

Cognizant Technology Solutions India Private Limited
PROPRIETARY RIGHTS AND NONDISCLOSURE AGREEMENT
TERMS AND CONDITIONS OF EMPLOYMENT

In consideration of the employment of the undersigned ("Employee") by Cognizant Technology Solutions India Private 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

Proprietary 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 but 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.



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 proprietary information of a former employer. Employee has not brought any trade secrets, confidential or proprietary 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.

NON-SOLICITATION

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.

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 India and shall be governed by the laws of such country.

I have read, understood and agree to the above.	
Name	Balakrishna P
Date	09/16/2011
Details of Witness	
Name	
Designation	
Signature	

✓ Signed by Balakrishna P
on Sep 16, 2011



COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION

500 Glenpointe Centre West
Teaneck, NJ 07666

ALL EMPLOYEES OF COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION

Prohibition on Disclosure or Use of
Inside Information; Restrictions on
Transactions in Company Securities

This memorandum sets forth the policies of Cognizant Technology Solutions Corporation (the "Company") concerning restrictions on purchasing or selling the Class A Common Stock of the Company (the "Class A Common Stock") while in possession of "inside" information and the disclosure of such information and restrictions on transactions in the Class A Common Stock. All employees of the Company and its subsidiaries and family members who reside in the same households with, or whose investment decisions are managed or influenced by, such employees are subject to the following policies.

I. Prohibition on Use or Disclosure of Inside Information

All employees of the Company and its subsidiaries are advised that the Company has a strict policy prohibiting employees of the Company and its subsidiaries from:

- A. buying or selling, or participating in a decision to buy or sell, the Company's Class A Common Stock while in possession of material non-public information (sometimes called "inside" information); or
- B. Disclosing inside information to others (sometimes called "tipping").

This policy is for the protection of the Company, its subsidiaries and their respective employees. It is also designed to assist personnel in complying with applicable requirements of Federal law. Any person who violates the Federal prohibitions on the use of material inside information in securities transactions or the communication of such information to others who use it in securities transactions may suffer severe consequences, including possible civil or criminal liability, injunctions, disgorgement of profits made or losses avoided, penalties up to \$1,000,000 or three times such profits or losses (whichever is greater) and exposure to private law suits.

Information concerning the Company or its subsidiaries is "inside" or "nonpublic" for purposes of this policy if it has not been made generally available to the public for at least two full days. Information would be deemed generally available to the public if it has been included in a filing made by the Company with the Securities and Exchange Commission or disclosed in a press release.

Inside information is "material" if it relates to the Company and its subsidiaries or their respective businesses, financial condition or prospects or the Company's Class A Common Stock and its dissemination would be likely to affect the market price of the Company's Class A Common Stock or if there is a substantial likelihood that a reasonable investor would consider it important in determining whether to buy, sell or hold the Company's Class A Common Stock. Material inside information can also be related to new products and services, customers, sales, etc. Information concerning any of the following will generally be considered material:



- A. Declarations of stock splits, stock dividends and cash dividends
- B. Earnings information;
- C. Financial forecasts, especially estimates of earnings
- D. Changes in previously disclosed financial information;
- E. Joint ventures, mergers or acquisitions of other companies and negotiations with respect thereto;
- F. Proposed issuances of new securities or repurchases of Class A Common Stock by the Company;
- G. Significant changes in operations;
- H. Significant increases or decreases in customers;
- I. extraordinary borrowings;
- J. The commencement of major litigation or governmental investigations;
- K. Financial liquidity problems; and
- L. significant changes in management.

When in doubt, information concerning the Company or its subsidiaries should be presumed to be material and not to have been disclosed to the public.

I. Restrictions on Transactions in Company Common Stock

The Company has adopted the following policies with respect to transactions by employees of the Company and its subsidiaries in the Company's Class A Common Stock:

- A. Employees may not buy or sell the Company's Class A Common Stock within the period from fifteen days prior to the end of each fiscal quarter (i.e., March 31, June 30, September 30 and December 31) until the third day after the quarterly announcement of the earnings of the Company for such quarter.
- B. Employees may not buy or sell the Company's Class A Common Stock at any time while in possession of material, non-public information.
- C. Employees should not buy or sell or deal in puts, calls, transferable options or other speculative rights or obligations with respect to equity securities of the Company.

In order to facilitate compliance with the foregoing policies, prior to any purchase or sale of Class A Common Stock, the employee should give notice to Gordon Coburn, of the proposed date of the transaction and the number of shares of Class A Common Stock to be purchased or sold. After effecting such transaction, the employee should give written notice to Gordon Coburn of the number of shares of Class A Common Stock purchased or sold, the transaction date and the purchase or sale price.

