



GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (“**General Terms**”) govern the relationship between Supplier and Cognizant. Cognizant desires to engage Supplier to perform Services and/or provide Goods as set out in the Purchase Order referencing and incorporating these General Terms.

1. INTERPRETATION

In the Agreement, unless the context otherwise requires: (a) the singular includes the plural and vice versa and words importing a gender include other genders; (b) a reference to the Agreement is a reference to the Agreement, its schedules, and Purchase Order (and any other document incorporated into such documents) as novated, altered or replaced from time to time; and (c) a reference to a person includes a partnership or a body whether corporate or otherwise.

2. DEFINITIONS

Unless defined elsewhere in the Agreement, the capitalized terms should have the meaning ascribed hereunder:

“**Agreement**” means the Purchase Order governed by these General Terms, including any Special Terms or other documents incorporated into the Purchase Order and/or these General Terms.

“**Cognizant**” means the entity defined as such in the applicable Purchase Order or the entity signing these General Terms, as applicable.

“**Confidential Information**” means any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by Cognizant and/or its affiliates in connection with the efforts contemplated hereunder, including: (a) all trade secrets; (b) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto; (c) information relating to business plans, sales or marketing methods and customer lists or requirements; and (d) any personnel and/or employee related information of Cognizant or its affiliates .

“**Force Majeure Event**” means any acts such as fire, flood, earthquake, embargo, acts of civil or military unrest, epidemics, pandemics, war, riots or any other similar cause that are beyond the non-performing party’s reasonable control.

“**Goods**” means those products and goods as detailed under the Purchase Order.

“**Purchase Order**” means the ordering document for Goods or Services that references these General Terms.

“**Services**” means those service(s) as further defined and/or described under the Purchase Order.

“**Special Terms**” means any additional terms and conditions that shall govern the supply of Services and/or Goods, to which reference shall be made in the Purchase Order or hereinafter, where appropriate.

“**Supplier**” means the entity defined as such in the applicable Purchase Order or the entity signing these General Terms, as applicable.

3. ORDER OF PRECEDENCE, ORDER, ACKNOWLEDGEMENT AND CHANGE ORDER

3.1 If there is any inconsistency between the provisions of the Agreement, the provision in the higher ranked document listed below (shown in descending order) will prevail:

- (a) General Terms;
- (b) Special Terms;
- (c) Purchase Order; and
- (d) Any document incorporated by reference.

4. AUDIT

Supplier will maintain complete and accurate records, in accordance with standard accounting practices, relating to Goods/Services and to expenses incurred in connection therewith. Upon request, Supplier will provide Cognizant access to such billing and expense records relating to Goods/Services provided under the Agreement during normal business hours and will retain such records for a minimum of two (2) years from the date of final payment for Goods/Services covered by each Purchase Order.

5. REPRESENTATION AND WARRANTIES

5.1 Supplier represents, warrants and covenants that: (a) it has all necessary rights, licenses and permits required to perform its obligations and grant the rights granted under the Agreement; (b) Goods/Services shall conform to and perform to the applicable Purchase Order, business requirements, specifications and are free from any defects in design, material and workmanship; (c) it shall comply at all times with all applicable laws, codes, and regulations including the U.S. Foreign Corrupt Practices Act and applicable anti-corruption laws and Exhibit A; (d) it will, at all times, comply with applicable Cognizant policies and procedural standards, including, but not limited to, all security provisions in effect at Cognizant; (e) it will not use Cognizant’s name, logo and trademark in any promotional materials or other communications with third parties without the prior written consent of Cognizant; (e) Goods/Services will not infringe the copyrights, trademarks, patents, trade secrets or other intellectual property rights, privacy or similar rights of any person or entity; (f) no actions have been brought or are likely to be brought against it that could prevent Supplier from performing its obligations under this Agreement; and (g) it shall not use any information, including without limitation, Cognizant’s employee related information which has been received by Supplier or Supplier having access to such information during the course of providing Goods or performing Service under the Agreement, for any other purpose other than as explicitly stated under the Agreement.

5.2 If any of Goods/Services fails to meet the warranties set out above, Supplier will promptly and in accordance with the service levels set out in an applicable Purchase Order, in addition to other remedies available to Cognizant hereunder, re-perform Services and/or redeliver Goods, at no additional cost to Cognizant.

5.3 Except as otherwise expressly set out in the Agreement or each Purchase Order, neither Party makes any warranties, guarantees, or representations of any kind, express or implied.

