

**Cognizant**

Passion for building stronger businesses

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**Proprietary Rights and Non Disclosure Agreement****Cognizant Technology Solutions Australia Pty. Ltd****PROPRIETARY RIGHTS AND NONDISCLOSURE AGREEMENT****TERMS AND CONDITIONS OF EMPLOYMENT**

In consideration of the employment of the undersigned ("Employee") by Cognizant Technology Solutions Australia Pty. Ltd. (the "Company"), and as a condition of continued employment, Employee agrees as follows:

**1. OWNERSHIP AND NON DISCLOSURE OF PROPRIETARY INFORMATION**

The employee acknowledges that all Proprietary Information, as defined below, is the exclusive property of the Company or the party that disclosed or delivered the same of the Company. Specifically, Employee agrees that all Proprietary Information developed as a direct or indirect result of the Employee's efforts during any period of employment with the Company shall be and shall remain the exclusive property of the Company, and the Employee shall have no ownership interest therein. To the extent Employee may have any interest in such developed Proprietary Information; Employee assigns such interest to the Company. While employed by the Company for a period of three (3) years thereafter, Employee shall not use or disclose any Proprietary Information, directly or indirectly, except as authorized by the Company in connection with Employee's assigned duties. The foregoing notwithstanding, Employee shall not in any time use or disclose, directly or indirectly, any of the Proprietary Information constituting Trade Secrets of the Company, as defined below, except as authorized by the Company in connection with Employee's assigned duties

**2. DEFINITIONS**

Propriety Information, as referred to herein, includes all of the following information and material, whether or not reduced to writing and whether or not patentable, the Employee during any period of employment with the Company has access to or develops in whole or in part as a direct or indirect result of such employment or through the use of any of the Company's facilities or resources: (i) Application, operating system, communication and other computer software, including without limitation all source and object code, flow charts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals; (ii) Production processes, marketing techniques, purchasing information, fee lists, licensing policies, quoting procedures, financial information, employee names and job descriptions, customer and prospective customer names and requirements, data and other information or material relating to the manner in which any customer, prospective customer of the Company do business; (iii) Discoveries, concepts and ideas (including about not limited to the nature and results of research and development activities), processes, formulae, techniques, "know-how", designs, drawings and specifications; (iv) Any other information or material relating to business or activities of the Company which is not generally known to others engaged in similar business or activities; (v) All inventions and ideas which are derived from or relate to Employee's access to or knowledge of any of the information or material described herein; and (vi) Any information of raw materials described herein which is the property of any other person or firm which has revealed or delivered such information or material to the Company pursuant to a contractual relationship with the Company or otherwise the sources of the Company's business. "Proprietary Information" shall not include any information or material of the type described herein to the extent that such information or material is or becomes publicly known through no act on Employee's part. "Trade Secrets", as preferred herein, include all of the information and material described in paragraphs (i), (ii), (iii), (iv), (v) and (vi). The failure to mark any of the Proprietary Information as confidential shall not affect its status as Proprietary Information or Trade Secrets.

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## Proprietary Rights and Non Disclosure Agreement



### 3. RECORDS

All notes, data, reference material, sketches, drawings, memoranda and records in any way relating to any of the Proprietary Information or the Company's business shall belong exclusively to the Company, and at request of the Company or, in the absence of such a request, upon the termination of the Employee's employment with the Company, Employee agrees to turn over to the Company all such materials and copies thereof in Employee's possession

### 4. INJUNCTIVE RELIEF

Because of the valuable and unique nature of Proprietary Information, Employee understands and agrees that the Company shall suffer irreparable harm if the Employee breaches any of the Employee's obligations under this Agreement and that monetary damages shall be inadequate to compensate the Company for any breach thereof. Accordingly, Employee agrees that, in addition to any other remedies or rights, the Company shall have the rights to obtain an injunction to enforce the terms of this agreement

### 5. PREVIOUS EMPLOYER

Employee represents that the Employee's performance as an employee of the Company will not breach any employment agreement nor any agreement to keep in confidence any trade secret, confidential or propriety information of a former employer. Employee has not brought any trade secrets, confidential or propriety information of a former employer to the company. Employee will not disclose nor use in the performance of Employee's work with the Company any trade secrets, confidential or authorization from the former employer.

### 6. NON-SOLICITATION AND NON-COMPETE

Until two (2) years after the termination of employment with the Company, Employee will not solicit or otherwise encourage others to leave the Company's employment.

Until two (2) years after the termination of employment with the Company, Employee will not directly or indirectly solicit business from competitor(s) or client(s) of the Company nor engage in (as an employee, principal, partner, consultant or any other capacity) with the competitor(s) or client(s) of the Company.

### 7. GENERAL

This document contains the entire understanding between the Company and Employee with respect to its subject matter. It may not be extended, varied, modified, supplemented, or otherwise changed except by written agreement signed by both Employee and President & Chief Operating Officer of the Company. A waiver of the Company of any right or provision under this Agreement shall not operate or be construed as a waiver of such right or provision at any other time. If a court finds a portion of this Agreement unenforceable, such findings shall not affect enforcement of the other portions of this Agreement. Any portion found to be unenforceable shall be construed to be reformed to extend as far as is enforceable. This Agreement shall incur to the benefits of and may be enforced by the successor and assigns of the Company. This agreement is entered into under the laws of Australia and shall be governed by the laws of such country.

I have read, understood and agree to the above.

Name : Radhika Rani

Date : 05/14/2014

✓ This page has been signed by Radhika Rani on May 16 2014 11:00

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