remuneration received as a member of the board of directors of an entity, or for other similar advisory functions;
- supervise, review or influence the job evaluation or compensation of a member of his or her immediate family; or
- engage in any other activity or have any other interest that the Board of Directors of the Company determines to constitute a conflict of interest.

Directors must not:

- perform services as a consultant, employee, officer, Director, advisor or in any other capacity, or permit any close relative to perform services as an officer or Director, for a direct competitor of the Company;
- have, or permit any close relative to have, a financial interest in a direct competitor of the Company, other than an investment representing less than one percent (1%) of the outstanding shares of a publicly-held company;
- use his or her position with the Company to influence any decision of the Company relating to a contract or transaction with a supplier or customer of the Company if the Director or a close relative of the Director:
- performs services as a consultant, employee, officer, Director, advisor or in any other capacity for such supplier or customer; or
- has a financial interest in such supplier or customer, other than an investment representing less than one percent (1%) of the outstanding shares of a publicly-held company.
- supervise, review or influence the job evaluation or compensation of a member of his or her immediate family; or
- engage in any other activity or have any other interest that the Board of Directors of the Company determines to constitute a conflict of interest.

A “close relative” means a spouse, dependent child or any other person living in the same home with the employee, officer or Director. “Immediate family” means a close relative and a parent, sibling, child, mother- or father-in-law, son- or daughter-in-law or brother- or sister-in-law. A “significant customer” is a customer that has made during the Company’s last full fiscal year, or proposes to make during the Company’s current fiscal year, payments to the Company for property or services in excess of five percent (5%) of (i) the Company’s consolidated gross revenues for its last full fiscal year or (ii) the customer’s consolidated gross revenues for its last full fiscal year. A “significant supplier” is a supplier to which the Company has made during the Company’s last full fiscal year, or proposes to make during the Company’s current fiscal year, payments for property or services in excess of five percent (5%) of (i) the Company’s consolidated gross revenues for its last full fiscal year or (ii) the customer’s consolidated gross revenues for its last full fiscal year.

It is your responsibility to disclose any material transaction or relationship that reasonably could be expected to give rise to a conflict of interest to the General Counsel or, if you are an executive officer or Director, to the Board of Directors, who shall be responsible for determining whether such transaction or relationship constitutes a conflict of interest.

Insider Trading

Our success in the marketplace requires the trust and confidence of the investment community. Achieving this trust requires that we act with integrity when trading public securities, following federal and state securities laws. When we succumb to temptation and trade on “inside” information, stock prices can be affected, often with a negative impact on shareholders.

Employees, officers and Directors who have material non-public information about the Company or other companies, including our suppliers and customers, as a result of their relationship with the Company are prohibited by law and Company policy from trading in securities of the Company or such other companies, as well as from communicating such information to others who might trade on the basis of that information. To help ensure that you do not engage in prohibited insider trading and avoid even the appearance of an improper transaction, the Company has adopted (i) an Insider Trading Policy, which is available in the “about us” section of the Company’s Intranet at <http://cognizantonline/common/corporate/aboutus.asp> and (ii) certain “black-out periods,” for a specified period of time, prior to, and subsequent to, each of the Company’s quarterly and year-end earnings releases. During the blackout periods, no employee, officer or Director can purchase or sell Company stock. The Company’s Corporate Controller will communicate the dates of each blackout period to all employees, officers and Directors.

If you are uncertain about the constraints on your purchase or sale of any Company securities or the securities of any other company that you are familiar with by virtue of your relationship with the Company, you should consult with the Company’s Chief Compliance Officer or General Counsel before making any such purchase or sale.

Confidentiality

Employees, officers and Directors must maintain the confidentiality of confidential information entrusted to them by the Company or other companies, including our suppliers and customers, except when disclosure is authorized by a supervisor or legally mandated. Unauthorized disclosure of any confidential information is prohibited. Additionally, employees should take appropriate precautions to ensure that confidential or sensitive business information, whether it is proprietary to the Company or another company, is not communicated within the Company except to employees who have a need to know such information to perform their responsibilities for the Company and the information can then only be communicated on a confidential basis.

Third parties may ask you for information concerning the Company. Subject to the exceptions noted in the preceding paragraph, employees, officers and Directors (other than the Company’s authorized spokespersons) must not discuss confidential Company matters with, or disseminate confidential Company information to, anyone outside the Company, except as required in the performance of their Company duties and after an appropriate confidentiality agreement is in place. This prohibition also applies to all inquiries concerning the Company from the media, market professionals (such as securities analysts, institutional investors, investment advisers, brokers and dealers) and security holders. All responses to inquiries on behalf of the Company must be made only by the Company’s authorized spokespersons. If you receive any inquiries of this nature, you must decline to comment and refer the inquirer to your supervisor or one of the Company’s authorized spokespersons.

You also must abide by any lawful obligations that you have to your former employer. These obligations may include restrictions on the use and disclosure of confidential information, restrictions on the solicitation of former colleagues to work at the Company and non-competition obligations.

Honest and Ethical Conduct and Fair Dealing

We seek to outperform our competition fairly and honestly. We seek competitive advantages through superior performance, never through unethical or illegal business practices. Accordingly, employees, officers and Directors should endeavor to deal honestly, ethically and fairly with the Company’s suppliers, customers, competitors and employees. Statements regarding the Company’s

products and services must not be untrue, misleading, deceptive or fraudulent. You must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practice.

Protection and Proper Use of Corporate Assets

Effective use of Company resources is critical to the Company's performance and success. When we use Company resources wisely, we demonstrate our efficiency. When we waste Company resources, we increase Company costs and reduce productivity.

Employees, officers and Directors should seek to protect the Company's assets. Theft, carelessness and waste have a direct impact on the Company's financial performance. Employees, officers and Directors must use the Company's assets and services solely for legitimate business purposes of the Company and not for any personal benefit or the personal benefit of anyone else.

