

Anti-Corruption Compliance Exhibit

1. Definitions. For purposes of this Exhibit:
 - 1.1. “**Anti-Corruption Laws**” means all applicable laws and regulations prohibiting bribery, corruption, kickbacks, or similar unlawful or unethical conduct, including, without limitation, the U.S. Foreign Corrupt Practices Act (“FCPA”), the UK Bribery Act 2010, the India Prevention of Corruption Act of 1988, and laws implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.
 - 1.2. “**Government Entity**” means any government or government division; any department, agency, or instrumentality of such a government or organization; any political party; or any company or entity owned or controlled by or acting on behalf of any of the above.
 - 1.3. “**Government Official**” means: (a) any official (elected or appointed), officer, employee or person acting in an official or public capacity on behalf of a Government Entity; (b) any official or employee of a quasi-public organization or public international organization; (c) any person exercising legislative, administrative, judicial, executive, or regulatory functions for or pertaining to government (including any independent regulator); (d) any political party official, officer, employee, or other person acting for or on behalf of a political party; and (e) any candidate for public office.
 - 1.4. “**Facilitation Payment**” means an unofficial payment to any person, including a Government Official, the purpose of which is to expedite or to secure the performance of a routine governmental action. For purposes of this Agreement, this does not include official, lawful expediting payments.
 - 1.5. “**Subcontractor**” means any third party entity or person engaged by Supplier to execute the Agreement, including any agent, contractor, developer, lawyer, consultant, freight forwarder, or representative.
2. Compliance with Anti-Corruption Laws. Supplier agrees to comply with all Anti-Corruption Laws in performance of the Agreement.
3. No Improper Payments. Supplier agrees that no payments of money or anything of value will be offered, promised, paid, or authorized, in any way related to the Agreement, whether directly or indirectly, by Supplier, including any of its directors, officers, employees, or Subcontractor, to any person, including to any Government Official: (a) to improperly influence any official act or decision; (b) to induce a person to do or omit to do any act in violation of a lawful duty; (c) to secure any improper benefit, advantage, or favor for Cognizant or Supplier; or (d) that would otherwise constitute a bribe, Facilitation Payment, kickback, or other illegal payment or benefit.
4. No Government Official Ownership. Except as disclosed to Cognizant in writing, Supplier represents, warrants, and covenants that: (a) no Government Official with decision-making authority related in any way to this Agreement is or will be during the term of the Agreement directly or indirectly an owner or investor in Supplier; and (b) no Government Official has or will have during the term of the Agreement any substantial financial interest in the contractual relationship established by the Agreement.
5. No Benefits to Cognizant Employees. Supplier agrees that it will not provide anything of value to any Cognizant employee, directly or indirectly, including any gifts, entertainment, travel expenses, discounts or credits, employment, investment opportunities, honoraria, or other things of value, in each case to improperly influence the Cognizant employee.
6. Subcontractor. Supplier agrees to: (a) obtain written approval from Cognizant prior to retaining any Subcontractor likely to interact with a Government Entity or Government Official in connection with performance of the Agreement; (b) conduct risk-based, appropriate anti-corruption due diligence on any such Subcontractor prior to engaging subcontractor in connection with performance of the Agreement; (c) maintain documentation of such due diligence; (d) ensure the anti-corruption provisions in this Exhibit flow down to any such Subcontractor in a written format; and (e) make available to Cognizant records relating to Subcontractor compliance with this Exhibit.
7. Restrictions on Gifts, Hospitality, Contributions, & Donations. Supplier agrees to obtain written approval from Cognizant prior to making, offering, giving, or authorizing, directly or indirectly, anything of value, including a political contribution, charitable donation, gift, entertainment, or hospitality, to or at the request of a Government Official in any way related to the Agreement.
8. Payments to Government Entities. Supplier agrees: (a) to the extent available, to make any payment to a Government Entity related to the Agreement through a valid bank account or credit card registered in Supplier’s name and via an online, official website of the Governmental Entity; (b) to obtain and provide to Cognizant a valid, official receipt issued by the relevant Governmental Entity for any such payments, to the extent available; and (c) where Supplier is unable to comply with Provisions 8(a) or 8(b), to obtain explicit prior consent from Cognizant.
9. Expense Reimbursements Requirements. Supplier agrees to: (a) obtain written approval from Cognizant prior to incurring any expenses for which Supplier will seek reimbursement from Cognizant (other than expenses for which the Agreement explicitly provides for reimbursement); (b) provide detailed description of services rendered in connection with the expense re-imbusement request; and (c) maintain and provide to Cognizant appropriate receipts and supporting documentation for any expenses for which reimbursement is sought. Cognizant will not reimburse any expenses without appropriate description of services and documentation.
10. Accuracy of Books and Records / Cooperation with Audit Activities. Supplier agrees (if applicable) that: (a) it will maintain accurate and complete books and records, in reasonable detail, of all activities related to the Agreement and its relationship with Cognizant, including its receipts and expenses having to do with the Agreement, in accordance with applicable accounting principles; and (b) it will make such books and records available for review by Cognizant, or by an independent party agreed upon by Supplier and Cognizant, at Cognizant’s reasonable request.



11. Training. Supplier agrees that within 30 days of execution of the Agreement, it will require personnel involved in performing the Agreement to take Cognizant's Anti-Corruption Compliance Training available at: <https://www.cognizant.com/legal/documents/cognizant-vendor-anti-corruption-compliance.pdf>.

12. Periodic Anti-Corruption Compliance Certifications. Supplier agrees periodically to execute upon Cognizant's request an anti-corruption certification confirming compliance with the Anti-Corruption Laws and the anti-corruption compliance provisions set forth in this Exhibit or elsewhere in the Agreement.

13. Obligation to Advise. Supplier agrees to inform Cognizant immediately if it becomes aware of: (a) any credible evidence or allegation of any violation of any Anti-Corruption Law by Supplier or any Subcontractor; (b) any credible evidence or allegation of any breach of Provision 3 of this Exhibit; or (c) any development during the term of the Agreement that in any way makes inaccurate or incomplete the representations, warranties, and covenants in this Exhibit. Reports can be sent by e-mail to chiefcomplianceofficer@cognizant.com; by fax to 201.801.0243; by mail to Cognizant Technology Solutions, Attn: Chief Ethics & Compliance Officer, 500 Frank W. Burr Blvd, Teaneck, NJ 07666; or via Cognizant's Compliance Helpline at www.cognizant.com/compliance-helpline.

14. Breach and Termination. If Supplier breaches any representation, warranty, or covenant related to the anti-corruption compliance provisions in this Exhibit or otherwise contained in the Agreement, Cognizant shall have, in addition to any other rights and remedies available to it, the right to unilaterally and immediately terminate the Agreement without any obligation to provide further payments to Supplier regardless of whether such payments were for services rendered by Supplier.

IN WITNESS WHEREOF, Cognizant and Supplier have caused this Anti - Corruption Exhibit to be signed and delivered by their duly authorized officers, all as of the date herein below.

Cognizant: <<please fill in the complete entity name>>	Supplier: <<Please provide the complete entity name of Supplier>>
Registered Office:	Registered Office:
Signatures;	
Print Name:	Print Name:
Title:	Title:
Date:	Date: