

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934
Date of report (Date of earliest event reported): January 9, 2023



Cognizant Technology Solutions Corporation
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

0-24429
(Commission
File Number)

13-3728359
(IRS Employer
Identification No.)

300 Frank W. Burr Blvd.
Teaneck, New Jersey 07666
(Address of Principal Executive Offices including Zip Code)
(201) 801-0233
(Registrant's telephone number, including area code)
N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425).
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12).
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b)).
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.01 par value per share	CTSH	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). □

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 2.02. Results of Operations and Financial Condition.

On January 12, 2023, Cognizant Technology Solutions Corporation (the “Company”) issued a press release to report the appointment of a new Chief Executive Officer and Director of the Board, as described below. In this press release, the Company disclosed updated 2022 guidance for fourth quarter and full year revenue and full year Adjusted Operating Margin and Adjusted Diluted EPS. The full text of the press release is attached to this current report on Form 8-K as Exhibit 99.1.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.***Appointment of New Chief Executive Officer – Ravi Kumar S***

On January 12, 2023, the Company announced that the Board of Directors (the “Board”) has appointed Ravi Kumar Singiseti (also referred to as Ravi Kumar S or Ravi Kumar) as the Company’s Chief Executive Officer and as a member of the Board, in each case effective January 12, 2023 (the “Effective Date”).

Mr. Kumar, age 51, joins Cognizant after a 20-year career at Infosys, where he held various leadership roles, most recently serving as President from January 2016 through October 2022. In this role, he led the Infosys Global Services Organization across all global industry segments, driving digital transformation services, consulting services, technology services, engineering services, data & analytics, cloud and infrastructure, and enterprise package applications service lines. Prior to Infosys, Mr. Kumar served in positions of increasing authority at PricewaterhouseCoopers, Cambridge Tech Partners, Oracle Corporation and Sapient. He is a member of the Board of Directors of Digimarc Corporation and TransUnion. Mr. Kumar has a bachelor’s degree in Engineering from Shivaji University and an M.B.A. from Xavier Institute of Management, India.

There is no arrangement or understanding between Mr. Kumar and any other person pursuant to which Mr. Kumar was appointed as Chief Executive Officer or as a Director of the Company. Except as described herein, there are no existing or currently proposed transactions to which the Company or any of its subsidiaries is a party and in which Mr. Kumar has a direct or indirect material interest. There are no family relationships between Mr. Kumar and any of the Directors or officers of the Company or any of its subsidiaries.

In connection with his appointment as Chief Executive Officer, the Company provided Mr. Kumar with an offer letter (the “Offer Letter”) pursuant to which Mr. Kumar has agreed to serve as the Company’s Chief Executive Officer on an at-will basis. Mr. Kumar will initially be entitled to the following compensation and benefits: (i) an annual base salary in the amount of \$1,000,000; (ii) annual cash incentive compensation with a target of 200% of his annual base salary in accordance with the terms of the Company’s annual cash incentive compensation plan; and (iii) annual equity awards with a target grant-date value of \$11,500,000, of which \$4,600,000 will be time-based restricted stock units (“RSUs”) vesting over a three-year period and \$6,900,000 will be performance-based restricted stock units (“PSUs”). In addition, in connection with his appointment, Mr. Kumar is entitled to receive the following one-time awards: (a) PSUs with a target value of \$3,000,000, and a payout range from 0% to 250% of the target measured over a four-year performance cycle (the “New Hire Award”); (b) an equity award consisting of RSUs with a grant date value of \$5,000,000, vesting in substantially equal quarterly installments over the one year period following his start date (the “Buyout Award”) and (c) a cash sign-on bonus of \$750,000 (the “Sign-on Bonus”).

The New Hire Award will be payable based on absolute total stockholder return (measured as a compound annual growth rate) of the Company’s common stock over the four years starting on the January 12, 2023 (with share price adjustment downwards to account for dividends), as shown in the following table:

Performance Level	Stock Price CAGR	% of Target Earned
Maximum	+20%	250%
Above Target	+17%	200%
Target	+15%	100%
Threshold	+10%	50%

These amounts would correlate to an absolute growth rate for the Company’s common stock of 46% for Threshold performance, 75% for Target performance, 87% for Above Target performance and 107% for Maximum performance.

Pursuant to the terms of the Offer Letter, Mr. Kumar is required to hold all shares of common stock received upon vesting of the Buyout Award for four years following his start date.

The Offer Letter provides that upon employment, Mr. Kumar will enter into an Executive Employment and Non-Disclosure, Non-Competition, and Invention Assignment Agreement in the form attached to the Offer Letter, which is generally consistent with the form agreement applicable to executive officers of the Company, as modified in certain respects for an individual serving as Chief Executive Officer of the Company (the “Kumar Employment Agreement”).

This description of the Offer Letter and Kumar Employment Agreement does not purport to be complete, and is subject to and qualified in its entirety by reference to the full text of the Offer Letter, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and the Employment Agreement, which is attached as Exhibit 10.2 to this Current Report on Form 8-K, and each of which is incorporated herein by reference.

Former Chief Executive Officer – Brian Humphries

On January 9, 2023, the Board determined that it would replace Mr. Humphries as the Company’s Chief Executive Officer and asked him to step down as a member of the Board of Directors, effective January 12, 2023. On January 9, 2023, Mr. Humphries agreed to resign from the Board, effective January 12, 2023. To facilitate the transition, Mr. Humphries is expected to remain with the Company as a special advisor until March 15, 2023 (the “Separation Date”), at which point Mr. Humphries’ employment with Cognizant Worldwide Limited (“CWW”), a subsidiary of the Company, will terminate.

In connection with Mr. Humphries’ transition in role, on January 9, 2023, Mr. Humphries, CWW and the Company entered into a Letter Agreement (the “Letter Agreement”), pursuant to which Mr. Humphries will remain an employee of CWW and will continue to receive his existing base salary and vesting of outstanding equity awards pursuant to their terms through the Separation Date. In addition, subject to Mr. Humphries’ execution and non-revocation of a release of claims against the Company and his continued compliance with certain restrictive covenants as set forth in his Executive Employment and Non-Disclosure, Non-Competition, and Invention Assignment Agreement dated April 1, 2019 entered into between Mr. Humphries and CWW (as amended by a letter agreement dated as of December 9, 2022, (the “Humphries Employment Agreement”)), if he remains with the Company through the Separation Date: (i) he will receive in March 2023 his annual cash incentive for 2022 based on the Company’s actual performance, (ii) he will receive continued payment of his salary and benefits through the Separation Date, (iii) his outstanding equity awards will continue to vest in accordance with their terms through the Separation Date, (iv) he will receive payment for his accrued but untaken vacation and (v) following the Separation Date, he will receive the severance benefits to which he would have been entitled upon a termination of employment by the Company without Cause (as defined in the Humphries Employment Agreement) under the Humphries Employment Agreement (including an amount equal to his annual base salary, payable over a one-year period in installments, a lump-sum cash amount equal to his target annual cash incentive for 2023) and accelerated vesting of certain time-based equity awards.

This description of the Letter Agreement does not purport to be complete, and is subject to and qualified in its entirety by reference to the full text of the Letter Agreement, which is attached as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On January 12, 2023, the Company issued a press release announcing the appointment of Mr. Kumar as the Company’s Chief Executive Officer and as a member of the Board, in each case effective January 12, 2023. The full text of the press release is attached to this Current Report on Form 8-K as Exhibit 99.1.*

Forward-Looking Statements

This Current Report on Form 8-K includes statements which may constitute forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, the accuracy of which are necessarily subject to risks, uncertainties, and assumptions as to future events that may not prove to be accurate. These statements include, but are not limited to, express or implied forward-looking statements relating to our plans and expectations surrounding the timing of the transition period during which Mr. Humphries will continue to serve in a consulting role to the Company. These statements are neither promises nor guarantees, but are subject to a variety of risks and uncertainties, many of which are beyond our control, which could cause actual results to differ materially from those contemplated in these forward-looking statements. Existing and prospective investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. Factors that could cause actual results to differ materially from those expressed or implied include general

economic conditions and the other factors discussed in our most recent Annual Report on Form 10-K and other filings with the Securities and Exchange Commission. The Company undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, except as may be required under applicable securities law.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Offer Letter, by and between the Company and Ravi Kumar Singiseti, acknowledged and agreed January 9, 2023 (portions of this Exhibit have been omitted)
10.2	Employment and Non-Disclosure, Non-Competition, and Invention Assignment Agreement, between the Company and Ravi Kumar Singiseti, dated effective January 12, 2023 (portions of this Exhibit have been omitted)
10.3	Letter Agreement, dated as of January 9, 2023, by and among Cognizant Worldwide Limited, the Company and Brian Humphries
99.1	Press Release of Cognizant Technology Solutions Corporation, dated January 12, 2023*
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the Inline XBRL document).

* The information in Item 2.02, Item 7.01 and Exhibit 99.1 of this Current Report on Form 8-K shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION

By: /s/ John Kim

Name: John Kim

Title: Executive Vice President, General Counsel, Chief Corporate Affairs
Officer and Secretary

Date: January 12, 2023

Certain information contained in this Exhibit has been excluded because it is both (1) not material and (2) of the type that the company treats as private or confidential. The redaction of such information is indicated by “[***]”.

January 9, 2023

Ravi Kumar Singiseti

[***]

[***]

Re: Revised Offer of Employment

Dear Mr. Kumar:

On behalf of the Board of Directors (the “Board”) of Cognizant Technology Solutions Corporation, a Delaware corporation (“CTSC” and, together with its consolidated subsidiaries (including CTS US, as defined below), “Cognizant”), I am pleased to offer you the position of Chief Executive Officer of Cognizant and employment with Cognizant Technology Solutions U.S. Corporation (“CTS US”), commencing on January 12, 2023. If accepted, this letter shall supersede and replace in its entirety the letter agreement dated September 6, 2022, as amended by letter agreement dated October 16, 2022, regarding your previously contemplated position as Executive Vice President and President – Americas.

You will have the responsibilities, duties and authorities customary for a chief executive officer of a publicly-traded U.S. corporation. You will report directly to the Board. In addition, the Board agrees, subject to its fiduciary duties to CTSC’s stockholders, that it will appoint you to the Board effective on or about January 12, 2023 and, to the extent that your term as a member of the Board expires at any time while you remain Chief Executive Officer of CTSC, it will nominate and recommend you for re-election to the Board. During the term of your employment, you will comply with all rules, policies and procedures that may be adopted by Cognizant from time to time.

In addition to items already completed in contemplation of your previously offered position, this offer is contingent on the following:

- Your signing and returning of this offer letter prior to January 12, 2023;
- Your signing of the Non-Disclosure, Non-Solicitation and Invention Assignment Agreement (“NDA”) applicable to employees of CTS US generally on or prior to January 12, 2023;
- Your entering into the form of Executive Employment and Non-Disclosure, Non-Competition, and Inventions Assignment Agreement with CTSC in the form attached hereto as Exhibit A (the “Executive Employment Agreement”) on or prior to January 12, 2023;
- Satisfactory completion of all CTS US new hire paperwork received electronically;
- Satisfactory verification of employment eligibility and authorization to work in the United States. You will need to present documentation of identity and employment eligibility, and complete a Form I-9 Employment Eligibility Verification form within the first 3 business days of your employment. In compliance with the Immigration Reform and Control Act of 1986, your employment at CTS US is contingent on presenting adequate documentation within the mandatory time frame; and
- You no longer being subject to any legal restrictions, including any non-competition, non-solicitation, intellectual property, confidentiality or other agreements, in any case, that will prevent you from starting your employment no later than January 12, 2023 or could substantially interfere with your performance of your duties for Cognizant.

Employment with CTS US is “at-will”, meaning that it is not for any specific period of time and can be terminated by either you or CTS US at any time, with or without advance notice, and for any lawful reason or no particular reason or cause. Your service as an executive of CTSC, CTS US and any other Cognizant entity may similarly be terminated either by you or Cognizant at any time, subject to the terms and conditions of the Executive Employment Agreement.

The key terms and conditions of your employment with CTS US are described below:

CASH COMPENSATION: Subject to your commencing employment with Cognizant on January 12, 2023:

BASE SALARY: You will be paid an annual base salary of \$1,000,000, or approximately \$41,667 per pay period based on semi-monthly payments, pro-rated for any partial pay period. You will be paid your salary in accordance with the CTS US's payroll policies and practices as in effect from time to time (payroll dates currently occur on the 15th and last working day of each month).

ANNUAL CASH INCENTIVE: During employment, you will be eligible for a target annual cash incentive equal to two (2) times your annual base salary and on terms generally in alignment with the other executive officers of CTSC; provided, however, that the terms of the annual cash incentive, including the performance metrics and targets, any discretionary component and any aspect that is tailored to a particular executive or group of executives in a manner aligned to the responsibilities of and performance goals established for such executive or group of executives, will be determined by the Compensation Committee of the Board in its sole discretion. The annual cash incentive will be paid to you only if you are still actively employed by Cognizant on the date the annual cash incentive is paid to executives generally for the year in which such annual bonus is earned (each, a "Bonus Date") and in one single payment (and will be paid on such date). The amount of any annual cash incentive may be more or less than the target annual cash incentive (and may equal zero if performance goals are not attained). Your actual incentive compensation award earned for your first year of employment, if any, will be prorated on account of your partial year of employment in 2023.

NEW HIRE AWARD: Subject to your commencing employment with Cognizant on January 12, 2023, you will be granted an equity award in the form of performance stock units with a target value of \$3,000,000 and a payout range from 0% to 250% of target (the "New Hire Award"). The performance stock units will have a four-year performance cycle and be payable based on the absolute total stockholder return (measured as a compound annual growth rate) of CTSC's common stock over the four years beginning on January 12, 2023 (using the 20-day average closing price of the Company's common stock as of January 12, 2023 as the starting price) (with share price adjustment downwards to account for dividends), as shown in the following table:

Performance Level	Stock Price CAGR	% of Target Earned
Maximum	+20%	250%
Above Target	+17%	200%
Target	+15%	100%
Threshold	+10%	50%

For the New Hire Award, performance below the "Threshold" set out above shall result in 0% of the Target Earned and the performance above the "Maximum" set out above shall be capped at 250% of the Target Earned. The number of performance stock units that will be eligible for vesting for performance between "Threshold" and "Target", "between "Target" and "Above Target" or between "Above Target" and "Maximum" will be determined using straight-line interpolation, rounded down to the preceding whole number (e.g., 101.74% rounded down to 101%). In no event shall any fractional shares be issued. Vesting of the New Hire Award is subject to your continued employment through the end of the four-year performance period. Such award shall also be subject to the terms and conditions of CTSC's 2017 Incentive Award Plan (the "Plan") and an award agreement between you and CTSC.

BUYOUT AWARD: Subject to your commencing employment with Cognizant on January 12, 2023, you will also be granted on January 12, 2023, a one-time, non-recurring award of restricted stock units with vesting based on duration of employment ("RSUs") for joining Cognizant (the "Buyout Award"). Such award of RSUs in connection with the Buyout Award will have a Grant Date value of \$5,000,000 (with the number of RSUs determined in accordance with standard Company procedures) and will vest in equal installments over four quarters beginning in Q2 2023. Such award shall be subject to the terms and conditions of the Plan and the form of Restricted Stock Unit Award Agreement approved by the Compensation Committee under the Plan. So long as

you remain employed with Cognizant, you are also required to hold all shares of common stock you received upon vesting of the Buy-out Award (net of shares withheld for taxes) through January 12, 2027. Such holding requirement will be in addition to any requirements applicable to you under the Company's executive stock ownership guidelines.