Employees, officers and Directors must not use Company property, information or position for improper personal gain, and while employed or retained by the Company must not compete with the Company directly or indirectly.

Gifts and Gratuities

To maintain trust in our business relationships, we must always act with integrity. We must steer clear of giving or receiving gifts that exceed local social and/or business custom or that are intended to influence, or appear to influence, business decisions. When we accept or give such gifts, it can undermine customer relationships, hurt our reputation, and put the Company in legal jeopardy.

The use of Company funds or assets for gifts, gratuities or other favors to employees or government officials is prohibited, except to the extent such gifts are in compliance with applicable law, immaterial in amount and not given in consideration or expectation of any action by the recipient.

Employees, officers and Directors must not accept, or permit any member of his or her immediate family to accept, any gifts, gratuities or other favors from any customer, supplier or other person doing or seeking to do business with the Company, other than items of immaterial value or items that do not exceed local social and/or business custom. Any gifts that are not of immaterial value should be returned immediately and reported to your supervisor. If immediate return is not practical, they should be given to the Company for charitable disposition or such other disposition as the Company, in its sole discretion, believes appropriate.

Common sense and moderation should prevail in business entertainment engaged in on behalf of the Company. Employees, officers and Directors should provide, or accept, business entertainment to or from anyone doing business with the Company only if the entertainment is infrequent, modest and intended to serve legitimate business goals.

Laws and customs of some countries permit gifts and courtesies beyond those considered customary in the U.S. Refusing such gifts or courtesies might be considered offensive in that country. An employee or officer might find it difficult or inadvisable to refuse such gifts or courtesies, but accepting them should be disclosed to a superior, who will assist you in handling the matter.

Bribes and kickbacks are criminal acts, strictly prohibited by law. You must not offer, give, solicit or receive any form of bribe or kickback anywhere in the world.

Accuracy of Books and Records and Public Reports

Our reputation depends on the confidence that others have in us, which is partly based on the accuracy of our written records and verbal statements. By demonstrating honesty in our accounting and public reports, we generate trust with our shareholders and enhance our reputation. When we fail to record financial information and public reports accurately, we severely damage our reputation, risk losing business, and decrease customer and shareholder confidence.

Employees, officers and Directors must honestly and accurately report all business transactions. You are responsible for the accuracy of your records and reports. Accurate information is essential to the Company's ability to meet legal and regulatory obligations.

All Company books, records and accounts shall be maintained in accordance with all applicable regulations and standards and accurately reflect the true nature of the transactions they record. The

financial statements of the Company shall conform to generally accepted accounting practices and the Company's accounting policies. No undisclosed or unrecorded account or fund shall be established for any purpose. No false or misleading entries shall be made in the Company's books or records for any reason, and no disbursement of corporate funds or other corporate property shall be made without adequate supporting documentation.

It is the policy of the Company to provide full, fair, accurate, timely and understandable disclosure in reports and documents filed with, or submitted to, the Securities and Exchange Commission and in other public communications.

Concerns Regarding Accounting or Auditing Matters

Employees with concerns regarding questionable accounting or auditing matters or complaints regarding accounting, internal accounting controls or auditing matters may confidentially, and anonymously if they wish, submit such concerns or complaints in writing to the Company's Chief Compliance Officer or General Counsel at 500 Glenpointe Centre West, Teaneck, New Jersey 07666 or may contact the Cognizant Compliance Hotline by using the toll-free telephone number 866-824-4897 or the URL <https://www.compliancehelpline.com/welcomepagecognizant.com>. See "Reporting and Compliance Procedures." All such concerns and complaints will be forwarded to the Audit Committee of the Board of Directors, unless they are determined to be without merit by the Chief Compliance Officer and General Counsel of the Company. In any event, a record of all complaints and concerns received will be provided to the Audit Committee each fiscal quarter. Any such concerns or complaints may also be communicated, confidentially and, if you desire, anonymously, directly to the Chairman of the Audit Committee of the Board of Directors.

The Audit Committee will evaluate the merits of any concerns or complaints received by it and authorize such follow-up actions, if any, as it deems necessary or appropriate to address the substance of the concern or complaint.

The Company will not discharge, demote, suspend, threaten, harass or in any other manner discriminate or retaliate against any employee who reports a complaint or concern. Notwithstanding the foregoing, if a person knowingly files a false or misleading report, he or she may be discharged, demoted or suspended.

Dealings with Independent Auditors

No employee, officer or Director shall, directly or indirectly, make or cause to be made a materially false or misleading statement to an accountant in connection with (or omit to state, or cause another person to omit to state, any material fact necessary in order to make statements made, in light of the circumstances under which such statements were made, not misleading to, an accountant in connection with) any audit, review or examination of the Company's financial statements or the preparation or filing of any document or report with the SEC. No employee, officer or Director shall, directly or indirectly, take any action to coerce, manipulate, mislead or fraudulently influence any independent public or certified public accountant engaged in the performance of an audit or review of the Company's financial statement.

Waivers of this Code of Business Conduct and Ethics

While some of the policies contained in this Code must be strictly adhered to with no exceptions allowed, in other cases exceptions may be appropriate. Any employee or officer who believes that an exception to any of these policies is appropriate in his or her case should first contact his or her immediate supervisor. If the supervisor agrees that an exception is appropriate, the approval of the Company's General Counsel must be obtained. The Company's General Counsel shall be responsible for maintaining a record of all requests for exceptions to any of these policies and the disposition of such requests, and shall report such requests and such dispositions to the Company's Audit Committee.

Any executive officer or Director who seeks an exception to any of these policies should contact the Company's General Counsel. Any waiver of this Code for executive officers or Directors or any change to this Code that applies to executive officers or Directors may be made only by the Board of Directors of the Company and will be disclosed as required by law or stock market regulation.

