

## American Express Corporate Card Cardmember Agreement

In consideration of Cognizant Technology Solutions Canada, Inc. ("COGNIZANT") furnishing to me an American Express Corporate Card (the "AMEX Card") and intending to be legally bound, I, the undersigned Corporate Cardmember, acknowledge and agree as follows:

- 1. I shall use the AMEX Card for all COGNIZANT business travel expenses and agree that the AMEX Card must be used to pay for airline tickets and car rental in order for me to be reimbursed by COGNIZANT. I understand and agree that the AMEX Card shall be used only for business travel expenses and shall not be used for personal expenses.
- 2. I agree to report actual business expenses at least monthly (unless travel is less frequent) and to obtain prior management approval for expense items not covered by COGNIZANT's Travel Expense Policy. In the event that my employment ends for any reason, I agree to report actual business expenses and to reimburse COGNIZANT for any other expenses on or before my last day of work.
- 3. I am fully liable for all charges on my AMEX Card and must submit timely expense reports to ensure full payment of all charges (minus disputed charges properly reported) by the due date indicated on each statement.
- 4. I will not be reimbursed by COGNIZANT for delinquency or finance charges.
- 5. I understand and agree that AMEX Card accounts 90 days or more past due will be reviewed by COGNIZANT Management.
- 6. I understand and agree that COGNIZANT may pay American Express the balance due on delinquent accounts at 110 days past due.
  - a. If I am still employed by COGNIZANT at that time, I understand that COGNIZANT will give me, the delinquent Corporate Cardmember, the option of either (1) payroll deduction under the terms of a promissory note for the balance due or (2) immediate direct payment to or reimbursement of COGNIZANT by me;
  - b. If my employment with COGNIZANT has terminated for any reason and there is a balance due on my AMEX Card account which is a personal expense or which is not supported by an expense report in compliance with COGNIZANT'S TRAVEL EXPENSE POLICY, I understand and agree that COGNIZANT may deduct the balance due on my account from any compensation due me from COGNIZANT including, but not limited to, wages, salary, accrued and unpaid vacation benefits, severance and/or bonus payments of any kind; and
  - c. If the compensation described in (b) above is insufficient to reimburse COGNIZANT for the delinquent balance due, I understand that COGNIZANT may recover such delinquent balance by lawsuit or by such other means or combination of means as COGNIZANT deems necessary.
- 7. If I submit expenses that are not in compliance with COGNIZANT's Travel Expense Policy, I risk delayed, partial, or forfeited reimbursement. I agree that significant abuse of the AMEX Card may result in disciplinary action, up to and including termination.
- 8. At such time as I cease employment with COGNIZANT, I must provide proof of expense report submission and reconciliation of all outstanding AMEX Card charges. I understand that my failure to do so may result in COGNIZANT deduction of the outstanding balance or taking such other action as described in subparagraphs 6(b) and (c) above.
- 9. I understand and agree that I am permitted to use the AMEX Card only for business expenses and that use of the AMEX Card for personal charges is strictly prohibited.

By signing below, I, the undersigned, agree to and accept this Agreement, and expressly state that I intend to be legally bound to the terms and obligations of this Agreement.

Please sign and print your name and employee ID on the lines provided below.

If I do not submit this Agreement, I realize that my application will be not be submitted, and I will not receive a Corporate Card.

## **EMPLOYEE**

Signature:		* Title:	Mr.
* Name (Print):	John Doe	* Date:	12/27/2010

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