ANNUAL EQUITY AWARDS: Subject to approval by the Compensation Committee, your commencing employment with Cognizant on January 12, 2023 and your continued employment with Cognizant through the applicable grant date, you will be granted additional RSUs as described in additional detail below and restricted stock units of CTSC with vesting based on the satisfaction of performance criteria and duration of employment ("PSUs"), as provided under Article Nine of the Plan and subject to the vesting and other terms set forth herein and the terms and conditions of the Plan and the forms of Restricted Stock Unit Award Agreement, in the case of RSUs, and Performance-Based Restricted Stock Unit Award Agreement, in the case of PSUs, approved by the Compensation Committee under the Plan and provided to you at the applicable time of grant.

Except as provided below, the annual RSUs and PSUs to be awarded to you hereby will be granted on a date no later than March 15, 2023 (the "Grant Date"). Each grant and all vestings of RSUs and PSUs contemplated under this agreement are subject to your remaining in employment with Cognizant through the applicable Grant Date and the applicable vesting date (as applicable).

RSUs

Your targeted annual compensation in the form of RSUs (using the grant date fair value of awards) will be \$4,600,000 (the "RSU Target").

The actual number of RSUs granted will be determined based on the closing stock price on the applicable grant date. For example, if the closing stock price on the grant date is USD \$55 per share, and the value of the grant is USD \$4,600,000, then the number of RSUs granted will be 83,636 (USD \$4,600,000 / USD \$55).

The RSUs will vest quarterly over a period of 3 years (i.e.: over 12 quarters) beginning with the 1st of the month following the 3 month anniversary of the Grant Date, provided that you are employed by Cognizant as of each applicable vesting date.

In addition to the above Regular Annual Grant in Q1 2023, it is anticipated that a similar annual grant with a value of the RSU Target will be issued to you in future years starting Q1 2024 (though all vesting schedule determinations will ultimately be made by the Compensation Committee). In all case, these grants will vest in accordance with the terms of our then-current RSU grant program for senior management.

PSUs

Your targeted annual compensation in the form of PSUs (using the grant date fair value of awards) will be \$6,900,000 ("PSU Target"). Beginning in 2023 and subsequent years, and subject to your continued employment with Cognizant, you will receive an annual award of PSUs with a grant date fair value equal to the PSU Target, with such performance metrics and targets and vesting terms consistent with similarly situated executives (subject to any PSU program changes adopted by the Compensation Committee applicable to CTSC executives generally, including as to grant amount, award type, timing, performance goals, vesting or otherwise).

SIGNING BONUS: Subject to your commencing employment with Cognizant on January 12, 2023, in connection with this offer, you are eligible to receive a cash signing bonus of USD \$750,000, which will be paid to you in two equal installments. The first installment in the amount of \$375,000 shall be payable within 30 days of the start of your employment with Cognizant and the second installment in the amount of \$375,000 shall be payable within 30 days after the six month anniversary of the start of your employment with Cognizant. You must be actively employed by Cognizant and in good standing as of the payment date to receive payment. In the event that you resign your employment with Cognizant other than for Good Reason (as defined in the Executive Employment Agreement) or are involuntarily terminated for Cause (as defined in the Executive Employment Agreement) within 12 months of your start date, you agree to repay Cognizant the full amount of the signing bonus paid to you within 10 days following your termination date.

If your employment is terminated without Cause, you resign for Good Reason or you die or suffer a Disability (all terms as defined in the Executive Employment Agreement), you shall be paid any unpaid portion of the signing bonus as if you had remained employed, subject to the release of claims requirement set forth in the Executive Employment Agreement.

VACATION: You will be entitled to 25 days annually of personal leave (pro-rated for any partial year), plus normal CTS US holidays, subject to CTS US's applicable accrual and carry-over rules, as in effect for its executives from time to time.

BENEFITS: As a full-time, regular employee of CTS US, during your employment you will be eligible to participate in benefit plans and programs available generally to CTS US executives, subject to applicable terms and conditions, including without limitation vesting periods and eligibility requirements.

COMPLIANCE WITH COGNIZANT POLICIES: As an employee of CTS US, you will be expected to comply with Cognizant's personnel and other policies, including, but not limited to, Cognizant's policy requiring your ongoing compliance with the NDA, and Cognizant's policies prohibiting discrimination and unlawful harassment, conflicts of interest and violation of any applicable laws in the course of performing your job duties and responsibilities. You also agree to adhere to all confidentiality obligations of any previous employer, that you will not bring any confidential information from your prior employer to Cognizant or provide such confidential information to Cognizant, and that you will not use any such confidential information for any purpose in the course of your employment at Cognizant.

DEDUCTIONS AND WITHHOLDINGS: All components of your compensation and benefits will be subject to all applicable federal and state tax withholdings and deductions as required by law and any other deductions or withholdings as authorized by you.

GOVERNING LAW. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New Jersey without regard to its conflicts of law principles.

COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

OFFER ACCEPTANCE: If you accept this offer, and the conditions of this offer are satisfied, this letter, the Executive Employment Agreement and the NDA shall constitute the complete agreement between you, CTS US and CTSC with respect to the terms and conditions of your employment. Any representations, promises or agreements, whether written or oral, that are not expressly written in this letter or are contrary to or conflict with this letter, which may have been made to you by any person, are expressly replaced by this letter. The terms and conditions of your employment pursuant to this letter may not be changed except as otherwise expressly specified in this letter, the Executive Employment Agreement or the NDA.

We will be delighted to have you join us. If the foregoing is acceptable to you, please print, sign, date and scan all pages as one document and return to me. Please retain a copy for your records. Please be sure to complete pre-joining documents on our Welcome Center per the instructions that will be sent to you shortly.

We look forward to our opportunity to work together. Best regards and welcome,

/s/ Stephen Rohleder

Stephen Rohleder

Chair Elect of the Board of Directors

Cc: Becky Schmitt
Executive Vice President, Chief People Officer

John Kim
Executive Vice President, General Counsel and Chief Corporate Affairs Officer

I HEREBY REPRESENT AND WARRANT TO COGNIZANT THAT: (I) I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY AND THAT THE PERFORMANCE OF MY DUTIES AND RESPONSIBILITIES HEREUNDER WILL NOT VIOLATE ANY AGREEMENT BETWEEN ME AND ANY OTHER PERSON, FIRM, ORGANIZATION, OR OTHER ENTITY, (II) I AM NOT BOUND BY THE TERMS OF ANY AGREEMENT WITH ANY PREVIOUS EMPLOYER OR OTHER PARTY TO REFRAIN FROM COMPETING, DIRECTLY OR INDIRECTLY, WITH THE BUSINESS OF SUCH PREVIOUS EMPLOYER OR OTHER PARTY, IN ANY CASE, THAT WOULD BE VIOLATED BY MY ENTERING INTO THIS AGREEMENT AND/OR PROVIDING SERVICES TO COGNIZANT PURSUANT TO THE TERMS HEREOF, AND
(III) I HAVE READ, UNDERSTAND AND ACCEPT THE ABOVE OFFER OF EMPLOYMENT AND AGREE TO THE TERMS AND CONDITION SET FORTH ABOVE:

Ravi Kumar Singiseti

/s/ Ravi Kumar Singiseti

Signature

January 9, 2023

Date

Exhibit A

Form of Executive Employment and Non-Disclosure, Non-Competition, and Inventions Assignment Agreement

See subsequent pages.

(See Exhibit 10.2 to this Current Report on Form 8-K)

Certain information contained in this Exhibit has been excluded because it is both (1) not material and (2) of the type that the company treats as private or confidential. The redaction of such information is indicated by "[***]".

EXECUTIVE EMPLOYMENT AND NON-DISCLOSURE, NON-COMPETITION, AND INVENTION ASSIGNMENT AGREEMENT

This Executive Employment and Non-Disclosure, Non-Competition, and Invention Assignment Agreement (this "Agreement") is made effective as of the 12th day of January, 2023 (the "Effective Date") by and between Cognizant Technology Solutions Corporation, a Delaware corporation (the "Company" (where applicable, the definition of Company shall include the Company's subsidiaries and affiliates and any successors or assigns)), and Ravi Kumar Singiseti (also known as Ravi Kumar S. or Ravi Kumar) ("Employee").

WHEREAS, the Company desires to retain the services of Employee; and

WHEREAS, the Employee will serve as Chief Executive Officer of the Company and shall report directly to the Board; and

WHEREAS, the Company and the Employee are parties to an offer letter, dated January 9, 2023, setting forth certain terms and conditions of the Employee's appointment and service as Chief Executive Officer of, and employment by, the Company ("Offer Letter").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, the Company and Employee (individually a "Party" and together, the "Parties") agree as follows:

1. Definitions.

(a) "Annual Base Salary" shall mean Employee's annualized rate of base salary, as in effect immediately prior to Employee's Termination Date.

(b) "Board" shall mean the Board of Directors of Cognizant Technology Solutions Corporation.

(c) "Cause" shall mean (i) willful malfeasance or willful misconduct by the Employee in connection with his employment, (ii) continuing failure to perform such duties as are reasonably assigned by the Board, (iii) failure by the Employee to abide by material policies of the Company applicable to the Employee, including without limitation the Code of Ethics (as defined below), (iv) the commission by the Employee of (x) any felony or (y) any misdemeanor involving moral turpitude, (v) Employee engaging in any fraudulent act or act of embezzlement, (vi) any material breach by Employee of this Agreement or any other written agreement between Employee and the Company, (vii) Employee becoming insolvent or bankrupt, (viii) Employee becoming subject to an order disqualifying him from acting as a company director, or (ix) Employee breaching any fiduciary duty he owes to the Company.

(d) "Code" means the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder.

(e) "Disability" means Employee's total and permanent disability as determined in accordance with the Company's long-term disability policy, whether or not Employee is covered by such policy (or, if the Company has no long-term disability policy, then "Disability" means that Employee has become "disabled" within the meaning of Code Section 409A).

(f) “Good Reason” means, the occurrence of one or more of the following events or actions without Employee’s consent:

(i) A material diminution by the Company of Employee’s authority, duties or responsibilities (it being understood that a modification of duties inconsistent with Section 3(a) below shall not constitute Good Reason and that the failure of the Company’s shareholders to reelect Employee to the Board shall not constitute Good Reason);

(ii) A material diminution in Employee’s overall target compensation package, which is not otherwise caused by an overall policy by the Company to reduce senior employee compensation throughout the Company; or

(iii) A change, without Employee’s consent, in the principal place of work of the Employee to a location that is more than 50 miles from his primary work location as of the Effective Date, but only if such change occurs on or after a Change in Control.

(g) “Notice of Termination” means a written notice that (i) indicates the specific termination provision in this Agreement relied upon and (ii) briefly summarizes the facts and circumstances deemed to provide a basis for termination of Employee’s employment under the provision so indicated.

(h) “Termination Date” shall mean the last day of Employee’s employment with the Company.

(i) “Termination of Employment” shall mean the termination of Employee’s active employment relationship with the Company.

2. Employment. The Company hereby employs Employee, and Employee hereby accepts such employment, upon the terms and conditions set forth herein.

3. Duties.

(a) Position. From the Effective Date, Employee shall be employed as Chief Executive Officer of the Company and shall have the duties and responsibilities assigned by the Board upon initial hire and from time to time thereafter. Employee shall perform faithfully and diligently all duties assigned to Employee. The Board reserves the right to modify Employee’s position and duties at any time in its sole and absolute discretion, provided that the duties assigned are consistent with the position of a senior executive and that Employee continues to report to the Board or such other position of a similar or more senior level.

(b) Best Efforts/Full-time. To the maximum extent permitted by law, Employee agrees to devote Employee’s best efforts and entire business time and attention to the Company’s business during the term of Employee’s employment with the Company. Employee agrees that, during the term of Employee’s employment, except as otherwise approved in writing by the Board, which approval the Board may in its absolute discretion withhold, Employee will not, either directly or indirectly, or for himself/herself or through, on behalf of, or in conjunction with any person, persons or legal entity, operate, engage in, assist, or be employed by any business activity to or for the benefit of any person or entity other than the Company; provided that the foregoing is not intended to prevent an Employee from pursuing hobbies or participating in any other activity that is not to the detriment of the Company. Employee further acknowledges and agrees that Employee has access to the Company’s Core Values & Code of Ethics (the “Code of Ethics”) located at www.cognizant.com, and Employee has read and understands the Code of Ethics and shall abide by all the terms of said Code of Ethics, as may be amended from time to time, and said Code of Ethics shall be incorporated into this Agreement.

Employee will abide by all policies and decisions made by the Company and the Board, as well as all applicable federal, state and local laws, regulations or ordinances. Employee will act in the best interest of the Company at all times.

(c) Work Location. Employee's principal place of work shall initially be located in the New York, NY metropolitan area.

(d) Hours of work. The Employee agrees that he shall work normal business hours together with such additional hours as are necessary for the proper performance of his duties. The Employee has autonomous decision making powers. The duration of his working time is not measured or predetermined.

(e) Directorships. It is anticipated that, for so long as the employee serves as Chief Executive Officer of the Company, the Employee will serve as a director of Cognizant Technology Solutions Corporation. In addition, Employee may be required to act as a director of other entities that are part of the Company (either executive or non-executive) as the Board requires from time to time. The Board reserves the right on giving written notice to the Employee to terminate any office or directorship held by the Employee immediately at any time.

4. At-Will Employment. Employee's employment with the Company will be "at will," meaning it is for no specified term and may be terminated by Employee or the Company at any time, with or without Cause or advance notice, subject to the provisions of Section 9 below.

5. Compensation.

(a) Annual Base Salary. As compensation for Employee's performance of Employee's duties hereunder, the Company shall pay to Employee a base salary as set forth in the Offer Letter, payable in accordance with the normal payroll practices of the Company, less required deductions for state and federal withholding tax, social security and all other employment taxes and payroll deductions, which may be modified by the Compensation Committee of the Board. The Employee's base salary shall be inclusive of all and any director's fees to which the Employee may become entitled. In the event Employee's employment under this Agreement is terminated by the Board or the Employee, for any reason, Employee will earn the Annual Base Salary prorated to Employee's Termination Date.

(b) Incentive Compensation. Employee will be eligible to earn incentive compensation as determined by the Compensation Committee of the Board in accordance with the bonus plan(s) provided to Employee by the Company, in accordance with the terms and conditions of such plan(s).

(c) Equity Awards. Except as set forth herein, this Agreement does not modify or change Cognizant's commitments regarding restricted stock units and performance stock units ("Equity Awards") provided for in the Offer Letter.

6. Customary Fringe Benefits. Employee will be eligible for all customary and usual fringe benefits generally available to employees of the Company subject to the terms and conditions of the Company's benefit plan documents. The Company reserves the right to change or eliminate the fringe benefits on a prospective basis, at any time, effective upon notice to Employee.

7. Business Expenses. Employee will be reimbursed for all reasonable, out-of-pocket business expenses incurred in the performance of Employee's duties on behalf of the Company. To obtain reimbursement, expenses must be submitted promptly with appropriate supporting documentation in accordance with the Company's policies.

8. Company Access. Employee agrees and consents that, during the term of Employee's employment with the Company and thereafter, the Company may review, audit, intercept, access and disclose all messages created, received or sent over the electronic mail and internet access system provided by the Company with or without notice to Employee and that such review, audit, interception, access, or disclosure may occur during or after working hours. Employee further consents and agrees that the Company may, at any time, access and review the contents of all computers, computer disks, other data storage equipment and devices, files, desks, drawers, closets, cabinets and work stations that are either on the Company's premises or that are owned or provided by the Company.