Reporting and Compliance Procedures

Every employee, officer and Director has the responsibility to ask questions, seek guidance, report suspected violations and express concerns regarding compliance with this Code. Any employee, officer or Director who knows or believes that any other employee or representative of the Company has engaged or is engaging in Company-related conduct that violates applicable law or this Code should report such information to his or her supervisor or to the Company's Chief Compliance Officer or General Counsel, as described below. You may report such conduct openly or anonymously without fear of retaliation. The Company will not discharge, demote, suspend, threaten, harass or in any other manner discriminate or retaliate against any employee who reports such conduct. Notwithstanding the foregoing, if a person knowingly files a false or misleading report, he or she may be discharged, demoted or suspended. Any supervisor who receives a report of a violation of this Code must immediately inform the Company's Chief Compliance Officer or General Counsel.

You may report violations of this Code, on a confidential or anonymous basis, by contacting the Company's Chief Compliance Officer or General Counsel by fax, mail or e-mail at: (i) fax number - 201-801-0243; (ii) address - 500 Glenpointe Centre West, Teaneck, New Jersey 07666; or (iii) e-mail - generalcounsel@cognizant.com. In addition, the Company has established the Cognizant Compliance Hotline, which can be reached at the toll-free telephone number 866-824-4897, where you can leave a recorded message about any violation or suspected violation of this Code or the URL <https://www.compliancehelpline.com/welcomepagecognizant.com>, where you can report any violation or suspected violation of this Code. While we prefer that you identify yourself when reporting violations so that we may follow up with you, as necessary, for additional information, you may leave messages anonymously if you wish.

If the Company's Chief Compliance Officer or General Counsel receives information regarding an alleged violation of this Code, he or she shall, as appropriate, (a) evaluate such information, (b) if the alleged violation involves an executive officer or a Director, inform the Chief Executive Officer and Board of Directors of the alleged violation, (c) determine whether it is necessary to conduct an informal inquiry or a formal investigation and, if so, initiate such inquiry or investigation and (d) report the results of any such inquiry or investigation, together with a recommendation as to disposition of the matter, to the Audit Committee of the Board of Directors for action, or if the alleged violation involves an executive officer or a Director, report the results of any such inquiry or investigation to the Board of Directors or a committee thereof. Employees, officers and Directors are expected to cooperate fully with any inquiry or investigation by the Company regarding an alleged violation of this Code. Failure to cooperate with any such inquiry or investigation may result in disciplinary action, up to and including discharge.

The Company shall determine whether violations of this Code have occurred and, if so, shall determine the disciplinary measures to be taken against any employee who has violated this Code. In the event that the alleged violation involves an executive officer or a Director, the Chief Executive Officer and the Board of Directors, respectively, shall determine whether a violation of this Code has occurred and, if so, shall determine the disciplinary measures to be taken against such executive officer or Director.

Failure to comply with the standards outlined in this Code will result in disciplinary action including, but not limited to, reprimands, warnings, probation or suspension without pay, demotions, reductions in salary, discharge and restitution. Certain violations of this Code may require the Company to refer the matter to the appropriate governmental or regulatory authorities for investigation or prosecution. Moreover, any supervisor who directs or approves of any conduct in violation of this Code, or who has knowledge of such conduct and does not immediately report it, also will be subject to disciplinary action, up to and including discharge.

Dissemination and Amendment

This Code shall be distributed to each new employee, officer and Director of the Company upon commencement of his or her employment or other relationship with the Company and shall also be distributed annually to each employee, officer and Director of the Company, and each employee with the title of Vice President or above (and any other employee as so directed by the Chief Executive Officer or the Chief Financial Officer of the Company), officer and Director shall certify no less than

once during each twelve month period that he or she has received, read and understood the Code and has complied with its terms.

The Company reserves the right to amend, alter or terminate this Code at any time for any reason. The most current version of this Code can be found in the “about us” section of the Company’s Intranet at <http://cognizantonline/common/corporate/aboutus.asp>.

This document is not an employment contract between the Company and any of its employees, officers or Directors, and in no way modifies the “at-will” employment relationship between the Company and employees.

APPENDIX B

COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION Statement of Company Policy On Insider Trading And Disclosure

This memorandum sets forth the policy of Cognizant Technology Solutions Corporation and its direct and indirect subsidiaries (collectively, the “Company”) regarding trading in the Company’s securities as described below and the disclosure of information concerning the Company. This Statement of Company Policy on Insider Trading and Disclosure (the “Insider Trading Policy”) is designed to prevent insider trading or the appearance of impropriety, to satisfy the Company’s obligation to reasonably supervise the activities of Company personnel, and to help Company personnel avoid the severe consequences associated with violations of insider trading laws. **It is your obligation to understand and comply with this Insider Trading Policy.** Please contact Steven Schwartz, Senior Vice President and General Counsel at (201) 678-2759 or Dana Gilbert, Vice President & General Counsel - North America at (201) 678-2758 if you have any questions regarding the policy.

A. *To Whom does this Insider Trading Policy Apply?*

This Insider Trading Policy is applicable to the Company’s directors, officers and employees, and continues to apply following the termination of any such individual’s service to or employment with the Company until any material, nonpublic information possessed by such individual has become public or is no longer material. The same restrictions that apply to you also apply to your spouse, significant other, child, parent or other family member, in each case, living in the same household, and to any investment fund, trust, retirement plan, partnership, corporation or other entity over which you have the ability to influence or direct investment decisions concerning securities. You are responsible for ensuring compliance with this Insider Trading Policy by all such persons affiliated with you.

In addition, please note that all members of the Board of Directors and certain designated officers and employees also must comply with the Company’s Special Trading Procedures for Insiders (the “Trading Procedures”), which supplement and shall be deemed a part of this Insider Trading Policy. Generally, the Trading Procedures establish trading windows outside of which the persons covered by the Trading Procedures will be restricted from trading in the Company’s securities and also require the pre-clearance of all transactions in the Company’s securities by such persons. You will be notified by the Trading Compliance Officer (as defined in the Trading Procedures) if you are required to comply with the Company’s Trading Procedures.

B. *What is Prohibited by this Insider Trading Policy?*

It is illegal for any director, officer or employee of the Company to trade in the securities of the Company while in the possession of material, nonpublic information about the Company. It is also illegal for any director, officer or employee of the Company to disclose material, nonpublic information about the Company to others who may trade on the basis of that information. These illegal activities are commonly referred to as “*insider trading*.”

Prohibited Activities in General

When you know or are in possession of material, nonpublic information about the Company, you are prohibited from the following activities:

- trading in the Company’s securities, which includes common stock, options to purchase common stock, any other type of securities that the Company may issue (such as preferred stock, convertible debentures, warrants, exchange-traded options or other derivative securities), and any derivative securities that provide the economic equivalent of ownership of any of the Company’s securities or an opportunity, direct or indirect, to profit from any change in the value of the Company’s securities;
- having others trade for you in the Company’s securities;

- giving trading advice of any kind about the Company, except that you should, when appropriate, advise others not to trade if doing so might violate the law or this Insider Trading Policy; and
- disclosing the material, nonpublic information about the Company to anyone else who might then trade, or recommending to anyone that they purchase or sell the Company's securities when you are aware of material, nonpublic information (these practices are known as "*tipping*").

Trading includes, without limitation, buying or selling or participating in a decision to buy or sell, the Company's securities. Unless otherwise specified herein, this Insider Trading Policy applies to any and all transactions in the Company's securities.

As noted above, these prohibitions also apply to your spouse, significant other, child, parent or other family member, in each case, living in the same household; and any investment fund, trust, retirement plan, partnership, corporation or other entity over which you have the ability to influence or direct investment decisions concerning securities.

These prohibitions continue whenever and for as long as you know or are in possession of material, nonpublic information. Remember, anyone scrutinizing your transactions will be doing so after the fact, with the benefit of hindsight. As a practical matter, before engaging in any transaction, you should carefully consider how enforcement authorities and others might view the transaction in hindsight.

No Trading Except During Trading Windows

The announcement of the Company's quarterly financial results almost always has the potential to have a material effect on the market for the Company's securities. Although you may not know the financial results prior to public announcement, if you engage in a trade before the financial results are disclosed to the public, such trades may give an appearance of impropriety that could subject you and the Company to a charge of insider trading. Therefore, subject to limited exceptions, you may trade in Company securities only during four quarterly trading windows. Unless otherwise advised, the four trading windows consist of the periods that begin after market close on the second full trading day following the Company's issuance of a press release (or other method of broad public dissemination) announcing its quarterly or annual earnings and end at the close of business on the 15th day before the end of the then-current quarter.

Other Prohibited Transactions

The following transactions are also prohibited. The Company considers it improper and inappropriate for any director, officer or other employee of the Company to engage in short-term or speculative transactions in the Company's securities. It therefore is the Company's policy that directors, officers and other employees may not engage in any of the following transactions:

No Purchases or Sales of Derivative Securities. No director, officer and other employee may buy or sell puts, calls, other derivative securities of the Company or any derivative securities that provide the economic equivalent of ownership of any of the Company's securities or an opportunity, direct or indirect, to profit from any change in the value of the Company's securities, at any time.

Short Sales. Short sales of the Company's securities evidence an expectation on the part of the seller that the securities will decline in value, and therefore signal to the market that the seller has no confidence in the Company or its short-term prospects. In addition, short sales may reduce the seller's incentive to improve the Company's performance. For these reasons, short sales of the Company's securities are prohibited by the Company. In addition, Section 16(c) of the Securities Exchange Act of 1934, as amended, prohibits officers and directors of a company from engaging in short sales.

Certain Transactions under Company Plans

Stock Option Exercises. This policy does not apply to the exercise of a stock option, or to the exercise of a tax withholding right pursuant to which you elect to have the Company withhold shares subject to an option to satisfy tax withholding requirements. The policy does apply, however,

to any sale of stock as part of a broker-assisted cashless or net exercise of an option, or any other market sale for the purpose of generating the cash needed to pay the exercise price of an option.

Restricted Stock, Restricted Stock Units, Performance Stock Units or Similar Securities. This policy does not apply to the withholding by the Company of shares of restricted stock or shares underlying restricted stock units, performance stock units or similar securities issued or granted under the Company's stock incentive plans upon vesting to satisfy applicable tax withholding requirements if (a) such withholding is required by the applicable plan or award agreement or (b) the election to exercise such tax withholding right was made by the plan participant in compliance with this Insider Trading Policy.

Employee Stock Purchase Plan. This policy does not apply to purchases of Company stock in the employee stock purchase plan resulting from your periodic contribution of money to the plan pursuant to the election you made at the time of your enrollment in the plan. The policy also does not apply to purchases of Company stock resulting from lump sum contributions to the plan, provided that you elected to participate by lump-sum payment at the beginning of the applicable enrollment period. This policy does apply to your election to participate in the plan for any enrollment period while in possession of material, nonpublic information, and to your sales of Company stock purchased pursuant to the plan.

Definition of Material, Nonpublic Information

This Insider Trading Policy prohibits you from trading in the Company's securities if you are in possession of information about the Company that is both "*material*" and "*nonpublic*."

What is "Material" Information?