III. Confidentiality

The unauthorized disclosure of material information concerning the Company or its subsidiaries may cause serious harm, whether or not such disclosure is for the purpose of facilitating improper trading in the Company's Class A Common Stock. Therefore, employees should not discuss any non-public information concerning the Company or its subsidiaries with anyone outside of the Company. This prohibition applies specifically, but not exclusively, to inquiries about the Company or its subsidiaries which may be made by the financial press, investment analysts or others in the financial community or any stockholder. It is important that all such communications on behalf of the Company or its subsidiaries be made through an appropriately designated officer under carefully controlled circumstances. If you receive any inquiries of this nature, you should decline comment and refer the inquirer to Gordon Coburn, unless you are expressly authorized to the contrary.

IV. Conclusion

Adherence to the policies set forth in this memorandum is essential. Any violation of the Company's policies as set forth in this memorandum will be regarded as a very serious matter and may result in termination of employment.

Date	09/16/2011
------	------------

✓ Signed by Balakrishna P
on Sep 16, 2011



Cognizant Technology Solutions India Private Limited

PROHIBITION OF DISCLOSURE OF INSIDE INFORMATION AND DISCIPLINARY ACTION

This message shall serve as a reminder of our policy regarding the disclosure of material non-public ("insider") information. Cognizant has a strict policy that forbids employees from disclosing material non-public information about our Company. Disclosure of such information is a crime under U.S. securities law and may result in immediate termination of employment. Information concerning Cognizant shall be considered "inside" or "nonpublic" if it has not previously been made generally available to the public. Inside information shall be "material" if it relates to Cognizant's financial condition or prospects and its dissemination is likely to affect the market price of our stock or if there is a substantial likelihood that an investor would consider it important in determining whether to buy, sell or hold our stock. Material inside information shall also be related to new products and services, customers, sales, etc. The following is a partial list of information that shall generally be considered material:

- Earnings information and financial forecasts
- Customer gains or losses
- Joint ventures, mergers or acquisitions
- Significant changes in operations
- Significant changes in management

Material non-public ("insider") information shall never be posted on Internet message boards or communicated in any other form to people outside of our company. For your reference, a copy of the Insider Information Policy has been attached: "Prohibition on Disclosure or Use of Inside Information; Restrictions on Transactions in Company Securities." Please take the time to read this important policy. Again, any violation of the Company's disclosure policy shall be regarded as a very serious matter and may result in immediate termination of employment.

Disciplinary Action:

Appropriate authority or committee may take decisions for disciplinary action against an Associate in case of a serious violation of company security policy.



COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION
CODE OF BUSINESS CONDUCT AND ETHICS
PROHIBITION ON DISCLOSURE OR USE OF INSIDE INFORMATION;
RESTRICTIONS ON TRANSACTIONS IN COMPANY SECURITIES

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.

The Code of Business Conduct and Ethics sets forth legal and ethical standards of conduct for employees, officers and members of the Board of Directors of Cognizant Technology Solutions Corporation, 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.

The Prohibition on Disclosure or Use of Inside Information; Restrictions on Transactions in Company Securities sets forth the policies of Cognizant Technology Solutions Corporation concerning restrictions on purchasing or selling the Class A Common Stock of the Company while in possession of "inside" information and the disclosure of such information and restrictions on transactions in the Class A Common Stock. All employees of the Company and its subsidiaries and family members who reside in the same households with, or whose investment decisions are managed or influenced by, such employees are subject to this policy.

Certification

I, Balakrishna P do hereby certify that:

1 I have received and carefully read the Code of Business Conduct and Ethics and Prohibition on Disclosure or Use of Inside Information; Restrictions on Transactions in Company Securities of Cognizant Technology Solutions Corporation (the "Company").

2 I understand the Code of Business Conduct and Ethics and Prohibition on Disclosure or Use of Inside Information; Restrictions on Transactions in Company Securities.

3 I have complied, and will continue to comply, with the terms of the Code of Business Conduct and Ethics and Prohibition on Disclosure or Use of Inside Information; Restrictions on Transactions in Company Securities, and will ensure that all employees of the Company reporting to me, (directly or indirectly) have complied, and will continue to comply, with the terms of these policies

Date	09/16/2011	Associate ID	207953
EACH EMPLOYEE IS REQUIRED TO SIGN, DATE AND RETURN THIS CERTIFICATION TO THE COMPANY'S HR DEPARTMENT. FAILURE TO DO SO MAY RESULT IN DISCIPLINARY ACTION.			

✓ Signed by Balakrishna P
on Sep 16, 2011