9. Involuntary Termination of Employment.

(a) Not in Connection with a Change in Control. In the event that Employee's employment with the Company is involuntarily terminated by the Board for any reason other than Cause, death or Disability or in the event Employee resigns his employment for Good Reason pursuant to Section 10 and the Company's right to cure (as set forth in Section 10) has expired (an "Involuntary Termination"), and in either such case Section 9(b) does not apply, Employee shall be entitled to the payments and benefits described below, provided that Employee timely executes and does not revoke the Release (as defined in Section 13) and the Release becomes effective:

(i) Employee shall receive a cash payment equal to one (1) times Employee's Annual Base Salary, such amount to be paid in regular installments in accordance with the Company's normal payroll practices over a period of twelve (12) months following Employee's Termination Date, provided, that no such installments shall be paid prior to the later to occur of (A) the first regular Company payroll date occurring on or after the date on which the Release becoming effective and irrevocable and (B) solely if the period during which Employee may consider and revoke the Release spans two calendar years, the first regular Company payroll date occurring in the latter such calendar year (in either case, the "First Payroll Date"), with any installments otherwise payable prior to the First Payroll Date instead paid on the First Payroll Date (without interest thereon).

(ii) Employee shall receive a cash payment equal to one (1) times the amount of the Employee's target annual bonus for the performance year in which the Employee's Termination Date occurs, payable in a lump sum payment on the First Payroll Date.

(iii) The Company shall, for a period of eighteen (18) months following the Employee's Termination Date, pay the Employee each month an amount equal to the monthly COBRA medical insurance cost under the Company's group medical plan for Employee and, where applicable, Employee's spouse and eligible dependents; provided that Employee, and, where applicable, Employee's spouse and dependents, are eligible for and timely elect to receive COBRA healthcare continuation coverage and provided further that the payments specified under this Section 9(a)(iii) shall cease if the Company's statutory obligation to provide such COBRA healthcare continuation coverage terminates for any reason before the expiration of the eighteen (18)-month period. All Company payments under this Section 9(b)(iii) to the Employee can be used for any purpose and will be reported as taxable payments.

(iv) The portion of any outstanding Equity Awards that were subject to vesting solely upon continuous service with the Company and would have vested had Employee remained employed by the Company during the twelve (12) month period following Employee's Termination Date shall automatically become fully vested and exercisable, as applicable, as of the date on which the Release becomes effective and irrevocable (and for clarity, shall remain outstanding and eligible to vest on such date). Such Equity Awards shall continue to be

governed by and exercised, settled or paid in accordance with the terms of the applicable award agreement.

(v) With respect to any outstanding Equity Award that was subject to vesting in whole or in part based on achievement of performance objective(s), to the extent that the applicable performance period has expired on or before Employee's Termination Date, the performance objective(s) has/have been satisfied and the only condition to vesting that remains is continuous service until one or more future dates, the portion of such Equity Award that would have vested had Employee remained employed by the Company during the twelve (12) month period following Employee's Termination Date shall become fully vested and exercisable as of the date on which the Release becomes effective and irrevocable (and for clarity, shall remain outstanding and eligible to vest on such date). Such Equity Award shall continue to be governed by and exercised, settled or paid in accordance with the terms of the applicable award agreement.

(vi) Employee shall receive any amounts earned, accrued and owing but not yet paid to Employee as of Employee's Termination Date and any benefits accrued and earned in accordance with the terms of any applicable benefit plans and programs of the Company. The payment of amounts described in this Section 9(a)(vi) are not conditioned upon the Release becoming effective unless the applicable benefit plan or program provides otherwise.

(b) Coincident with or within One Year After a Change in Control. In the event that Employee suffers an Involuntary Termination that becomes effective coincident with, or within the twelve (12) month period immediately after, the first occurrence of a Change in Control following the date of this Agreement, Employee shall be entitled to the payments and benefits described below in this Section 9(b) in lieu of, and not in addition to, the payments and benefits described in Section 9(a); provided that Employee timely executes and does not revoke the Release (as defined in Section 13) and the Release first becomes effective:

(i) Employee shall receive a cash payment equal to two (2) times Employee's Annual Base Salary, such amount to be paid in regular installments in accordance with the Company's normal payroll practices over a period of twenty-four (24) months following Employee's Termination Date, provided, that no such installments shall be paid prior to the First Payroll Date, with any installments otherwise payable prior to the First Payroll Date instead paid on the First Payroll Date (without interest thereon).

(ii) Employee shall receive a cash payment equal to two (2) times the amount of the Employee's target annual bonus for the performance year in which the Employee's Termination Date occurs, payable in a lump sum payment on the First Payroll Date.

(iii) The Company shall, for a period of eighteen (18) months following the date of Employee's Termination of Employment, pay Employee each month an amount equal to the monthly COBRA medical insurance cost under the Company's group medical plan for Employee and, where applicable, Employee's spouse and eligible dependents; provided that Employee, and, where applicable, Employee's spouse and dependents, are eligible for and timely elect to receive COBRA healthcare continuation coverage and provided further that the payments specified under this Section 9(b)(iii) shall cease if the Company's statutory obligation to provide such COBRA healthcare continuation coverage terminates for any reason before the expiration of the eighteen (18)-month period. All Company payments under this Section 9(a)(iii) to the Employee can be used for any purpose and will be reported as taxable payments.

(iv) The portion of any outstanding Equity Awards that were subject to vesting solely upon continuous service with the Company shall automatically become fully vested and exercisable, as applicable, as of the date on which the Release becomes effective and irrevocable (and for clarity, shall remain outstanding and eligible to vest on such date). Such

vested Equity Awards shall continue to be governed by and exercised, settled or paid in accordance with the terms of the applicable award agreement.

(v) Outstanding Equity Awards the vesting of which is conditioned, in whole or in part, upon the achievement of performance objectives shall become vested and exercisable as follows:

(A) To the extent that the applicable performance period has expired on or before Employee's Termination Date, the performance objective(s) has/have been satisfied and the only condition to vesting that remains is continuous service until one or more future dates, such Equity Award shall become fully vested and exercisable as of the date on which the Release becomes effective and irrevocable (and for clarity, shall remain outstanding and eligible to vest on such date).

(B) To the extent that the applicable performance period has not expired on or before Employee's Termination Date, the Company shall pro-rate the performance objective(s) for the portion of the performance period that has transpired up to the date of closing of the Change in Control, make a good faith determination of the level of achievement of such pro-rated performance objective as of such closing date, and treat as fully vested and exercisable a proportionate amount of such Equity Award that corresponds with the level of achievement of the pro-rated performance objective, disregarding any future service conditions that otherwise would apply to such Equity Award.

(vi) Employee shall receive any amounts earned, accrued and owing but not yet paid to Employee as of Employee's Termination Date and any benefits accrued and earned in accordance with the terms of any applicable benefit plans and programs of the Company. The payment of amounts described in this Section 9(b)(vi) are not conditioned upon the Release becoming effective unless the applicable benefit plan or program provides otherwise.

(c) Notice of Termination. Any termination on account of this Section 9 shall be communicated by a Notice of Termination to the other Party hereto given in accordance with Section 26 hereof.

(d) Definition of Change in Control. For purposes of this Agreement, the term "Change in Control" shall have the meaning set forth in the Company's 2017 Incentive Award Plan, as amended from time to time or any successor plan in effect as of Employee's Termination Date.

10. Resignation for Good Reason. If Employee provides notice of his intent to terminate for Good Reason, then, subject to the expiration of the cure period and Employee's actual termination as described below, such resignation shall be deemed an Involuntary Termination for purposes of this Agreement and Employee shall be entitled to the payments and benefits described in Section 9 subject to the requirements set forth in this Agreement, including Section 13. Employee must provide written notice to the Board of his intent to terminate his employment for Good Reason within thirty (30) days of the action or omission giving rise to such claim of Good Reason. Thereafter, the Company shall have a period of thirty (30) days within which it may correct the event or action that constitutes the grounds for Good Reason as set forth in Employee's notice of termination. If the Company does not correct the event or action prior to the expiration of the foregoing cure period, Employee must terminate his employment for Good Reason within thirty (30) days after the expiration of the cure period, in order for the termination to be considered a Good Reason termination under this Agreement.

11. Termination Due to Death. If Employee's employment with the Company is terminated due to death, Employee shall be entitled to the payments and benefits described below, provided that Employee's estate timely executes and does not revoke the Release (as defined in Section 13) and the Release first becomes effective:

(a) Employee shall receive a cash payment equal to (1) times the amount of the Employee's target annual bonus for the performance year in which the Employee's Termination Date occurs, pro-rated based on the portion of such year that has elapsed as of Employee's Termination Date, payable on the First Payroll Date.

(b) The portion of any outstanding Equity Awards that were subject to vesting solely upon continuous service with the Company shall automatically become fully vested and exercisable, as applicable, as of the date on which the Release becomes effective and irrevocable (and for clarity, shall remain outstanding and eligible to vest on such date). Such vested Equity Awards shall continue to be governed by and exercised, settled or paid in accordance with the terms of the applicable award agreement.

(c) Outstanding Equity Awards the vesting of which is conditioned, in whole or in part, upon the achievement of performance objectives shall become vested and exercisable as follows:

(i) To the extent that the applicable performance period has expired on or before Employee's Termination Date, the performance objective(s) has/have been satisfied and the only condition to vesting that remains is continuous service until one or more future dates, such Equity Award shall become fully vested and exercisable as of the date on which the Release becomes effective and irrevocable (and for clarity, shall remain outstanding and eligible to vest on such date).

(ii) To the extent that the applicable performance period has not expired on or before Employee's Termination Date, the Company shall pro-rate the performance objective(s) for the portion of the performance period that has transpired up to Employee's Termination Date, make a good faith determination of the level of achievement of such pro-rated performance objective as of such Termination Date, and treat as fully vested and exercisable a proportionate amount of such Equity Award that corresponds with the level of achievement of the pro-rated performance objective, disregarding any future service conditions that otherwise would apply to such Equity Award.

(d) Employee shall receive any amounts earned, accrued and owing but not yet paid to Employee as of Employee's Termination Date and any benefits accrued and earned in accordance with the terms of any applicable benefit plans and programs of the Company. The payment of amounts described in this Section 11(d) are not conditioned upon the Release becoming effective unless the applicable benefit plan or program provides otherwise.

12. Termination Due to Disability or For Cause; Resignation without Good Reason. If Employee's employment with the Company is terminated by the Board due to Disability or for Cause, or due to Employee's resignation other than for Good Reason, Employee shall receive any amounts earned, accrued and owing but not yet paid to Employee as of Employee's Termination Date and any benefits accrued and earned in accordance with the terms of any applicable benefit plans and programs of the Company; all other Company obligations to Employee will be extinguished as of the Termination Date.

13. Release. Notwithstanding the foregoing, no payments or benefits shall be provided under Sections 9, 10 and 11, as applicable (except for those payments that are owed pursuant to applicable law and/or are specifically not conditioned upon the execution of a release

by Employee or Employee's estate, as applicable), unless Employee or his estate, if applicable, executes, and does not revoke, the Company's then standard written general release (the "Release") of any and all claims against the Company and all related parties with respect to all matters arising out of Employee's employment by the Company (other than any entitlements under the terms of this Agreement or under any other plans or programs of the Company in which Employee participated and under which Employee has accrued and earned a benefit) or the termination thereof. The Company will provide Employee with the form of release agreement within seven days after Employee's separation from service. To be entitled to any severance or other benefits (other than payments of accrued compensation that are explicitly excluded from applicable Release requirements), Employee must execute and deliver to the Company the release agreement on or before the last day of the minimum required waiver consideration period provided under the Age Discrimination in Employment Act or other applicable law or such later date specified in the release agreement. If Employee timely delivers an executed release agreement to the Company, and Employee does not revoke the release agreement during the minimum revocation period required under applicable law, if any, the severance or other benefits shall be paid or commence being paid, as specified in this Agreement, subject to any delay required pursuant to Section 32(b) of this Agreement. Consistent with section 409A of the Code, Employee may not, directly or indirectly, designate the calendar year of any payment. Nothing in this Section 13 shall be construed to alter the terms of this Agreement that condition Employee's entitlement to any severance or other benefits upon Employee's compliance with the restrictive covenants and any other terms and conditions specified in this Agreement.

14. Other Payments. Any payments and benefits that become due under Sections 9, 10 and 11 hereof shall be in addition to (but not in duplication of) and not in lieu of any payments and benefits due to Employee under any other plan, policy or program of the Company, except that Employee shall not be entitled to any payments or benefits under any other Company severance pay plan or policies (other than severance expressly contemplated by this Agreement).

15. No Mitigation. Employee shall not be required to mitigate the amount of any payment or benefit provided for in this Agreement by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for herein be reduced by any compensation earned by other employment or otherwise; provided, however, that any obligation of the Company to make the payments described in Sections 9(a)(iii) and 9(b)(iii) shall cease upon Employee becoming covered under a healthcare plan of another employer.

16. Non-Exclusivity of Rights. Except as provided in Section 14, nothing in this Agreement shall prevent or limit Employee's future participation in or rights under any benefit, bonus, incentive or other plan or program provided by the Company or any of its subsidiaries or affiliates and for which Employee may qualify.

17. No Set-Off. Other than with respect to the Recoupment Policy (as hereinafter defined), the Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right that the Company may have against Employee or others.

18. Taxes.

(a) All payments under this Agreement shall be made subject to applicable tax withholding, and the Company shall withhold from any payments under this Agreement all federal, state and local taxes as the Company is required to withhold pursuant to any law or governmental rule or regulation. Employee shall bear all expense of, and be solely responsible

for, all federal, state, local or foreign taxes due from Employee with respect to any payment received under this Agreement, including, without limitation, any excise tax imposed by Section 4999 of the Code.

(b) If the payments and benefits received or to be received by Employee in connection with a Change in Control or the termination of Employee's employment (whether payable pursuant to the terms of this Agreement ("Contract Payments") or any other plan, arrangement or agreement with the Company or any affiliate (collectively with the Contract Payments, the "Total Payments"), would constitute a "parachute payment" under Section 280G of the Code, then the Total Payments shall be reduced, in the manner set forth below, by the minimum amount necessary to result in no portion of the Total Payments being non-deductible to the Company pursuant to Section 280G of the Code or subject to the excise tax imposed under Section 4999 of the Code.

(c) All determinations required to be made under this Section 18, including whether a reduction in Total Payments is required, the amount of any such reduction and the assumptions to be utilized in arriving at such determination, shall be made by an accounting or law firm of recognized standing reasonably selected by the Company (the "Firm"), which may be, but will not be required to be, the Company's independent auditors. The Firm shall submit its determination and detailed supporting calculations to both Employee and the Company within fifteen (15) days after receipt of a notice from either the Company or Employee that Employee may receive payments that may be "parachute payments." If the Firm determines that a reduction is required by this Section 18, the Contract Payments consisting of cash severance shall be reduced to the extent necessary so that no portion of the Total Payments shall be subject to the excise tax imposed by section 4999 of the Code, and the Company shall pay such reduced amount to Employee in accordance with the terms of this Agreement. If additional Contract Payments must be reduced pursuant to this Section 18 after the cash severance has been reduced to zero, the Contract Payments allocable to performance-vested Equity Awards shall next be reduced, followed by the Contract Payments allocable to time-vested Equity Awards, to the extent necessary to satisfy the requirements of this Section 18.