Information about the Company is "material" if it could reasonably be expected to affect the investment or voting decisions of a stockholder or investor, or if the disclosure of the information could reasonably be expected to significantly alter the total mix of information in the marketplace about the Company. In simple terms, material information is any type of information that (i) could reasonably be expected to affect the market price of the Company's securities or (ii) a reasonable investor would consider important in determining whether to buy, sell or hold the Company's securities. Both positive and negative information may be material. While it is not possible to identify all information that would be deemed "material," the following items are types of information that are generally considered material:

- projections of future revenues, earnings or losses, or other financial guidance (such as operating margins) or changes in such projections;

- earnings, revenue or other financial results;

- potential restatements of the Company's financial statements, changes in auditors, auditor notification that the Company may no longer rely on an auditor's audit report and issues with the Company's or the auditor's assessments of the Company's internal controls;

- significant pending or proposed mergers, acquisitions, tender offers, joint ventures or dispositions of significant assets or operations;

- changes in management or the Board of Directors;

- significant actual or threatened litigation, regulatory action or governmental investigations or major developments in such matters;

- significant changes in operations;

- significant developments regarding products, services, customers, suppliers, orders, contracts or financing sources (e.g., the acquisition or loss of a significant contract or customer);

- changes in dividend policy, declarations of stock splits, stock repurchases or public or private sales of additional securities;

- potential defaults under the Company's credit agreements or indentures, or the existence of material liquidity deficiencies; and

bankruptcies or receiverships.

The Securities and Exchange Commission (the “SEC”) has stated that there is no fixed quantitative threshold amount for determining materiality, and that even very small quantitative changes can be qualitatively material if they could result in a movement in the price of the Company’s securities. When in doubt, information concerning the Company should be presumed to be material and not to have been disclosed to the public.

What is “Nonpublic” Information?

Material information is “nonpublic” if it has not been disseminated in a manner making it available to investors generally. To show that information is public, it is necessary to point to some fact that establishes that the information has become publicly available, such as the filing of a report with the SEC, the distribution of a press release through a widely disseminated news or wire service, or by other means that are reasonably designed to provide broad public access. Before a person who possesses material, nonpublic information can trade, there also must be adequate time for the market as a whole to absorb the information that has been disclosed. For the purposes of this Insider Trading Policy, information will be considered public after the close of trading on the second full trading day following the Company’s public release of the information.

C. Are there any Restrictions on the Use of Electronic Bulletin Boards, Internet Chat Rooms or Websites?

While the Company encourages its stockholders and potential investors to obtain as much information as possible about the Company, the Company believes that information should come from its publicly-filed SEC reports, press releases and external website or from a designated Company spokesperson, rather than from speculation or unauthorized disclosures by the Company’s directors, officers or employees. For this reason, the Company has designated certain members of management to respond to inquiries regarding the Company’s business and prospects. This centralization of communication is designed to ensure that the information the Company discloses is accurate and considered in light of previous disclosures. Formal announcements are generally reviewed by management and legal counsel before they are made public. Any communications that do not go through this review process create an increased risk to the Company, as well as to the individual responsible for the communication, of civil and criminal liability.

In addition, with the advent of the Internet, and the emergence of electronic bulletin boards and chat rooms, electronic discussions about companies and their business prospects have become common. Inappropriate communications disseminated on the Internet may pose an inherently greater risk due to the size of the audience they can reach. These forums have the potential to move a stock price significantly, and very rapidly - yet the information disseminated through electronic bulletin boards and chat rooms often is unreliable, and in some cases, may be deliberately false. The SEC has investigated and prosecuted a number of fraudulent schemes involving electronic bulletin boards and chat rooms. You may encounter information about the Company on the Internet that you believe is harmful or inaccurate, or other information that you believe is true or beneficial for the Company. Although you may have a natural tendency to deny or confirm such information on an electronic bulletin board or in a chat room, any sort of response, even if it presents accurate information, could be considered improper disclosure and could result in legal liability to you and/or to the Company.

The Company is committed to preventing inadvertent disclosures of material, nonpublic information, preventing unwitting participation in Internet-based securities fraud, and avoiding the appearance of impropriety by persons associated with the Company. Accordingly, this Insider Trading Policy prohibits you from discussing material, nonpublic information about the Company with anyone, including other employees, except as required in the performance of your duties. You should not under any circumstances provide information or discuss matters involving the Company with the news media, any broker-dealer, analyst, investment banker, investment advisor, institutional investment manager, investment company or stockholder (even if you are contacted directly by such persons) without express prior authorization. This restriction applies whether or not you identify yourself as associated with the Company. You should refer all such contact or inquiries to our authorized spokespersons:

- Gordon Coburn, Chief Financial and Operating Officer

- David Nelson, Vice President, Investor Relations & Treasury
- Ramkumar Ramamoorthy, Vice President, Corporate Marketing and Communications

This Insider Trading Policy also prohibits you from making any comments or postings about the Company on any Internet bulletin boards, chat rooms or websites, or responding to comments or postings about the Company's business made by others. This restriction applies whether or not you identify yourself as associated with the Company.

D. What are the Penalties for Insider Trading and Noncompliance with this Insider Trading Policy?

Both the SEC and the national securities exchanges, through the Financial Industry Regulatory Authority (FINRA), investigate and are very effective at detecting insider trading. The SEC, together with federal prosecutors, pursue insider trading violations vigorously. For instance, cases have been successfully prosecuted against trading by employees in foreign accounts, trading by family members and friends, and trading involving only a small number of shares.

The penalties for violating insider trading or tipping rules can be severe and include:

- disgorgement of the profit gained or loss avoided by the trading;
- payment of the loss suffered by the persons who, contemporaneously with the purchase or sale of securities that are subject of such violation, have purchased or sold, as applicable, securities of the same class;
- payment of criminal penalties of up to \$5,000,000;
- payment of civil penalties of up to three times the profit made or loss avoided; and
- imprisonment for up to 20 years.

The Company and/or the supervisors of the person engaged in insider trading may also be required to pay civil penalties of up to the greater of \$1,275,000 or three times the profit made or loss avoided, as well as criminal penalties of up to \$25,000,000, and could under certain circumstances be subject to private lawsuits.

Violation of this Insider Trading Policy or any federal or state insider trading laws may subject the person violating such policy or laws to disciplinary action by the Company up to and including termination. The Company reserves the right to determine, in its own discretion and on the basis of the information available to it, whether this Insider Trading Policy has been violated. The Company may determine that specific conduct violates this Insider Trading Policy, whether or not the conduct also violates the law. It is not necessary for the Company to await the filing or conclusion of a civil or criminal action against the alleged violator before taking disciplinary action.

E. Does the Company have any Other Policies Regarding Confidential Information?

The Company also has strict policies relating to safeguarding the confidentiality of its internal, proprietary information. These policies include procedures regarding identifying, marking and safeguarding confidential information and employee confidentiality agreements. You should comply with these policies at all times.

F. How Do You Report a Violation of this Insider Trading Policy?

If you violate this Insider Trading Policy or any federal or state laws governing insider trading, or know of any such violation by any director, officer or employee of the Company, you must report the violation immediately to Steven Schwartz, Senior Vice President and General Counsel, at (201) 678-2759. If you do not feel that you can discuss the matter with Mr. Schwartz, you may raise the matter with Gordon Coburn, Chief Financial and Operating Officer at (201) 678-2712. You may also report a violation anonymously (subject to certain country-specific laws and regulations, which in some cases prohibit anonymous reporting) through Cognizant's Compliance Helpline by filing a report either by phone or via the Internet. Instructions for filing a report through our Compliance Helpline are

contained in our Code of Ethics entitled “Cognizant’s Core Values and Standards of Business Conduct” which you can access in the “About Us” section of the “Company” page of our website under the “Corporate Governance” tab located at www.cognizant.com or by visiting the following website address: <https://www.compliancehelpline.com/welcomepagecognizant.com/>.

G. *Is This Insider Trading Policy Subject to Modification?*

The Company may at any time change this Insider Trading Policy or adopt such other policies or procedures which it considers appropriate to carry out the purposes of its policies regarding insider trading and the disclosure of Company information. In addition, the contact persons and spokespersons named in this policy, including the Trading Compliance Officers designated in the Trading Procedures, may be changed, and additional contacts, spokespersons and/or Trading Compliance Officers may be designated, at any time in the discretion of the Chief Executive Officer of the Company. Notice of any such change will be delivered to you by regular or electronic mail by the Company (or other delivery option used by the Company). Upon such delivery, you will be deemed to have received, be bound by and agree to revisions of this Insider Trading Policy.

* * * * *

Your failure to observe this Insider Trading Policy could lead to significant legal problems, including fines and/or imprisonment, and could have other serious consequences, including the termination of your employment or service relationship with the Company.

APPENDIX C

Family/Medical Leave Procedure

The Associate Must Have a Covered Reason for The Leave

An eligible associate may take family/medical leave for any of the following reasons: (1) the birth of a son or daughter and in order to care for such son or daughter; (2) the placement of a son or daughter for adoption or foster care and in order to care for the newly placed son or daughter; (3) to care for a spouse, son, daughter, or parent, or any family member defined by applicable federal or state law as a “covered relation” with a serious health condition; or (4) because of the associate’s own serious health condition which renders the associate unable to perform an essential function of their position. Leave for the birth, adoption or placement of a child must be completed within the 12-month period after the birth, adoption or placement. Spouses employed by the Company who request leave because of the birth, adoption or placement of a child or to care for an associate’s parent with a serious health condition may only take a combined total of 12 weeks leave during any 12-month period.

A “serious health condition” means an illness, injury, impairment or physical or mental condition which requires inpatient care in a hospital, hospice or residential medical care facility, continuing medical treatment or continuing supervision by a health care provider. Where the condition involves the associate, the term means a condition that makes the associate unable to perform the functions of his or her position. Where the condition involves a covered relation, the term means a condition that requires the associate to be absent from work for the care of such family member.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

The Associate Must Provide Proper Notice of the Need for Leave

If the associate’s need for family/medical leave is foreseeable, the associate must give the Company at least 30 days prior written notice. Failure to provide proper notice may be grounds for the Company to delay the commencement of the leave. Additionally, if an associate is planning a medical treatment, the associate must consult with the Company regarding the dates of such treatment. Where the need for leave is not foreseeable, associates are expected to notify the Company within 1 to 2 business days of learning of the need for leave, except in extraordinary circumstances. “Associates must email Corporate Wellness at cognizant@corporatewellness.com to initiate a leave.

The Associate Must Provide Medical Certification Verifying The Need For Covered Leave.

If the associate is requesting leave because of his or her own serious health condition (as defined above) or a covered relation’s serious health condition, the associate and the relevant health care provider must supply medical certification verifying the need for covered leave. Medical Certification Forms are available from Corporate Wellness. When an associate requests leave, Corporate Wellness

will notify the associate of the requirement for medical certification and when it is due (the Company will allow at least 15 days after the associate requests leave to provide the certification). If the associate provides the Company at least 30 days notice of leave, the associate should provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner might result in a delay of the commencement of the leave. For exigency leave, the Company may require that the associate provide documentation to support the request for leave, including documentation from the military confirming a covered military member's active duty or call to active duty status in a foreign country.

The Company, at its expense, may require an examination by a second health care provider designated by the Company, if it reasonably doubts the medical certification initially provided. If the second health care provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Company may also require subsequent medical recertification during the course of the leave. Failure to provide requested certification in a timely manner may result in delay of further leave until it is provided.

Responsibility

Associates must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Use of Leave Time

To the extent permitted and/or required by law, an approved Family/Medical Leave is unpaid and runs concurrently with other types of leave (e.g. paid vacation, workers' compensation leave) that may also be taken for an FMLA-qualifying reason. The Company requires associates other than associates who are receiving workers' compensation or disability benefits to substitute accrued paid leave (such as vacation) for unpaid FMLA leave although such leaves will run concurrently. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. In no case can the substitution of paid leave time for unpaid leave time result in an associate's receipt of more than 100% of salary.

Leave Duration

Available Leave Time Is Calculated By a "Rolling" 12-Month Period: In calculating the amount of available leave time, a "rolling" 12-month period will be used. Each time an associate takes family/medical leave, the remaining leave entitlement would be any balance of the 12 weeks, which has not been used during the immediately preceding 12 months. For example, if an associate has taken eight weeks of leave during the past twelve months, an additional four weeks could be taken. If an associate used four weeks beginning February 1, 2001, four weeks beginning June 1, 2001, and four weeks beginning December 1, 2001, the associate would not be entitled to any additional leave until February 1, 2002. However, beginning on February 1, 2002 the associate would be entitled to four weeks of leave, on June 1, 2002 the associate would be entitled to an additional four weeks, etc. An associate may be permitted additional leave beyond that stated above when required by applicable state law.

Intermittent and Reduced Schedule Leave

Approved Family/Medical Leave May Include Intermittent and Reduced Schedule Leave. Leave because of a serious health condition, may be taken intermittently (i.e., in separate blocks of time of one (1) hour or more over several weeks) or on a reduced leave schedule (reducing the usual number of hours

you work per workweek or workday. If leave is unpaid, the Company will reduce the associate's salary or compensation based on the amount of time actually worked.

The associate must make a reasonable effort to schedule time off so as not to disrupt the operations of the Company. In addition, the associate must provide his/her Talent Manager with the dates on which medical treatment is expected along with the expected duration of the treatment or the length of time needed to care for a family member.

While the associate is on an intermittent or reduced schedule leave, the Company may temporarily transfer the associate to an available alternative position that better accommodates the associate's recurring leave and which has equivalent pay and benefits. The Company may permit intermittent or reduced leave schedules on a case-by-case basis to those associates taking leave for the birth or adoption of a child or to care for a newborn, depending upon the needs of the Company. Please see the Talent Management Department if you need additional information regarding such leaves.

Return to Work Certification

Associates on Approved Family/Medical Leave Must Provide a Return To Work Certification. If the associate's leave is because of his/her own serious health condition, except in the case of intermittent leave, the associate is required to provide medical certification that he/she is fit to resume work. Associates failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided. An associate wishing to return to work before the scheduled end of a leave must give at least two (2) working days advance notice to his/her supervisor.

No Moonlighting While On Leave

Restriction on Other Employment - an associate who takes another job for another employer while on Family/Medical Leave or any other authorized leave of absence with the Company may be subject to immediate termination.

Benefit Continuation During Leave

Impact of Leave on Medical and Other Benefits: During an approved family/medical leave, the company will maintain the associate's health benefits as if the associate continued to be actively employed. If paid leave is substituted for unpaid family/medical leave, the Company may deduct the associate's portion of the health premium as a regular payroll deduction. If the leave is unpaid, the associate must pay his/her portion of the premium by no later than the 15th day of each month the associate is on approved leave. The associate's health care coverage will cease if the premium payment is more than 30 days late. If the payment is more than 15 days late, the Company will send the associate a letter indicating the premium is late. If the Company does not receive the co-payment from the associate within 15 days after the date of the letter, the associate's coverage will cease. If the associate elects not to return to work for at least 30 calendar days at the end of the leave period, the associate will be required to reimburse the Company for the cost of the health benefit premiums paid by the Company for maintaining coverage during the associate's unpaid leave, unless the associate is unable to return to work due to the associate's serious health condition, or other circumstances beyond the associate's control.

Reinstatement After Leave

Misrepresentation of Leave: If it is discovered that a leave of absence granted for a specific purpose is not being used for that purpose, the Company may cancel the leave and direct the associate to report to work. An associate who fraudulently obtains leave is not protected by the FMLA's job restoration or maintenance of health benefits provisions.

Failure to Return to Work

An associate who fails to return to work at the expiration or cancellation of an approved family/medical leave, without satisfactory explanation to the Company will be terminated.

APPENDIX D

Corporate Sponsorship Policy for U.S. Lawful Permanent Residence (Green Card)

As a benefit to U.S.-based associates, Cognizant Technology Solutions U.S. Corporation (the “Company”) will, at its sole discretion, sponsor associates for U.S. lawful permanent residence, which is more commonly known as a “green card” (“GC”). GC sponsorship by the Company entails providing various services, document preparation, and document filing at costs that are typically significantly lower than those that would be incurred by associates if they contracted individually with an immigration attorney. We have retained legal counsel to assist, as necessary, in this complex process. **All costs and fees discussed below are subject to change at any time by the U.S. government or the Company.**

Eligibility for GC Sponsorship

At the sole discretion of the Company, associates who are on the U.S. payroll and who have an H-1B, L-1A, or L-1B visa may be invited to participate in the GC sponsorship program. In no case will the invitation be issued prior to the following length of service in North America:

- Managers and above 6 Months
- Associates through APM Level One Year

Payment of Costs and Fees

Generally, associates will be responsible for the payment of the filing fees charged by U.S. Citizenship and Immigration Services (“CIS”) for processing GC-related filings, and for other costs (including fingerprinting fees, photographs, and medical examinations), as follows:

- Phase 1 - The Company’s Application for Alien Employment Certification (“PERM”) to be filed with the U.S. Department of Labor (“DOL”): The associate pays for \$0.

Under federal law, the application is filed with DOL by the employer, i.e., the Company. Accordingly, it is the Company, in its sole discretion, and in accordance with federal law, that bears all the costs and fees related to preparing and filing such a PERM application.

Accordingly, the Company will not seek nor receive payment of any kind, from any source, for filing an application for alien employment certification or for other action in the course of the permanent labor certification process. Therefore, the Company will incur all of these costs, including the required pre-filing recruitment, the preparation and filing of application for alien labor certification, and prosecuting application(s).

- Phase 2 - The Company’s Form I-140 (Immigrant Petition for Alien Worker) to be filed with CIS: The associate pays for the CIS filing fee. At this time, CIS charges a Form I-140 filing fee of \$195.

Under federal law, the Form I-140 petition is filed with CIS by the employer, i.e., the Company. Accordingly, it is the Company, in its sole discretion, which bears certain costs of preparing and filing a Form I-140 petition. Specifically, the Company will pay for all costs, except for the filing fee that CIS charges for accepting a petition for processing.

Associates may retain individual legal counsel to advise with respect to the Form I-140 petition. In the case where an associate chooses to file by retaining his/her own legal counsel, the Company will only be responsible for executing documents properly prepared by the associate’s attorney, and which the Company, in its sole discretion, approves. The Company will not provide document preparation or document filing services, and the associate will be responsible for all costs and fees associated with the Form I-140 petition.

- Phase 3 - The associate and his or her family's Form I-485 (Application for Adjustment of Status) and ancillary filings, i.e., Form I-765 (Application for Employment Authorization) and Form I-131 (Application for Travel Document) to be filed with CIS: The associate pays for CIS filing fees and other related costs, including fingerprinting fees, photographs, and medical examinations. At this time, CIS charges the following filing fees:
 - Form I-485 fees per application: \$325 plus \$70 biometrics services fee if the applicant is aged 14 years or older. If the applicant has not attained the age of 14 years, the fee is \$225 with no biometric services fee. If the applicant is 79 years of age or older, the fee is \$325 with no biometrics services fee.
 - Form I-765 fee per application: \$180
 - Form I-131 fees per application: \$170

Under federal law, the Form I-485 application for adjustment of status to permanent resident, and related Form I-765 application(s) for employment authorization and Form I-131 application(s) for advance parole documents, are filed by the sponsored individual, i.e., the associate, and his/her qualifying dependents. The Company, in its sole discretion, bears certain costs of preparing and filing these applications for the associate and his/her qualifying dependents. Specifically, the Company will pay for all costs, except for the filing fees that CIS charges for accepting applications for processing, and other related costs, including fingerprinting fees, photographs, and medical examinations.

However, associates may retain individual legal counsel to advise with respect to the Form I-485 applications and ancillary Form I-765 and Form I-131 applications. In the case where an associate chooses to file by retaining his/her own legal counsel, the Company will only be responsible for executing documents properly prepared by the associate's attorney, and which the Company, in its sole discretion, approves. The Company will not provide document preparation or document filing services, and the associate will be responsible for all costs and fees associated with the Form I-485, Form I-765, and Form I-131 applications.

From time to time, CIS changes its filing fee structure. When DOL approves the Company's PERM application for an associate, and as a pre-condition to the Company's initiating Phase 2, that associate will pre-pay by check to the Company all applicable CIS filing fees and fingerprinting fees for him/herself and qualifying family members. The payment will cover all CIS fees in effect at that time. In the event that CIS increases fees between the time that the associate pays the Company those fees, and the time that filings are submitted to CIS, the associate will pay the Company the difference.

U.S. Lawful Permanent Residence (Green Card) Agreement

Associates who wish to participate in the process will be required to enter into a U.S. Lawful Permanent Residence (Green Card) Agreement formalizing the arrangement between the Company and the associate. Completed agreements should be sent to the Teaneck office to the attention of Immigration Department. Associates must provide the appropriate payment to the Company prior to the commencement of Phase 2.

Payments should be made via check or money order to "Cognizant Technology Solutions U.S. Corporation" and submitted to the Teaneck office to the attention of Immigration Department.

Any associate who is currently having a GC processed under our previous benefit policy will be required to sign a U.S. Lawful Permanent Residence Agreement to proceed to the next phase of his or her filing. The fees associated with the completion of the filing will be adjusted accordingly (e.g., an associate who is currently in the RIR phase will be required to sign an Agreement to move to Phase 2.) Prior to the Company's commencement of Phase 2, this associate would be required to pay the Company the CIS filing fees associated with Phases 2 and 3.

Filing for GC includes preparation of the applicable applications, petitions, and other legal documents for an associate's spouse and dependents in order for them to retain lawful immigration status in the United States and to achieve GC.

Costs associated with the following are not included in the Company sponsorship:

- Costs associated with fingerprints, photographs, medical examinations for associates and qualified dependents are not included or reimbursed by the Company.
- Costs associated with any interviews or appointments required by CIS are not covered under the payments to the Company. Should it become necessary to retain additional legal counsel and/or have Company immigration staff travel for these appointments, the related costs will be discussed with the associate at that time.

GC processing for associates in the U.S shall involve adjustment of status through the filing of Form I-485 applications with CIS in Phase 3. Any requests for Phase 3 to involve immigrant visa processing through a U.S. consular post abroad will require the approval of the Vice President of Operations North America as exception cases.

While the Company will make every reasonable effort to procure GC status for any associate who enters the program, nothing stated within this policy or associated agreement is a guarantee that DOL, CIS, and/or any other governmental agency will ultimately issue each and every approval required under law to attain GC.

WHILE THE COMPANY EXPECTS TO CONTINUE ITS POLICIES, PROCEDURES AND BENEFITS, IT RESERVES THE UNCONDITIONAL RIGHT TO MODIFY, REVOKE, SUSPEND, TERMINATE, OR CHANGE ANY OR ALL SUCH POLICIES, PROCEDURES AND BENEFITS AT ANY TIME AND WITHOUT NOTICE.