(d) Employee and the Company shall each provide the Firm access to and copies of any books, records, and documents in the possession of Employee or the Company, as the case may be, reasonably requested by the Firm, and otherwise cooperate with the Firm in connection with the preparation and issuance of the determinations and calculations contemplated by this Section 18. The fees and expenses of the Firm for its services in connection with the determinations and calculations contemplated by this Section 18 shall be borne by the Company.

19. Confidential Information. Employee agrees that Employee's services to the Company will be of a special, unique and extraordinary character, and that Employee's position places Employee in a position of confidence and trust with the Company's customers and employees. Employee also recognizes that Employee's position with the Company will give Employee substantial access to Confidential Information (as defined below), the disclosure of which to competitors of the Company would cause the Company to suffer substantial and irreparable damage. Employee recognizes, therefore, that it is in the Company's legitimate business interest to restrict Employee's use of Confidential Information for any purposes other than the discharge of Employee's employment duties at the Company, and to limit any potential appropriation of Confidential Information by Employee for the benefit of the Company's competitors and to the detriment of the Company. Accordingly, Employee agrees as follows:

(a) Employee will not at any time, whether during or after the termination of Employee's employment, reveal, or allow to be revealed, to any person or entity any of the trade secrets or confidential information of the Company or of any third party that the Company is

under an obligation to keep confidential (including but not limited to trade secrets or confidential information respecting inventions, products, designs, methods, know-how, techniques, systems, processes, software programs, works of authorship, customer lists, projects, plans and proposals) or any information which is identified or treated by the Company or any of the Company's clients or customers as confidential or which by reason of its character or the circumstances or manner of its disclosure is evidently confidential ("Confidential Information"), except as may be required in the ordinary course of performing Employee's duties as an employee of the Company, and Employee shall keep secret all matters entrusted to Employee and shall not use, or allow to be used, or attempt to use any such information in any manner that may injure or cause loss or may be calculated to injure or cause loss whether directly or indirectly to the Company. By way of example and not limitation, Confidential Information also includes any and all information, whether or not meeting the legal definition of a trade secret, concerning the Company's actual, planned or contemplated: (i) marketing plans, business plans, strategies, forecasts, budgets, projections and costs; (ii) personnel information; (iii) customer, vendor and supplier lists; (iv) customer, vendor and supplier needs, transaction histories, contacts, volumes, characteristics, agreements and prices; (v) promotions, operations, sales, marketing, and research and development; (vi) business operations, internal structures and financial affairs; (vii) software and operating systems and procedures; (viii) pricing structure of the Company's services and products; (ix) proposed services and products; (x) contracts with other parties; (xi) performance characteristics of the Company's products; and (xii) Inventions and Works (each as defined in Section 20). Confidential Information also includes any and all information of Company's employees, clients and customers that is deemed confidential by such employees (including their personal information and terms of employment), clients and customers (whether past, present or potential), including, but not limited to: marketing tools, inventions, processes, contact lists, materials, software program code, logic diagrams, flow charts, procedural diagrams, computer programming techniques and know how, maps and any documentation related thereto.

(b) The above restrictions shall not apply to: (i) information that at the time of disclosure is in the public domain through no fault of Employee; (ii) information received from a third party outside of the Company that was publicly disclosed without a breach of any confidentiality obligation; or (iii) information approved for release by written authorization of the Board. In addition, in the event that Employee is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, it is agreed that Employee will provide the Board with prompt notice of such request(s) so that the Company may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or the Company grants a waiver hereunder, Employee may furnish that portion (and only that portion) of the Confidential Information that Employee is legally compelled to disclose and will exercise its reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

(c) Further, Employee agrees that during Employee's employment Employee shall not take, use or permit to be used any notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data, documentation or other materials of any nature relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs otherwise than for the benefit of the Company. Employee further agrees that Employee shall not, after the termination of Employee's employment, use or permit to be used any such notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data, documentation or other materials, it being agreed that all of the foregoing shall be and remain the sole and exclusive property of the Company and that, immediately upon the termination of Employee's employment, Employee shall deliver all of the foregoing plus any other Confidential Information, and all copies thereof, to the Company, at its main office.

(d) Employee agrees that upon the termination of Employee's employment with the Company, Employee will not take or retain without written authorization any documents, files or other property of the Company, and Employee will return promptly to the Company any such documents, files or property in Employee's possession or custody, including any copies thereof maintained in any medium or format. Employee recognizes that all documents, files and property that Employee has received and will receive from the Company, including but not limited to scientific research, customer lists, handbooks, memoranda, product specifications, and other materials (with the exception of documents relating to benefits to which Employee might be entitled following the termination of Employee's employment with the Company), are for the exclusive use of the Company and employees who are discharging their responsibilities on behalf of the Company, and that Employee has no claim or right to the continued use, possession or custody of such documents, files or property following the termination of Employee's employment with the Company.

(e) Employee acknowledges that the Company has provided Employee with the following notice of immunity rights in compliance with the requirements of the Defend Trade Secrets Act of 2016: (i) Employee shall not be held criminally or civilly liable under any U.S. federal or state trade secret law for the disclosure of Confidential Information that is made in confidence to a U.S. federal, state or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; (ii) Employee shall not be held criminally or civilly liable under any U.S. federal or state trade secret law for the disclosure of Confidential Information that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (iii) if Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose the Confidential Information to Employee's attorney and use the Confidential Information in the court proceeding, if Employee files any document containing the Confidential Information under seal, and does not disclose the Confidential Information, except pursuant to court order. However, under no circumstance will Employee be authorized to disclose any information covered by attorney-client privilege or attorney work product of the Company without prior written consent of the Chairman of the Board or other director or officer of the Company designated by the Board. Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be interpreted so as to impede Employee (or any other individual) from reporting possible violations of U.S. federal law or regulation to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the U.S. Congress, and any agency Inspector General of the U.S. government, or making other disclosures under the whistleblower provisions of U.S. federal law or regulation. Employee does not need the prior authorization of the Company to make any such reports or disclosures and Employee shall not be required to notify the Company that such reports or disclosures have been made.

20. Intellectual Property.

(a) Employee agrees to disclose fully, promptly, and in writing to the Company any and all Inventions and Works (each as defined below) that are conceived, made, reduced to practice, developed, authored, created, drawn or written at any time while Employee is employed by the Company and for a period of six (6) months thereafter. Employee will generate and provide to the Company adequate and current written records of all Inventions and Works in the form of notes, sketches, drawings, reports, flow charts, procedural diagrams, logic diagrams, software program code, procedural diagrams, computer programming techniques or other documents relating thereto or in such other form as will be requested by the Company, which records and any copies thereof will be and will remain the exclusive property of the Company and will be available to the Company at all times, along with all available information relating thereto (with all necessary plans and models) to the Company.

(b) The Company and Employee agree that “Inventions,” is defined in this Agreement to include any and all new or useful ideas, developments, discoveries, improvements, designs, formulas, modifications, trademarks, service marks, trade secrets, and other intellectual property, whether patentable or not (including without limitation any technology, computer programs, software, software program code, logic diagrams, flow charts, procedural diagrams, computer programming techniques, test, concept, idea, process, method, composition of matter, formula or technique), and all know-how related thereto, that Employee conceives, makes, reduces to practice, or develops, solely or jointly with others (i) that relate to the actual or contemplated business, work or activities of the Company, (ii) that result from or are suggested by any work which Employee may do on behalf of the Company, or by any information that Employee may receive by virtue of Employee’s employment by the Company, or (iii) that are developed, tested, improved or investigated either in part or entirely on time for which Employee was paid by the Company, or with the use of premises, equipment or property provided, owned, leased, or contracted for by or on behalf of the Company.

(c) The Company and Employee agree that “Works” is defined in this Agreement to include any and all materials for which copyright protection may be obtained, including without limitation literary works (including books, pamphlets, articles and other writings), mask works, artistic works (including designs, graphs, drawings, blueprints and other graphic works), computer programs, software program code, logic diagrams, flow charts, procedural diagrams, computer programming, compilations, recordings, photographs, motion pictures and other audio-visual works that Employee authors, conceives, creates, draws, makes, or writes, solely or jointly with others (i) that relate to the actual or contemplated business, work or activities of the Company, (ii) that result from or are suggested by any work which Employee has done or may do on behalf of the Company, or by any information that Employee may receive by virtue of Employee’s employment by the Company, or (iii) that are developed, tested, improved or investigated either in part or entirely on time for which Employee was paid by the Company, or with the use of premises, equipment or property provided, owned, leased, or contracted for, by, or on behalf of the Company.

(d) Employee agrees to assign, transfer and convey, and hereby assigns, transfers and conveys to the Company all of the rights, titles and interests in and to any and all such Inventions and Works that Employee may acquire in such Inventions or Works that are conceived, made, reduced to practice, developed, authored, created, drawn or written at any time while Employee is employed by the Company and for a period of six (6) months thereafter. Employee agrees that the Company will be the sole owner of all patents, copyrights, trademarks and other intellectual property rights in connection therewith, and agrees to take all such actions as may be requested by the Company during Employee’s employment with the Company and at any time thereafter, with respect to any such Inventions or Works to confirm or evidence such assignment, transfer, conveyance or ownership, and to assist in the Company’s maintenance, enforcement, license, assignment, transfer, or conveyance of rights in respect of the Inventions or Works.

(e) By way of example and not limitation, at any time and from time to time, upon the request of the Company, Employee agrees to execute, acknowledge, swear to, seal and deliver to the Company, any and all lawful instruments, documents and papers, give evidence and do any and all other lawful acts that, in the opinion of the Company, are or may be necessary or desirable to document such assignment, transfer and conveyance or to enable the Company to file and prosecute applications for and to acquire, maintain and enforce any and all patents, trademarks, copyrights and other property rights under United States, local, state or foreign law with respect to any such Inventions or Works or to obtain any extension, validation, reissue, continuance or renewal of any such patent, trademark, copyright, or other intellectual property right. By way of further example and not limitation, Employee agrees to meet with the Company representatives or attorneys for the purpose of initiating, maintaining or defending litigation,

administrative or other proceedings; and to participate fully in litigation, administrative or other proceedings as requested by the Company. In the event that the Company may be unable, for any reason whatsoever, after reasonable effort, to secure Employee's signature on any patent, copyright, trademark or other intellectual property application or other papers, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Employee's agent and attorney-in-fact to act for and on behalf of Employee to execute, acknowledge, swear to, seal and deliver to the Company and to file any such application or applications or other papers, and to do all other lawfully permitted acts to further the provisions of this Section 20 of this Agreement.

(f) The Company agrees to reimburse Employee for reasonable expenses incurred by Employee in complying with the provisions of Sections 20(d) and 20(e) of this Agreement. The Company and Employee agree that Employee is not entitled to additional compensation beyond that paid to Employee for the period of time that he is employed by the Company, which compensation, along with the Company's understandings set forth in this Agreement, is expressly acknowledged to be adequate consideration for all of the Employee promises and obligations set forth in this Agreement.

(g) Employee expressly acknowledges and states that all Works that are made by Employee (solely or jointly with others) are being created at the instance of the Company and are "works made for hire," as that term is defined in the Copyright Act of 1976, 17 USC § 101. In the event that such laws are inapplicable or in the event that any such Works, or any part thereof, are determined by a court of competent jurisdiction not to be a work made for hire, this Agreement will operate as an irrevocable and unconditional assignment by Employee to the Company of all Employee's right, title and interest (including, without limitation, all rights in and to the copyrights throughout the world, including the right to prepare derivative works and the rights to all renewals and extensions) in the Works in perpetuity.

(h) Employee represents that Attachment A to this Agreement describes all inventions and works, whether patentable or not, that have been conceived, made, reduced to practice, developed, authored, created, drawn or written prior to Employee's employment by the Company; *provided, however*, that, Employee has not disclosed in Attachment A information that is a trade secret belonging to another, or that is the subject of a contract preventing Employee's disclosure of the information to the Company.

21. Non-Competition and Non-Solicitation. In further consideration of the compensation to be paid to Employee hereunder, Employee acknowledges that during the course of Employee's employment with the Company, the Company will provide Employee Confidential Information, which Employee promises to not disclose. Further, Employee will become and/or remain familiar with the Company's trade secrets and with other Confidential Information concerning the Company and that Employee's services shall be of special, unique and extraordinary value to the Company, and therefore, the Employee agrees that some restrictions on Employee's activities during and after Employee's employment are necessary to protect the goodwill, Confidential Information and other legitimate interests of the Company:

(a) During the period of Employee's employment by the Company and, if Employee's employment with the Company terminates for any reason, for a period of one (1) year thereafter ("Covenant Period"), except with the written consent of the Board, Employee shall not directly or indirectly, own, control, finance or participate in the ownership, control or financing of, or be employed by or provide services to, any Competitor. For the purposes of this Agreement, a "Competitor" is defined as a person, business or enterprise (including divisions of persons, businesses and enterprises) that directly or indirectly engages in services of the type conducted, authorized, offered or provided by the Company (the "Restricted Business") in the Territory. Without limiting the foregoing, for purposes of this Agreement, each entity listed on Attachment B

(which shall include any successor or successors, whether direct or indirect, by purchase, merger, consolidation or otherwise, to all or substantially all of the business and/or assets of any entity listed on Attachment B), as shall be modified from time to time by the Company upon written notice to Employee, shall constitute a "Competitor." For purposes of this Agreement, "Territory" is defined as the territory or territories within which Employee actually worked, or in respect of which Employee was involved in providing services, during the twelve (12) month period prior to Employee's Termination Date. Notwithstanding the foregoing, nothing herein shall prevent Employee from providing services to, or being employed by, or owning, controlling, financing or participating in the ownership, control or financing of, any diversified entity or other person (other than the entities listed on Attachment B) that is engaged in the Restricted Business, so long as (i) the Restricted Business does not constitute greater than 25% of the aggregate revenue of such diversified entity or other person and (ii) Employee is not employed within and does not have involvement with business development or business strategy with respect to the Restricted Business. In further consideration for the Company's promises herein, Employee agrees that during the Covenant Period, Employee will not directly or indirectly (i) solicit, entice, induce, cause, encourage or recruit any part-time or full-time employee, representative, consultant, customer, subscriber or supplier of the Company or its subsidiaries or affiliates to work for, provide services to or do business with a third party other than the Company or its subsidiaries or affiliates or engage in any activity that would cause any employee, representative, consultant, customer, subscriber or supplier to violate any agreement with the Company or its subsidiaries or affiliates or otherwise terminate or change its relationship with the Company or its subsidiaries or affiliates or (ii) hire any current or former part-time or full-time employee, representative or consultant of the Company or its Affiliates who was employed or engaged by the Company or its subsidiaries or affiliates at any time during the twelve (12) month period prior to Employee's Termination Date or who thereafter becomes employed or engaged by the Company or its subsidiaries or affiliates.

(b) The foregoing restrictions shall not be construed to prohibit Employee's ownership of less than one percent (1%) of any class of securities of any corporation that is engaged in any of the foregoing businesses and has a class of securities registered pursuant to the Securities Exchange Act of 1934, as amended, provided that such ownership represents a passive investment and that neither Employee nor any group of persons including Employee in any way, either directly or indirectly, manages or exercises control of any such corporation, guarantees any of its financial obligations, otherwise takes any part in its business, other than exercising Employee's rights as a stockholder, or seeks to do any of the foregoing.

22. Employee Representations.

(a) Employee represents and warrants that this Agreement and his employment by the Company does not conflict with and will not be constrained by any prior business relationship or contract, that Employee does not possess trade secrets or other proprietary information arising out of any prior business relationship or contract that, in Employee's best judgment would be utilized in connection with Employee's employment with the Company. Employee further agrees that he will not disclose any such trade secrets or other proprietary information to the Company or others.

(b) Employee represents and warrants that (i) before signing this Agreement, he has read this Agreement and is entering into this Agreement freely and with knowledge of its contents with the intent to be bound by it and the restrictions contained herein; (ii) Employee has been advised by the Company to consult Employee's own legal counsel in respect of this Agreement, and Employee has had full opportunity, prior to execution of this Agreement, to review thoroughly this Agreement with Employee's counsel; (iii) the restrictions imposed on Employee by this Agreement are fair, reasonable and proper and required for the protection of the Company's business interests, particularly its investments in Employee (*e.g.*, Employee's job

knowledge and skills), its Confidential Information, as well as the goodwill developed, and its business relationships, with its clients, customers and prospective clients and customers; (iv) the Company would not have entered into this Agreement in the absence of such restrictions, and that any violation of any provision of Sections 19, 20 or 21 hereof will result in irreparable injury to the Company; and (v) the restrictions imposed on Employee by this Agreement, particularly, the post-termination restrictions, shall not preclude Employee from earning a living or engaging in Employee's profession or trade, or pursuing a career or a business, in each case at the same general level of economic benefit as is currently the case.

23. Consequences of Breach of Covenants; Equitable Relief.

(a) Employee agrees that the Company shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of Sections 19, 20, and 21 hereof, which rights shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled. The period of the injunction shall be measured from the date of a court order granting the injunctive relief. In the event that any of the provisions of Sections 19, 20, and 21 hereof should ever be adjudicated to exceed the time, geographic, service, or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, service, or other limitations permitted by applicable law.

(b) Notwithstanding anything to the contrary herein, Employee acknowledges and agrees that the severance payments and benefits provided herein are being provided by the Company to Employee, among other things, as additional consideration and solely for Employee's agreement with and adherence to the post-employment restrictive covenants in Section 21 (a)-(c) and Employee's other promises, covenants, commitments and obligations in this Agreement (including the releases granted in Section 13), the adequacy and sufficiency of which Employee expressly acknowledges. Employee agrees that should the Company, in its sole discretion, deem Employee to be in violation of any provision(s) in said Section 21 (a)-(c), the Company may immediately cease payment of all or any portion of the severance payments and benefits provided hereunder. Employee acknowledges that the severance payments and benefits provided for herein are in addition to anything of value to which Employee was already entitled.

(c) Employee irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of Section 19, 20, and 21 hereof, including without limitation, any action commenced by the Company for preliminary and permanent injunctive relief or other equitable relief, may be brought in the United States District Court for the District of New Jersey, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in New Jersey, (ii) consents to the non-exclusive jurisdiction of any such court in any such suit, action or proceeding, and (iii) waives any objection that Employee may have to the laying of venue of any such suit, action or proceeding in any such court. Employee also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers in a manner permitted by the notice provisions of Section 26 hereof.

24. Term of Agreement. This Agreement shall continue in full force and effect for the duration of Employee's employment with the Company; provided, however, that after the termination of Employee's employment during the term of this Agreement, this Agreement shall remain in effect until all of the obligations of the Parties hereunder are satisfied or have expired.

25. Successor Company. The Company shall require any successor or successors (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by agreement in form and substance satisfactory to Employee, to acknowledge expressly that this Agreement is binding

upon and enforceable against the Company in accordance with the terms hereof, and to become jointly and severally obligated with the Company to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession or successions had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Agreement. As used in this Agreement, the Company shall mean the Company as hereinbefore defined and any such successor or successors to its business and/or assets, jointly and severally.

26. Notice. All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be delivered personally or mailed by registered or certified mail, return receipt requested, or by overnight express courier service, as follows:

If to the Company, to:

Cognizant Technology Solutions Corporation
300 Frank W. Burr Blvd.
Suite 36, 6th Floor
Teaneck, NJ 07666
Attn: General Counsel

If to Employee, to:

Ravi Kumar
[***]
[***]

or to such other names or addresses as the Company or Employee, as the case may be, shall designate by notice to the other Parties hereto in the manner specified in this Section; provided, however, that if no such notice is given by the Company following a change in control, notice at the last address of the Company or to any successor pursuant to this Section 26 shall be deemed sufficient for the purposes hereof. Any such notice shall be deemed delivered and effective when received in the case of personal delivery, five days after deposit, postage prepaid, with the U.S. Postal Service in the case of registered or certified mail, or on the next business day in the case of overnight express courier service.

27. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of New Jersey without giving effect to any conflict of laws provisions.

28. Contents of Agreement, Amendment and Assignment.

(a) This Agreement, including the Code of Ethics, supersedes all prior agreements with respect to the subject matter hereof, sets forth the entire understanding between the Parties hereto with respect to the subject matter hereof and cannot be changed, modified, extended or terminated except upon written amendment executed by Employee and executed on the Company's behalf by a duly authorized officer, except for revisions or additions to Attachment B, which may be unilaterally modified by the Company upon written notice to Employee; provided, however, that this Agreement, except as expressly set forth in Section 9, does not supersede, modify or change the Offer Letter. The provisions of this Agreement may provide for payments to Employee under certain compensation or bonus plans under circumstances where such plans would not provide for payment thereof. It is the specific intention of the Parties that the provisions of this Agreement shall supersede any provisions to the contrary in such plans, and such plans shall be deemed to have been amended to correspond with this Agreement without further action by the Company, the Company's Board of Directors

or the Board unless such amendment would contravene the provisions of section 409A of the Code and result in the imposition of additional taxes under section 409A of the Code upon Employee.

(b) Nothing in this Agreement shall be construed as giving Employee any right to be retained in the employ of the Company, or as changing or modifying the “at will” nature of Employee’s employment status.

(c) All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, representatives, successors and assigns of the Parties hereto, except that the duties and responsibilities of Employee and the Company hereunder shall not be assignable in whole or in part by the Company. If Employee should die after Employee’s Termination Date and while any amount payable hereunder would still be payable to Employee hereunder if Employee had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Employee’s devisees, legatees or other designees or, if there is no such designee, to Employee’s estate.

29. Severability. If any provision of this Agreement is declared illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction, such provision shall be reformed, if possible, to the extent necessary to render it legal, valid, and enforceable, or otherwise deleted, and the remainder of the terms of this Agreement shall not be affected except to the extent necessary to reform or delete such illegal, invalid, or unenforceable provision.

30. Remedies Cumulative; No Waiver. No right conferred upon the Parties by this Agreement is intended to be exclusive of any other right or remedy, and each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission by a Party in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof.

31. Miscellaneous. All section headings are for convenience only. This Agreement may be executed in several counterparts, each of which is an original. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

32. Section 409A.

(a) Interpretation. This Agreement is intended to comply with the requirements of Section 409A of the Code and/or one or more available exemptions therefrom, and shall in all respects be administered and construed in accordance with Section 409A of the Code or such available exemption(s). If any payment or benefit hereunder cannot be provided or made at the time specified herein without incurring taxes on Employee under or by operation of Section 409A of the Code, then such payment or benefit shall be provided in full at the earliest time thereafter when such taxes will not be imposed. For purposes of Section 409A of the Code, all payments to be made upon a Termination of Employment under this Agreement may only be made upon a “separation from service” (within the meaning of such term under Section 409A of the Code), each payment made under this Agreement shall be treated as a separate payment, the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments, and if a payment is not made by the designated payment date under this Agreement, the payment shall be made by December 31 of the calendar year in which the designated date occurs. To the extent that any payment provided for hereunder would be subject to additional tax under Section 409A of the Code, or would cause the administration of this Agreement to fail to satisfy the requirements of Section 409A of the Code, such provision shall

be deemed null and void to the extent permitted by applicable law, and, to the extent applicable, any such amount shall be payable in accordance with Section 32(b). In no event shall the Employee, directly or indirectly, designate the calendar year of payment. Nothing herein shall be construed as having modified the time and form of payment of any amounts or payments of “deferred compensation” (as defined under Treas. Reg. Section 1.409A-1(b)(1), after giving effect to the exemptions in Treas. Reg. Sections 1.409A-1(b)(3) through (b)(12)) that were otherwise payable pursuant to the terms of any agreement between the Company and Employee in effect on or after January 1, 2005 and prior to the date of this Agreement.

(b) Payment Delay. Notwithstanding anything herein to the contrary, if it is necessary to postpone the commencement of any payments or benefits otherwise payable under this Agreement as a result of Employee’s “separation from service” with the Company to prevent the imposition of any accelerated or additional tax under Section 409A of the Code, then the Company will postpone the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to Employee) that are not otherwise paid within the “short-term deferral exception” under Treas. Reg. Section 1.409A-1(b)(4) and the “separation pay exception” under Treas. Reg. Section 1.409A-1(b)(9) (iii), until the first payroll date that occurs after the date that is six months following Employee’s “separation of service” with the Company. If any payments are postponed due to such requirements, such postponed amounts will be paid to Employee in a lump sum on the first payroll date that occurs after the date that is six months following Employee’s “separation of service” with the Company. If Employee dies during the postponement period prior to the payment of the postponed amount, the amounts withheld on account of Section 409A of the Code shall be paid to the personal representative of Employee’s estate within sixty (60) days after the date of the Employee’s death.

(c) Reimbursements. All reimbursements provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during Employee’s lifetime (or during a shorter period of time specified in this Agreement), (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the taxable year following the year in which the expense is incurred, and (iv) the right to reimbursement is not subject to liquidation or exchange for another benefit.

33. Recoupment Policy. Employee acknowledges that Employee shall be subject to and hereby agrees to abide by the terms of any clawback or recoupment policy that the Company has adopted or may hereafter adopt, as may be amended from time to time, with or without notice (the “Recoupment Policy”) to further the Company’s interests in enhancing its corporate governance practices and/or to comply with applicable law, rules or regulations promulgated by the Securities and Exchange Commission or the rules of the national securities exchange on which shares of the common stock of the Company are listed for trade. Employee understands that pursuant to the Recoupment Policy, the Company may seek to recoup all or part of any severance payments, bonus or other incentive compensation paid to certain officers and former officers, including Equity Awards, in the event that the Company is required to restate its financial statements. In consideration of the benefits to be received from the Company (or a subsidiary) and the right to participate in, and receive future awards under, the Company’s cash and equity-based incentive programs, Employee hereby acknowledges, understands and agrees that:

(a) The Recoupment Policy applies to severance, cash bonuses and other incentive compensation, including Equity Awards, paid or awarded to Employee prior to or after the date on which the Recoupment Policy is adopted, and Employee agrees that, to the extent

provided in the Recoupment Policy, the Recoupment Policy shall apply to equity and other award agreements outstanding as of the date of this Agreement or hereafter executed, and such agreements shall be deemed amended by, and to incorporate, the terms of the Recoupment Policy even if the Recoupment Policy is not explicitly referenced therein;

(b) The Company shall be fully entitled to enforce the Recoupment Policy against Employee in accordance with its terms, and Employee promptly shall comply with any demand authorized by the Board of Directors of the Company pursuant to the terms of the Recoupment Policy for repayment, return or rescission of, severance payments, a cash bonus or other incentive compensation, including Equity Awards, subject to the Recoupment Policy;

(c) The Company may amend the Recoupment Policy at any time, and the amended Recoupment Policy shall apply to Employee in accordance with its terms; and

(d) Nothing in this acknowledgement shall be construed to expand the scope or terms of the Recoupment Policy, and Employee is not waiving any defenses Employee may have in the event of an action for recoupment of compensation under the Recoupment Policy, other than (i) waiving any defense regarding the retroactive application of the Recoupment Policy to prior or existing payments or awards and (ii) waiving any claim that the integration clause of any agreement excludes or limits the application of the Recoupment Policy.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement as of the date first above written.

COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION

/s/ Stephen Rohleder

Name: Stephen Rohleder

Title: Chair Elect of the Board of Directors

RAVI KUMAR SINGISETTI

/s/ Ravi Kumar Singiseti

ATTACHMENT A

1. The following is a complete list of all inventions and works that have been conceived, made, reduced to practice, developed, authored, created, drawn or written by me alone or jointly with others prior to my engagement by the Company.

X None.

☐ Due to a preexisting contract with another party, I cannot disclose certain Inventions or Works that would otherwise be included on the above-described list.

☐ Additional sheets are attached.
(number)

EMPLOYEE:

Signature:	<u>/s/ Ravi Kumar Singiseti</u>
Name:	<u>Ravi Kumar Singiseti</u>
Title:	<u>Chief Executive Officer</u>
Date:	<u>January 9, 2023</u>

ATTACHMENT B – List of Direct Competitors

1. International Business Machines Corporation
2. Accenture PLC
3. Capgemini SE
4. Tata Consultancy Services
5. Infosys Limited
6. Wipro Limited
7. HCL Technologies Limited
8. DXC Technology Company

January 9, 2023

Re: Amendment to Employment Agreement

Dear Brian Humphries:

Cognizant Worldwide Limited, a private limited company registered in the United Kingdom (“CWW”), and its ultimate parent company, Cognizant Technology Solutions Corporation (the “Cognizant” and, together with its controlled subsidiaries, including without limitation CWW, affiliates and any successors and assigns, the “Company”) desires to make certain changes to the Executive Employment and Non-Disclosure Non-Competition, and Invention Assignment Agreement dated as of April 1, 2019 entered into between you and CWW (as amended by a letter agreement dated as of December 9, 2022, your “Employment Agreement”) as provided herein. Capitalized terms used but not defined in this letter agreement (this “Letter Agreement”) shall have the meanings set forth in your Employment Agreement except as otherwise provided herein. You, CWW and Cognizant agree as follows:

1. Transition; Advisor Role.

(a) Special Advisor to Company. Effective as of 11:59 pm Eastern time on January 12, 2023 (the “Transition Start Date”), you shall cease to serve as Chief Executive Officer of the Company and shall commence serving as an advisor to the Company with the title of “Special Advisor to the Company”. You shall serve as Special Advisor to the Company during the period beginning on the Transition Start Date and ending at 11:59 pm on March 15, 2023 (the “Scheduled Transition Period End Date”), subject to earlier termination by either party (the period from the Transition Start Date through your Termination Date (whether on the Scheduled Transition Period End Date or earlier), the “Transition Period”).

(b) Commitment and Duties. During the Transition Period, you shall perform such duties as reasonably requested by the Chairman of the Board of Directors of Cognizant (the “Chairman”). During the Transition Period, you shall report to and be accountable only to the Chairman. You shall perform your duties as at your personal residence and elsewhere consistent with past practice. You may continue to engage in outside activities consistent with past practice that have previously been approved by the Company.

(c) Termination. At the end of the Transition Period, you shall cease to be Special Advisor to the Company and an employee of the Company. You acknowledge that you shall not have Good Reason to terminate your employment as a result of the changes herein to your title, role and compensation effected under this Letter Agreement from those set forth in your Employment Agreement, and the termination of your employment on the Scheduled Transition Period End Date shall constitute a termination by the Company without Cause. . You acknowledge that all statutory notice requirements have been satisfied.

(d) Board and Officer Positions. By signing this agreement, you hereby submit your resignation as a member of the Board of Directors of Cognizant and its affiliates and any officer positions with such entities, effective as of the Transition Start Date.

2. Cash Compensation.

(a) For 2022. For 2022, and as more fully described in Appendix 3 of the General Release, you will be paid your 2022 annual incentive compensation based on actual 2022 performance, determined in accordance with the terms of the annual incentive compensation plan as determined by the Compensation Committee of the Board and paid at the normally scheduled time in March 2023 for payment of annual cash incentive compensation for 2022.

(b) For 2023. During the Transition Period, you shall continue to receive an Annual Base Salary at the annual rate of 1,150,000 Swiss francs (“CHF”) . You will receive this payment regardless of whether you are still an employee of the Company.

3. Equity Awards. For the avoidance of doubt, and as more fully described in Appendix 3 of the General Release, your outstanding Cognizant equity awards (the “Equity Awards”) shall continue to vest in accordance with their terms during the Transition Period.

4. Severance Benefits. If you remain employed by the Company through the Scheduled Transition Period End Date, and provided that you or your estate executes and does not revoke the release in the form attached as Exhibit A (the “Release”) during the time periods provided therein, you will receive the severance payments and benefits set forth in the Release. To the extent any amounts contingent on the effectiveness are paid or vest before the Release becomes irrevocable, and you revoke the Release, you shall immediately repay all such amounts to the Company (including, for the avoidance of doubt, any Equity Awards that vested in connection with your termination of employment).

5. Amounts Earned, Accrued and Owing But Not Yet Paid. Notwithstanding anything contained in this Letter Agreement or the Employment Agreement to the contrary, following the Termination Date, you shall also be entitled to any amounts under Section 9(a)(vi) of the Employment Agreement.

6. Moving expenses. As part of your move from New York City, Company shall pay your reasonable relocation expenses of up to US\$50,000.

7. Tax preparation and filing fees. Company will continue to pay KPMG on your behalf for services related to your tax preparation and filing for tax years 2022, 2023, and 2024 on a basis consistent with past practices.

8. Early Termination. In the event you experience an Involuntary Termination (including, for the avoidance of doubt, a resignation for Good Reason that is deemed an Involuntary Termination under Section 10 of your Employment Agreement and a termination without Cause), or your employment with the Company is terminated due to your death or Disability, in each case prior to the Scheduled Transition Period End Date, you will be entitled to the payments and benefits described above, provided that you or your estate executes and does not revoke the Release and the Release first becoming effective as provided in Section 4.

9. Restrictive Covenants. Notwithstanding anything in this Letter Agreement to the contrary, Sections 19, 20 and 21 of your Employment Agreement shall remain in full force and effect pursuant to the terms thereof. In addition, you hereby agree not to make negative comments about or otherwise disparage the Company or any of its respective officers, directors, employees, agents or products, and the Company agrees that it will instruct the members of the Board and the executive officers of the Company not to make negative comments about or otherwise disparage you; provided that the foregoing will not restrict or impede either you or the Company from exercising protected legal rights to the extent that such rights cannot be waived by agreement, from providing truthful statements in response to any governmental agency, rulemaking authority, subpoena power, legal process, required governmental testimony or filings, or from making statements in any judicial, administrative or arbitral proceeding (including, without limitation, depositions in connection with such proceedings).

10. Clawback. Notwithstanding anything in this Letter Agreement to the contrary, you acknowledge and agree that the payments and benefits provided herein are being provided by the Company to you, among other things, as additional consideration for the post-employment restrictive covenants in Section 21 of your Employment Agreement, the adequacy and

sufficiency of which you expressly acknowledge. You hereby agree that if you violate any provision(s) of Section 21, then, in addition to any remedies set forth in your Employment Agreement (A) the Company may immediately cease payment of all or any portion of the payments provided pursuant to Section 4 above, (B) at any time prior to the first-year anniversary your Termination Date, the Company shall have the right to cause you to forfeit (i) any Equity Awards to the extent the vesting of which was accelerated pursuant to this Letter Agreement, and (ii) any shares of common stock of the Company you shall have received with respect to such accelerated portion of the Equity Awards, in each case without payment therefor, and (C) you shall also be required to pay to the Company, immediately upon demand therefor at any time prior to the first-year anniversary of your Termination Date, the amount of any profits realized by you from the sale of any such shares of common stock. Any amount of profits that remains unpaid after such demand shall accrue interest at the prime rate (as published in The Wall Street Journal as of the date of demand) per year, compounded at the end of each calendar quarter, until paid. Any amounts owed by the Company to Employee pursuant to this Agreement (including Equity Awards, as valued on the date when due pursuant to this Agreement) that are not paid when so due shall accrue interest at the prime rate (as published in The Wall Street Journal as of the date of demand) per year, compounded at the end of each calendar quarter, until paid.

11. Withholding. All payments and awards under or contemplated by this Agreement shall be made subject to applicable tax withholding, and the Company shall withhold from any payments under this Agreement or your Employment Agreement all federal, state, local and foreign taxes as the Company is required to withhold pursuant to any law or governmental rule or regulation. You shall bear all expense of, and be solely responsible for, all federal, state, local or foreign taxes due with respect to any payment or awards received under this Agreement, including, without limitation, any excise tax imposed by Section 4999 of the Code.

12. Construction. This Letter Agreement shall be administered, interpreted and enforced under the internal laws of the State of New Jersey, without regard to the principles of conflicts of law thereof, or principles of conflicts of law of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of New Jersey.

13. Entire Agreement; Assignment. Except as expressly modified hereby or as specifically provided herein, your Employment Agreement shall remain in full force and effect following the date hereof pursuant to its current terms. This Letter Agreement, together its Exhibits and with your Employment Agreement (as modified hereby), represent the entire agreement with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, that may have related to the subject matter hereof. This Letter Agreement and its Exhibits and all of the provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their successors (including successors by merger, consolidation, sale or similar transaction, permitted assigns, executors, administrators, personal representatives, heirs and distributees); provided that you may not assign any of your rights or delegate any of your duties or obligations hereunder without the prior written consent of the Company.

13. Publicity. The parties will communicate in good faith all language used by Cognizant in announcing your departure from Cognizant (but not, for the avoidance of doubt, any other language in such announcement not directly describing you), notwithstanding Cognizant's ultimate control over all of Company communications.

[signature page follows]

Please indicate your acceptance of the terms and provisions of this Letter Agreement by signing both copies of this Letter Agreement and returning one copy to the Company. The other copy is for your files. By signing below, you acknowledge and agree that you have not received legal or tax advice from the Company with respect to this Letter Agreement; have had an opportunity to consult with your own tax counsel as to the federal, state, local and foreign tax consequences of this Letter Agreement; have had an opportunity to consult with your own independent legal counsel regarding your rights and obligations under this Letter Agreement; have carefully read this Letter Agreement in its entirety; fully understand and agree to its terms and provisions; and intend and agree that it be final and legally binding on you and the Company. This Letter Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by you and a duly authorized officer of the Company. This Letter Agreement may be executed in several counterparts.

Very truly yours,

COGNIZANT WORLDWIDE LIMITED

/s/ Jan Siegmund
Name: Jan Siegmund
Director

**COGNIZANT TECHNOLOGY SOLUTIONS
CORPORATION**

/s/ Stephen Rohleder
Name: Stephen Rohleder
Its: Chair Elect of the Board of Directors

BRIAN HUMPHRIES

/s/ Brian Humphries

Letter Agreement Regarding Amendment to Employment Agreement

Exhibit A

**COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION
RELEASE**

GENERAL RELEASE

This General Release of Claims, including its Schedules and Appendices (this “**Release**”) is made by and between Brian Humphries (“**Employee**”), of Cognizant Technology Solutions Corporation (the “**Company**”) and the “**Releasees**” (as defined below), as of the date of Employee’s execution of this Release.

1. Release by Employee. In exchange for the payments and benefits set forth in Section 9(a) of the Executive Employment and Non-Disclosure, Non-Competition and Invention Assignment Agreement between the Employee and Cognizant Worldwide Limited (“**CWW**”) dated 1 April 2019 (the “**Executive Agreement**”) and for other good and valuable consideration (the “**Severance**”), the receipt and adequacy of which are hereby acknowledged, in executing this general release and the UK settlement agreement set out in Schedule One of this Release, Employee agrees to release and discharge CWW, the Company and the Company’s affiliated, related, parent and subsidiary corporations, as well as their respective past and present parents, subsidiaries, affiliates, associates, members, stockholders, employee benefit plans, attorneys, agents, representatives, partners, joint venturers, predecessors, successors, assigns, insurers, owners, employees, officers, directors and all persons acting by, through, under, or in concert with them, or any of them (hereinafter the “**Releasees**”) from any and all manner of claims, actions, causes of action, in law or in equity, demands, rights, or damages of any kind or nature which he may now have, or ever have, whether known or unknown, fixed or contingent, including any claims, causes of action or demands of any nature (hereinafter called “**Claims**”), that Employee now has or may hereafter have against the Releasees by reason of any and all acts, omissions, events or facts occurring or existing prior to Employee’s execution of this Release which arise in connection with or relate to Employee’s employment with CWW or termination therefrom. The Claims released hereunder specifically include, but are not limited to, any claims for fraud; breach of contract; breach of implied covenant of good faith and fair dealing; inducement of breach; interference with contract; wrongful or unlawful discharge or demotion; violation of public policy; sexual or any other type of assault and battery; invasion of privacy; intentional or negligent infliction of emotional distress; intentional or negligent misrepresentation; conspiracy; failure to pay wages, benefits, vacation pay, severance pay, commissions, equity, attorneys’ fees, or other compensation of any sort; failure to accommodate disability, including pregnancy; discrimination or harassment on the basis of pregnancy, race, color, sex, gender, national origin, ancestry, religion, disability, handicap, medical condition, marital status, sexual orientation or any other protected category; any claim under the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621 et seq. (“**ADEA**”); the Older Workers’ Protection Benefit Act of 1990; Title VII of the Civil Rights Act of 1964, as amended, by the Civil Rights Act of 1991, 42 U.S.C. § 2000 et seq.; Equal Pay Act, as amended, 29 U.S.C. § 206(d); the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the False Claims Act, 31 U.S.C. § 3729 et seq.; the Employee Retirement Income Security Act, as amended, 29 U.S.C. § 1001 et seq.; the Worker Adjustment and Retraining Notification Act, as amended, 29 U.S.C. § 2101 et seq.; the Fair Labor Standards Act, 29 U.S.C. § 215 et seq.; and any federal, state or local laws of similar effect.

2. Claims Not Released. The Release in Section 1 above shall not apply to: the Company’s or CWW’s obligations to provide the Severance; Employee’s right to indemnification under any applicable indemnification agreement with the Company, the Company’s governing documents or applicable law and under any applicable directors’ and officers’ or other third party liability insurance policy(ies); Employee’s right to assert claims for workers’ compensation or unemployment benefits; Employee’s right to bring to the attention of the Equal Employment Opportunity Commission (“**EEOC**”) claims of discrimination (provided, however, that Employee releases his or her right to secure any damages for alleged discriminatory treatment); any right to communicate directly with, cooperate with, or provide information to, any federal, state or local government regulator; any right to file an unfair labor practice charge under the National Labor Relations Act (“**NLRA**”); Employee’s vested rights under any retirement or welfare benefit plan of the Company; Employee’s rights in his or her capacity as an equity holder of the Company; or any other rights that may not be waived by an employee under applicable law.

3. Older Worker’s Benefit Protection Act. In accordance with the Older Worker’s Benefit Protection Act, Employee is hereby advised as follows:

(a) Employee has read this Release and understands its terms and effect, including the fact that Employee is agreeing to release and forever discharge the Company and each of the Releasees from any Claims released in this Release.

(b) Employee understands that, by entering into this Release, Employee does not waive any Claims that may arise after the date of Employee's execution of this Release, including without limitation any rights or claims that Employee may have to secure enforcement of the terms and conditions of this Release including payment of the Severance.

(c) Employee has signed this Release voluntarily and knowingly in exchange for the consideration described in this Release, which Employee acknowledges is adequate and satisfactory to Employee and in addition to any other benefits to which Employee is otherwise entitled.

(d) The Company advises Employee to consult with an attorney prior to executing this Release.

(e) Employee has twenty-one (21) days to review and decide whether or not to sign this Release. If Employee signs this Release prior to the expiration of such period, Employee acknowledges that Employee has done so voluntarily, had sufficient time to consider the Release, to consult with counsel and that Employee does not desire additional time and hereby waives the remainder of the twenty-one (21) period. In the event of any changes to this Release, whether or not material, Employee waives the restarting of the twenty-one (21) day period.

(f) Employee has seven (7) days after signing this Release to revoke this Release and this Release will become effective upon the expiration of that revocation period. If Employee revokes this Release during such seven (7)-day period, this Release will be null and void and of no force or effect on either the Company or Employee and Employee will not be entitled to any of the payments or benefits which are expressly conditioned upon the execution and non-revocation of this Release.

If Employee wishes to revoke this Release, Employee shall deliver written notice stating his or her intent to revoke this Release to John Kim, Executive Vice President, General Counsel and Chief Corporate Affairs Officer of the Company (or such other individual as the Company may nominate), at the Company at the address set forth in the Offer Letter from the Company to Employee dated 29 November 2018), on or before 5:00 p.m. on the seventh (7th) day after the date on which Employee signs this Release.

4. Release of Employee. Except for those claims arising out of this Release, Company hereby fully, finally and forever releases and discharges the Employee with respect to any and all claims, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of actions, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected and whether or not concealed or hidden, which Company now owns or holds or that Company has at anytime heretofore owned or held or may in the future hold as against the Employee arising out of or in any way connected with Employee's employment relationship with, or separation from the Company, or any other transactions, acts or omissions by or on the part of the Employee that have occurred prior to the date of this Release; provided, however, that (i) claims arising from the conduct that is either criminal in nature or that is concealed through fraud shall not be released or waived, and nothing herein is intended or shall be construed to create a waiver or release claims on behalf of the Company and its shareholders that would be prohibited under the Dodd Frank Act or other applicable laws, if any apply, (ii) this release shall not apply to any amounts that Employee may owe the Company relating to the Company's tax equalization program, and (iii) this release shall not apply to any amounts Employee may owe under the Company's clawback policy as in effect on the date hereof.

5. Representations. Employee represents and warrants that there has been no assignment or other transfer of any interest in any Claim which he may have against Releasees, or any of them, and Employee agrees to indemnify and hold Releasees, and each of them, harmless from any liability, Claims, demands, damages, costs, expenses and attorneys' fees incurred by Releasees, or any of them, as the result of any such assignment or transfer or any rights or Claims under any such assignment or transfer. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by the Releasees against Employee under this indemnity. Employee agrees that if he hereafter commences any suit arising out of, based upon, or relating to any of the Claims released

hereunder or in any manner asserts against Releasees, or any of them, any of the Claims released hereunder, then Employee agrees to pay to Releasees, and each of them, in addition to any other damages caused to Releasees thereby, all *attorneys' fees incurred* by Releasees in defending or otherwise responding to said suit or Claim.

6. No Actions. Employee represents and warrants to the Company that Employee has no pending actions, Claims or charges of any kind provided, however, that Employee shall not be obligated to pay the Releasees' attorneys' fees to the extent such fees are attributable to: (i) claims under the ADEA or a challenge to the validity of the release of claims under the ADEA; or (ii) Employee's right to file a charge with the EEOC; however, Employee hereby waives any right to any damages or individual relief resulting from any such charge.

7. Exceptions. Notwithstanding anything in this Release to the contrary, nothing contained in this Release shall prohibit Employee (or Employee's attorney) from (i) filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or cooperating with the U.S. Securities and Exchange Commission ("**SEC**"), the Financial Industry Regulatory Authority, the EEOC, the NLRB, the Occupational Safety and Health Administration, the U.S. Commodity Futures Trading Commission, the U.S. Department of Justice or any other securities regulatory agency, self-regulatory authority or federal, state or local regulatory authority (collectively, "**Government Agencies**"), or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation, (ii) communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to any Government Agencies for the purpose of reporting or investigating a suspected violation of law, or from providing such information to Employee's attorney or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding, and/or (iii) receiving an award for information provided to any Government Agency. Pursuant to 18 USC Section 1833(b), Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (y) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, nothing in this Release is intended to or shall preclude Employee from providing truthful testimony in response to a valid subpoena, court order, regulatory request or other judicial, administrative or legal process or otherwise as required by law. If Employee is required to provide testimony, then unless otherwise directed or requested by a Governmental Agency or law enforcement, Employee shall notify the Company in writing as promptly as practicable after receiving any such request of the anticipated testimony and at least ten (10) days prior to providing such testimony (or, if such notice is not possible under the circumstances, with as much prior notice as is possible) to afford the Company a reasonable opportunity to challenge the subpoena, court order or similar legal process.

8. Miscellaneous.

(a) *No Admission.* Employee understands and agrees that neither the payment of money nor the execution of this Release shall constitute or be construed as an admission of any liability whatsoever by the Releasees.

(b) *Severability.* If any sentence, phrase, section, subsection or portion of this Release is found to be illegal or unenforceable, such action shall not affect the validity or enforceability of the remaining sentences, phrases, sections, subsections or portions of this Release, which shall remain fully valid and enforceable.

(c) *Construction of Agreement.* Employee has been represented by, or had the opportunity to be represented by, counsel in connection with the negotiation and execution of this Release. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Release.

(d) *Entire Agreement/Integration.* This Release together with the Settlement Agreement in Schedule One and Appendices, and the terms of the Executive Agreement **as amended** that continue to apply after the termination of the employment, constitutes the entire agreement between Employee and the Company concerning the subject matter hereof. No covenants, agreements, representations, or warranties of any kind, other than those set forth herein, **and in the Amended Executive Agreement** have been made to any party hereto with respect to this Release. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this

Release. No amendments to this Release will be valid unless written and signed by Employee and an authorized representative of the Company.

Sign only on or within twenty-one (21) days after March 15, 2023

Brian Humphries

Date: _____

SCHEDULE ONE

This agreement is dated [DATE]

Parties

- (1) COGNIZANT WORLDWIDE LIMITED incorporated and registered in England and Wales with company number 07195160 whose registered office is at One Kingdom Street London W2 6BD (**CWW / we / us**)
- (2) COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION incorporated in the United States of America of 300 Frank W. Burr Blvd. Suite 36, 6th Floor, Teaneck NJ 07666, USA (the “**Company**”)
- (3) BRIAN HUMPHRIES of _____ (**Employee / you**)

BACKGROUND

- (A) Your employment with us shall terminate on 15 March 2023.
- (B) The parties intend this agreement to be an effective waiver of any such claims and to satisfy the conditions relating to settlement agreements in the relevant legislation.
- (C) We enter into this agreement for ourselves and as agent and trustee for all Group Companies and we are authorised to do so.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Adviser: _____.

Executive Agreement: the Executive Employment, Non-Disclosure, Non-Competition and Invention Assignment Agreement between you and CWW dated 1 April 2019, as amended.

Group Company: CWW, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.

Holding company: has the meaning given in clause 1.6.

Subsidiary: has the meaning in clause 1.6.

- 1.2 The headings in this Schedule are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 The Appendices shall form part of this Schedule One and shall have effect as if set out in full in the body of this Schedule One. Any reference to this agreement or this Schedule one includes the Appendices.
- 1.6 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) as a nominee.

2. Arrangements on termination

- 2.1 Your employment with us shall terminate on 15 March 2023 (**Termination Date**).
- 2.2 We shall pay you your salary and benefits up to the Termination Date as specified in the Executive Agreement.
- 2.3 We shall make a payment to you in respect of accrued but untaken holiday up to and including the Termination Date.
- 2.4 The payments and benefits in this Clause 2 and as specified in the Executive Agreement shall be subject to the income tax, withholding tax and National Insurance or social security contributions that we are obliged by law to pay or deduct in any jurisdiction.
- 2.5 You confirm that you have submitted all outstanding expenses claims in the usual way and we shall reimburse you for any expenses properly incurred before the Termination Date in the usual way.

3. Termination payment

- 3.1 Subject to and conditional on you complying with the terms of this agreement (including, without limitation, the provision by you of a letter from the Adviser dated on or after the date of this
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agreement in the form set out in Appendix 2), the Executive Agreement and the terms of the Release (as defined in Section 13 of the Executive Agreement) **as amended**, CWW shall pay (or shall procure payment by the Company or other relevant Group Company) of such sums and at such times as are specified in Sections 9(a) of the Executive Agreement and as further described in Appendix 3 (the “**Termination Payment**”). We will pay (or procure the payment of) the Termination Payment less all required deductions by a Group Company for withholding tax and National Insurance contributions or other social security payments in any jurisdiction in which they are due.

- 3.2 You shall be responsible for any further withholding tax and employee's National Insurance or other social security contributions due in respect of the Termination Payment and shall indemnify us or the relevant Group Company in respect of such liability in accordance with clause 5 of this Schedule One.

4. Waiver of claims

- 4.1 You agree that the terms of this agreement are offered by us and the Company without any admission of liability on our or the Company's part and are in full and final settlement of all and any claims or rights of action that you have or may have against us, the Company or any other Group Company or its or their officers, employees or workers arising out of your employment with us (or any other Group Company) or its termination, whether under common law, contract, statute or otherwise, whether such claims are, or could be, known to the parties or in their contemplation at the date of this agreement in any jurisdiction and including, but not limited to any claim for breach of contract or wrongful dismissal, unfair dismissal or any of the claims specified in Appendix 1 of this Schedule One (each of which is waived by this clause).

- 4.2 The waiver in clause 4.1 shall not apply to the following:

- (a) claims in respect of personal injury of which you are not aware and could not reasonably be expected to be aware at the date of this agreement (other than claims under discrimination legislation);
- (b) any claims in relation to accrued entitlements under any pension scheme; and
- (c) enforcing the terms of this agreement.

- 4.3 You warrant that:
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- (d) before entering into this agreement you received independent advice from the Adviser as to the terms and effect of this agreement and, in particular, on its effect on your ability to pursue the claims specified in clause 4.1 above and Appendix 1 to this Schedule One;
- (e) the Adviser has confirmed to you that they are a solicitor holding a current practising certificate and that there is in force a policy of insurance covering the risk of a claim by you in respect of any loss arising in consequence of their advice;
- (f) the Adviser shall sign and deliver to us a letter in the form attached as Appendix 2 to this agreement;
- (g) before receiving the advice you disclosed to the Adviser all facts and circumstances that may give rise to a claim by you against any Group Company or its officers, employees or workers;
- (h) the only claims that you have or may have against any Group Company or its officers, employees or workers (whether at the time of entering into this agreement or in the future) relating to your employment with us or any other Group Company or its termination are specified in clause 4.1; and
- (i) You are not aware of any facts or circumstances that may give rise to any claim against any Group Company or its officers, employees or workers other than those claims specified in clause 4.1.

You acknowledge that we acted in reliance on these warranties when entering into this agreement.

- 4.4 You acknowledge that the conditions relating to settlement agreements under section 147(3) of the Equality Act 2010, section 288(2B) of the Trade Union and Labour Relations (Consolidation) Act 1992, section 203(3) of the Employment Rights Act 1996, regulation 35(3) of the Working Time Regulations 1998, section 49(4) of the National Minimum Wage Act 1998, regulation 41(4) of the Transnational Information and Consultation etc. Regulations 1999, regulation 9 of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, regulation 10 of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, regulation 40(4) of the Information and Consultation of Employees Regulations 2004, paragraph 13 of the Schedule to the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006, regulation 62 of the Companies (Cross Border Mergers) Regulations 2007 and section 58 of the Pensions Act 2008 have been satisfied.
- 4.5 The waiver in clause 4.1 shall have effect irrespective of whether or not, at the date of this agreement, you are or could be aware of such claims or have such claims in your express contemplation (including such claims of which you become aware after the date of this agreement in whole or in part as a result of new legislation or the development of common law or equity).
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- 4.6 You agree that, except for the payments and benefits provided for in this agreement, and subject to the waiver in clause 4.1, you shall not be eligible for any further payment from any Group Company relating to your employment or its termination and except as set out in Sections 9(a) (which is subject to the Executive Agreement) you expressly waive any right or claim that you have or may have to payment of bonuses, any benefit or award programme, under any share plan operated by any Group Company or any stand-alone share incentive arrangement, or to any other benefit, payment or award you may have received had your employment not terminated.

5. Employee indemnities

- 5.1 You shall indemnify us on a continuing basis in respect of any income tax, withholding taxes or National Insurance or social security contributions (save for employers' National Insurance contributions) due in respect of the payments and benefits in clauses 2 and 3 of this agreement (and any related interest, penalties, costs and expenses) due in any jurisdiction but excluding tax which is deducted at source by the Company and any interest and penalties arising as a result of the Company's failure to account for such tax. We shall give you reasonable notice of any demand for tax which may lead to liabilities on you under this indemnity and shall provide you with reasonable access to any documentation you may reasonably require to dispute such a claim (provided that nothing in this clause shall prevent us from complying with its legal obligations with regard to HM Revenue and Customs or other competent body).
- 5.2 If you breach any material provision of this agreement or pursue a claim against any Group Company arising out of your employment or its termination other than those excluded under clause 4, you agree to indemnify any Group Company for any losses suffered as a result thereof, including all reasonable legal and professional fees incurred.

6. Resignation from offices

You acknowledge that you have resigned from your position as Director of the Company and shall resign immediately from any other office, trusteeship or position that you hold in or on any Group Company's behalf, including as a member of the board of directors of Cognizant Technology Solutions Corporation. The Company and any applicable Group Company will maintain for so long as it maintains a policy in respect of its directors generally, directors and officers' liability insurance in respect of the period during which you were a director of the Company and/or any Group Company, at no less than the level of cover for other individuals who were directors of the Company at the Termination Date.

7. Third party rights

Except as expressly provided elsewhere in this Schedule One, no person other than you and any Group Company shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

8. Governing law

This Schedule One and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Schedule One or its subject matter or formation (including non-contractual disputes or claims).

10. Counterparts

This agreement may be executed and delivered in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

This agreement has been entered into on the date stated at the beginning of it.

Appendix 1

Claims

- 1.1 in relation to the right to a written statement of reasons for dismissal, under section 93 of the Employment Rights Act 1996;
 - 1.2 for a statutory redundancy payment, under section 163 of the Employment Rights Act 1996;
 - 1.3 in relation to an unlawful deduction from wages or unlawful payment, under section 23 of the Employment Rights Act 1996;
 - 1.4 for unlawful detriment, under section 48 of the Employment Rights Act 1996 or section 56 of the Pensions Act 2008
 - 1.5 in relation to written employment particulars and itemised pay statements, under section 11 of the Employment Rights Act 1996;
 - 1.6 in relation to guarantee payments, under section 34 of the Employment Rights Act 1996;
 - 1.7 in relation to suspension from work, under section 70 of the Employment Rights Act 1996;
 - 1.8 in relation to parental leave, under section 80 of the Employment Rights Act 1996;
 - 1.9 in relation to a request for flexible working, under section 80H of the Employment Rights Act 1996;
 - 1.10 in relation to time off work, under sections 51, 54, 57, 57B, 57ZC, 57ZF, 57ZH, 57ZM, 57ZQ, 60, 63 and 63C of the Employment Rights Act 1996;
 - 1.11 in relation to working time or holiday pay, under regulation 30 of the Working Time Regulations 1998;
 - 1.12 in relation to the national minimum wage, under sections 11, 18, 19D and 24 of the National Minimum Wage Act 1998;
 - 1.13 for equal pay or equality of terms under sections 120 and 127 of the Equality Act 2010 and/or section 2 of the Equal Pay Act 1970;
 - 1.14 for pregnancy or maternity discrimination, direct or indirect discrimination, harassment or victimisation related to sex, marital or civil partnership status, pregnancy or maternity or gender reassignment under section 120 of the Equality Act 2010 and/or direct or indirect discrimination,
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harassment or victimisation related to sex, marital or civil partnership status, gender reassignment, pregnancy or maternity under section 63 of the Sex Discrimination Act 1975;

- 1.15 for direct or indirect discrimination, harassment or victimisation related to race under section 120 of the Equality Act 2010 and/or direct or indirect discrimination, harassment or victimisation related to race, colour, nationality or ethnic or national origin, under section 54 of the Race Relations Act 1976;
 - 1.16 for direct or indirect discrimination, harassment or victimisation related to disability, discrimination arising from disability, or failure to make adjustments under section 120 of the Equality Act 2010 and/or direct discrimination, harassment or victimisation related to disability, disability-related discrimination or failure to make adjustments under section 17A of the Disability Discrimination Act 1995;
 - 1.17 for direct or indirect discrimination, harassment or victimisation related to religion or belief under section 120 of the Equality Act 2010 and/or under regulation 28 of the Employment Equality (Religion or Belief) Regulations 2003;
 - 1.18 for direct or indirect discrimination, harassment or victimisation related to sexual orientation, under section 120 of the Equality Act 2010 and/or under regulation 28 of the Employment Equality (Sexual Orientation) Regulations 2003;
 - 1.19 for direct or indirect discrimination, harassment or victimisation related to age, under section 120 of the Equality Act 2010 and/or under regulation 36 of the Employment Equality (Age) Regulations 2006;
 - 1.20 for less favourable treatment on the grounds of part-time status, under regulation 8 of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000;
 - 1.21 for less favourable treatment on the grounds of fixed-term status, under regulation 7 of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002;
 - 1.22 under regulations 27 and 32 of the Transnational Information and Consultation of Employees Regulations 1999;
 - 1.23 under regulations 29 and 33 of the Information and Consultation of Employees Regulations 2004;
 - 1.24 under regulations 45 and 51 of the Companies (Cross-Border Mergers) Regulations 2007;
 - 1.25 under paragraphs 4 and 8 of the Schedule to the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006;
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- 1.26 under sections 68A, 87, 137, 145A, 145B, 146, 168, 168A, 169, 170, 174 and 192 of the Trade Union and Labour Relations (Consolidation) Act 1992;
 - 1.27 in relation to the obligations to elect appropriate representatives or any entitlement to compensation, under the Transfer of Undertakings (Protection of Employment) Regulations 2006;
 - 1.28 in relation to the right to be accompanied under section 11 of the Employment Relations Act 1999;
 - 1.29 in relation to refusal of employment, refusal of employment agency services and detriment under regulations 5, 6 and 9 of the Employment Relations Act 1999 (Blacklists) Regulations 2010;
 - 1.30 in relation to the right to request time off for study or training under section 63I of the Employment Rights Act 1996;
 - 1.31 in relation to the right to equal treatment, access to collective facilities and amenities, access to employment vacancies and the right not to be subjected to a detriment under regulations 5, 12, 13 and 17(2) of the Agency Workers Regulations 2010;
 - 1.32 in relation to the right to a written statement and the right not to be unfairly dismissed or subjected to detriment under regulations 4 and 5 of the Agency Workers (Amendment) Regulations 2019;
 - 1.33 in relation to personal injury, of which you are or ought reasonably to be aware at the date of this agreement;
 - 1.34 for harassment under the Protection from Harassment Act 1997;
 - 1.35 for failure to comply with obligations under the Human Rights Act 1998;
 - 1.36 for failure to comply with obligations under the Data Protection Act 1998, the Data Protection Act 2018 or the General Data Protection Regulation ((EU) 2016/679);
 - 1.37 arising as a consequence of the United Kingdom's membership of the European Union; and
 - 1.38 in relation to the right not to be subjected to a detriment under regulation 3 of the Exclusivity Terms in Zero Hours Contracts (Redress) Regulations 2015.
-

Appendix 2: Adviser's certificate

[ON HEADED NOTEPAER OF ADVISER]

For the attention of _____

[DATE]

To whom it may concern,

I am writing in connection with the agreement between my client, Brian Humphries, Cognizant Worldwide Limited and Cognizant Technology Solutions Corporation (Company) [of today's date **OR** dated [DATE]] (Agreement) to confirm that:

1. I, _____, whose address is _____, am a Solicitor of the Senior Courts of England and Wales who holds a current practising certificate.

2. I have given Brian Humphries legal advice on the terms and effect of the agreement and, in particular, its effect on my client's ability to pursue the claims specified in clause 4 and Appendix 1 of the agreement.

3. I gave the advice to Brian Humphries as a relevant independent adviser within the meaning of the above acts and regulations referred to at clause 4.4 of the agreement.

4. There is now in force (and was in force at the time I gave the advice referred to above) a policy of insurance or an indemnity provided for members of a profession or professional body covering the risk of claim by my client in respect of loss arising in consequence of the advice I have given them.

Yours faithfully,

[DATE]

Appendix 3: Cash and Equity Compensation and Termination Payments Pursuant to Section 9(a)*

Cash and Equity Compensation

Salary through March 15, 2023	Approximately CHF 191,667
2022 Bonus	£1,850,000 at target**
Equity Awards Payable Q1 2023	5,785 RSUs (March 2020)
	6,403 RSUs (February 2021)
	5,439 RSUs (March 2022)
	104,121 PSUs (2020-2022) at target***

Termination Payments

12-month salary	CHF 1,150,000
Separation Bonus	CHF 2,300,000
Equity Awards vesting within 12 months	47,369 RSUs

*** All amounts are estimates and actual amounts per the relevant agreements control**

**** Actual payout subject to year-end results**

***** Actual payout subject to performance goal achievement for the performance period**

Signed by [NAME OF DIRECTOR OR OTHER AUTHORISED
SIGNATORY] for and on behalf of [COGNIZANT WORLDWIDE
LIMITED]

.....
[Director OR [POSITION]

Signed by [NAME OF DIRECTOR OR OTHER AUTHORISED
SIGNATORY] for and on behalf of [COGNIZANT TECHNOLOGY
SOLUTIONS CORPORATION]

[Director **OR** [POSITION]]

Signed by Brian Humphries

.....

Cognizant Appoints Ravi Kumar S as Chief Executive Officer

- *Former Infosys President brings 20+ years of experience in the consulting, process, and technology transformation space to CEO role*
- *Stephen J. Rohleder appointed Chair of the Board*
- *Leadership transition supports initiative to accelerate growth*
- *Company updates fourth quarter and full-year 2022 guidance*

TEANECK, N.J., Jan. 12, 2023 – Cognizant (Nasdaq: CTSI) today announced that its Board of Directors (the “Board”) has named Ravi Kumar S as CEO and a member of the Board, effective immediately. Kumar succeeds Brian Humphries in both roles. To facilitate a smooth transition, Humphries will remain with the Company as a special advisor until March 15, 2023.

Kumar joins Cognizant after a 20-year career at Infosys, where he held various leadership roles, most recently serving as President from January 2016 through October 2022. In this role, he led the Infosys Global Services Organization across all global industry segments, driving digital transformation services, consulting services, technology services, engineering services, data & analytics, cloud and infrastructure, and enterprise package applications service lines.

The Company also announced that Stephen J. Rohleder, a member of Cognizant’s Board since March 2022, has been elected Chair of the Board. Former Chair Michael Patsalos-Fox will remain on the Board as an independent director. Rohleder joined the Board in March 2022 as part of the Board’s ongoing Board refreshment process; during the last three years, the Board has added three new independent directors.

Rohleder brings decades of experience overseeing operations, developing strategy, counseling clients, and growing teams in the technology space, gained from his 35-year tenure in senior roles with Accenture, where he served as Group Chief Executive, North America, Group Chief Executive, Health and Public Service and Chief Operating Officer, as well as his roles as Chairman and CEO of GTY Technology Holdings.

Cognizant had previously announced that Kumar would join the Company as President, Cognizant Americas. In connection with the CEO transition, Cognizant also announced that Surya Gummadi has been named President, Cognizant Americas. Gummadi, a 24-year veteran of Cognizant, had held the role on an interim basis since July 2022 and previously served as SVP of Cognizant’s Health Sciences business segment.

Leadership Commentary

“The Board is focused on positioning Cognizant to reaccelerate growth and drive shareholder value,” said Chair of the Board Stephen J. Rohleder. “As a proven leader with deep experience developing global talent and building a culture of success, we believe Ravi is the right person to take Cognizant into its next phase of growth. He brings world-class expertise in consulting, process, and technology transformation as well as demonstrated success building businesses. We are highly confident he can build on Cognizant’s portfolio of in-demand solutions, strong brand, and significant international expansion opportunity to unlock enhanced performance and growth.”

Rohleder continued, “Brian was a resilient leader, providing a steady hand as he steered the company through various challenges, including a global pandemic. We thank Brian for his many contributions to Cognizant, which have helped to position the company to capture a large,

growing market and fuel profitable revenue growth. We believe now is the right time for new leadership to fully capitalize on these opportunities.”

“The Board also wants to thank Michael for his leadership during his time as Board Chair. Michael’s dedication to Cognizant, including his unwavering commitment to our mission and our shareholders and other stakeholders, has set a strong example for me and the rest of the Board,” Rohleder concluded.

Humphries said, “I am proud of our team’s achievements during my tenure as CEO. Our brand is more visible, our portfolio is stronger, our client relationships are more consultative and we are better aligned to high growth digital segments within our market. The company is in a great position for success. It was an honor to lead our talented associates and I wish Ravi and the leadership team all the best for the future.”

“I am honored to join Cognizant, a company I have long admired for its dedicated client focus and its track record of innovation,” said Kumar. “I look forward to working with Steve, the rest of the Board, and the leadership team to capture the many opportunities ahead. I have watched Cognizant fundamentally transform its business, expanding its digital portfolio and capabilities, strengthening client relationships and partnerships, and meaningfully enhancing operational discipline. Cognizant is well-positioned for growth, and I’m excited to unlock the Company’s significant potential for our employees, clients, investors, and other stakeholders.”

Additional Biographical Details about Ravi Kumar

Kumar has over 20 years of experience in the technology consulting space, incubating new practice lines, driving large transformational programs, and developing new business models across industry segments. Based in New York City, Kumar served as President at Infosys until October 2022. In this role, he led the Infosys Global Services Organization across all global industry segments, driving digital transformation services, consulting services, technology services, engineering services, data & analytics, cloud and infrastructure, enterprise package applications service lines. In addition, he led the Business Process Management (BPM) Unit and was Chair of the Board of Infosys BPM Ltd. He has overseen Infosys business operations in India, Latin America, Japan and China. He has also overseen the Infosys Public Services and Infosys Consulting Services Subsidiaries. In addition, Kumar championed and pioneered Infosys’ localization initiatives and built technology and digital talent pools in US, Europe & Australia to drive the creation of new Innovation and Digital Technology Hubs through collaboration with clients, the local state governments and academic ecosystems. Previously, Kumar was the Group Head for the Insurance, Healthcare, and Cards and Payments unit at Infosys, where he drove client services, demand generation, next-generation service offerings, innovation, and a world-class delivery organization to support clients. Kumar also led the Global Delivery organization in the manufacturing industry group. Spanning a global clientele and other new incubating engines, he built the global Oracle and CRM practices for Infosys as well as played diverse roles across organizations within the CRM space for Oracle Corporation, building a next-generation customer relationship management practice at Cambridge Technology Partners.

Kumar currently serves on the boards of directors of TransUnion, where he is a member of the Mergers, Acquisitions and Integration Committee and the Compensation Committee, and Digimarc Corporation, where he serves on the Compensation and Talent Management Committee and the Market Development Committee. Kumar also serves on the Board of Governors of the New York Academy of Sciences and the Board of Directors of the U.S. Chamber of Commerce.

Kumar earned his bachelor's degree in engineering from Shivaji University and his M.B.A. from Xavier Institute of Management, India.

Cognizant Provides 2022 Guidance Update and Schedules Fourth Quarter 2022 Earnings Call

For 2022, the Company expects fourth quarter and full-year revenue of approximately \$4.8 billion and \$19.4 billion, respectively, compared to prior expectations of \$4.72-\$4.77 billion for the fourth quarter and \$19.3 billion for the full year. This reflects a year-over-year increase of approximately 1.3% (or 4.1% in constant currency¹) for the fourth quarter and growth of approximately 5.0% (or 7.5% in constant currency) for full-year 2022.

Additionally, the Company now expects full-year 2022 Adjusted Operating Margin² of approximately 15.3%, compared to prior guidance of 15.6%, and full-year 2022 Adjusted Diluted EPS² of approximately \$4.38-\$4.40, compared to prior guidance of \$4.43-\$4.46. This updated guidance includes a negative impact on Adjusted Operating Margin of approximately 30 basis points and Adjusted Diluted EPS of approximately \$0.08 from the impairment of certain capitalized costs related to a large volume-based contract with a Health Sciences customer. The impairment is principally driven by the Company's expectation of lower volumes.

Fourth Quarter 2022 Earnings Call Details

Cognizant will announce results for the fourth quarter of 2022 on Thursday, February 2, 2023, after market close.

Following the February 2nd release, Cognizant management will conduct a conference call at 5:00 p.m. (Eastern) to discuss operating performance for the quarter. To participate in the conference call, domestic callers can dial 877-810-9510 and international callers can dial 201-493-6778 and provide the following conference passcode: Cognizant Call.

The conference call will also be available live on the Investor Relations section of the Cognizant website at <http://investors.cognizant.com>. Please go to the website at least 15 minutes prior to the call to register and to download and install any necessary audio software.

For those who cannot access the live broadcast, a replay will be available by dialing (877) 660-6853 for domestic callers or (201) 612-7415 for international callers and entering 13732397 from two hours after the end of the call until Thursday, February 16, 2023. The replay will also be available at Cognizant's website <http://investors.cognizant.com> for 60 days following the call.

About Cognizant

Cognizant (Nasdaq: CTSI) engineers modern businesses. We help our clients modernize technology, reimagine processes and transform experiences so they can stay ahead in our fast-changing world. Together, we're improving everyday life. See how at www.cognizant.com or @cognizant.

¹ Constant currency revenue growth is not a measure of financial performance prepared in accordance with GAAP. See "About Non-GAAP Financial Measures" for more information.

² Adjusted Operating Margin and Adjusted Diluted EPS are not measures of financial performance prepared in accordance with GAAP. A full reconciliation of Adjusted Operating Margin and Adjusted Diluted EPS guidance to the corresponding GAAP measure on a forward-looking basis cannot be provided without unreasonable efforts, as we are unable to provide reconciling information with respect to unusual items at this time. Our updated guidance for full-year 2022 Adjusted Diluted EPS includes an expected adjustment of negative \$0.01 related to the effect of non-operating foreign currency exchange (gains) losses, pre-tax, an expected adjustment of positive \$0.07 related to the tax impact of the non-operating foreign currency exchange (gains) losses, and an adjustment of negative \$0.07 related to the recognition in the third quarter of 2022 of income tax benefit related to an uncertain tax position. See "About Non-GAAP Financial Measures" for more information at the end of this release.

Forward-Looking Statements

This press release includes statements that may constitute forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, the accuracy of which are necessarily subject to risks, uncertainties, and assumptions as to future events that may not prove to be accurate. These statements include, but are not limited to, express or implied forward-looking statements relating to our expectations regarding the implications to Cognizant of the change in the chief executive officer, our strategy, competitive position and opportunities in the marketplace, growth of our business, and our anticipated financial performance. These statements are neither promises nor guarantees, but are subject to a variety of risks and uncertainties, many of which are beyond our control, which could cause actual results to differ materially from those contemplated in these forward-looking statements. Existing and prospective investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. Factors that could cause actual results to differ materially from those expressed or implied include general economic conditions, the competitive and rapidly changing nature of the markets we compete in, the competitive marketplace for talent and its impact on employee recruitment and retention, changes in the regulatory environment, including with respect to immigration and taxes, and the other factors discussed in our most recent Annual Report on Form 10-K and other filings with the Securities and Exchange Commission. Cognizant undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, except as may be required under applicable securities law.

About Non-GAAP Financial Measures

To supplement our financial results presented in accordance with GAAP, this press release includes references to the following measures defined by the Securities and Exchange Commission as non-GAAP financial measures: constant currency revenue growth, Adjusted Operating Margin and Adjusted Diluted EPS. These non-GAAP financial measures are not based on any comprehensive set of accounting rules or principles and should not be considered a substitute for, or superior to, financial measures calculated in accordance with GAAP, and may be different from non-GAAP financial measures used by other companies. In addition, these non-GAAP financial measures should be read in conjunction with our financial statements prepared in accordance with GAAP.

Adjusted Operating Margin and Adjusted Diluted EPS exclude unusual items. Adjusted Diluted EPS excludes unusual items such as the effect of recognition in the third quarter of 2022 of an income tax benefit related to a specific uncertain tax position that was previously unrecognized in our prior year consolidated financial statements, net non-operating foreign currency exchange gains or losses and the tax impact of all the applicable adjustments. The income tax impact of each item excluded from Adjusted Diluted EPS is calculated by applying the statutory rate and local tax regulations in the jurisdiction in which the item was incurred. Constant currency revenue growth is defined as revenues for a given period restated at the comparative period's foreign currency exchange rates measured against the comparative period's reported revenues.

Management believes providing investors with an operating view consistent with how we manage the Company provides enhanced transparency into our operating results. For our internal management reporting and budgeting purposes, we use various GAAP and non-GAAP financial measures for financial and operational decision-making, to evaluate period-to-period comparisons, to determine portions of the compensation for our executive officers and for making comparisons of our operating results to those of our competitors. Accordingly, we believe that the presentation of our non-GAAP measures can provide useful supplemental

information to our management and investors regarding financial and business trends relating to our financial condition and results of operations.

A limitation of using non-GAAP financial measures versus financial measures calculated in accordance with GAAP is that non-GAAP financial measures do not reflect all of the amounts associated with our operating results as determined in accordance with GAAP and may exclude costs that are recurring such as our net non-operating foreign currency exchange gains or losses. In addition, other companies may calculate non-GAAP financial measures differently than us, thereby limiting the usefulness of these non-GAAP financial measures as a comparative tool. We compensate for these limitations by providing specific information regarding the GAAP amounts excluded from our non-GAAP financial measures to allow investors to evaluate such non-GAAP financial measures.

Investor Relations Contact:

Tyler Scott
VP, Investor Relations
+1 551-220-8246
Tyler.Scott@cognizant.com

Media Contact:

Jeff DeMarrais
VP, Corporate Communications
+1 475-223-2298
Jeff.DeMarrais@cognizant.com