6. INDEMNITIES

Supplier agrees to indemnify, defend and hold harmless Cognizant, its affiliates and their respective officers, directors, employees and agents, from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs and expenses of every nature (including attorney’s fees and expenses) arising out of breach of the terms of the Agreement, including, but not limited to: (a) bodily injury, death of any person, or damage to property resulting from the negligent or willful acts or omissions of Supplier; (b) labor or employment related claims by employees of Supplier arising out

of or relating to the provision of Goods/Services; (c) actions incurred by Cognizant based on any claim that any Goods/Services or other materials delivered under the Agreement or use thereof by Cognizant infringes or misappropriates any copyright, trade secret, or other proprietary or confidentiality right of any third party; (d) arising out of any actual or threatened breach by Supplier of its confidentiality or data protection obligations; (e) arising out of any breach by Supplier of its representation and warranties under this Agreement; (f) any claim based on the negligence, omissions or willful misconduct of Supplier or any Supplier's representatives; (g) arising out of any default or failure on the part of Supplier to make payment of dues or remittance to respective statutory authorities; and (h) imposed on or incurred by Cognizant due to any violation of applicable laws, rules and regulations by Supplier, including without limitation, breach of the U.S. Foreign Corrupt Practices Act and applicable Anti-Corruption Laws and Exhibit A.

7. CONFIDENTIALITY

7.1 Supplier shall: (a) hold all Confidential Information in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own confidential information of a similar nature, but not less than reasonable care; and (b) not use the Confidential Information for any purpose whatsoever except as expressly contemplated under the Agreement or any Purchase Order. Supplier shall only disclose the Confidential Information to those of its employees having a need to know such Confidential Information and shall take all reasonable precautions to ensure that its employees comply with the provisions of this Section 7.1.

7.2 The obligations of Supplier under Section 7.1 will not apply to information that Supplier can demonstrate: (a) was in its possession at the time of disclosure and without restriction as to confidentiality; (b) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of the Agreement or other wrongful act by Supplier; (c) has been received from a third party without restriction on disclosure and without breach of agreement by Supplier; or (d) is independently developed by Supplier without regard to the Confidential Information. In addition, Supplier may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that Supplier: (a) gives Cognizant reasonable written notice to allow Cognizant to seek a protective order or other appropriate remedy; (b) discloses only such Confidential Information as is required by the governmental entity; and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

8. LIMITATION OF LIABILITY

8.1 In no event shall Cognizant be liable to Supplier or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the party) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if Cognizant has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by Cognizant.

8.2 In no event shall Cognizant's liability to Supplier or any other person or entity arising out of or in connection with the Agreement exceed, in the aggregate: (a) the total fees payable by Cognizant to Supplier for Services properly performed for a six (6) month period immediately preceding the date on which such

liability arose; or (b) the total fees payable by Cognizant to Supplier under the applicable Purchase Order for Goods delivered.

9. ETHICS

9.1 Supplier agrees to perform its obligations under the Agreement with the highest ethical standards. Cognizant will not do business with any entity or person where Cognizant believes that: (a) payoffs or similar improper or unethical practices are involved; or (b) the business is in violation of any laws, including, but not limited to local environmental, employment, child and forced labor, safety and Anti-Corruption Laws. Cognizant expects Supplier not to have a relationship with another entity or person, or engage in any activity that results or may result in a conflict of interest, or embarrassment to Cognizant, or harm to Cognizant's reputation. Supplier will be required to certify that it has no affiliation with Cognizant, or its officers, directors, or employees. If Supplier fails to comply in any respect with all of these requirements, then Cognizant may immediately and without liability terminate the Agreement.

9.2 Supplier represents, warrants and covenants that it has received and read Cognizant's Supplier Standards of Conduct, located at http://www.cognizant.com/InsightsWhitepapers/Supplier_Standards_of_Conduct.pdf and other policies located at <http://www.cognizant.com/company-overview/corporate-governance>, which are incorporated herein by reference. Supplier shall abide by Cognizant's Supplier Standards of Conduct and other policies as may be notified to the Supplier from time to time.

10. TERM AND TERMINATION

10.1 The Agreement shall commence on the Effective Date of the relevant Purchase Order and remain in effect until end of term or completion of the Services or delivery of Goods in accordance with the Purchase Order, or unless terminated earlier by either party in accordance with this Section 10.

10.2 The Agreement may be terminated by: (a) Cognizant upon written notice to Supplier if Supplier commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach; or (b) either party immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors. In addition Cognizant may terminate the Agreement and/or any Purchase Order for any reason or no reason upon providing fifteen (15) days prior written notice to Supplier.

10.3 Upon termination of this Agreement, Supplier will deliver all return or destroy all Confidential Information as directed by Cognizant.

10.4 Any terms of the Agreement, which by its very nature should survive the termination or expiration of the Agreement, shall survive the termination or expiration of the Agreement.

10.5 Upon termination of this Agreement or upon Cognizant's request anytime during the term hereof, Supplier will (a) return or destroy all Confidential Information as directed by Cognizant and certify the return/destruction in writing to Cognizant, and (b) return any IT assets that Cognizant may have issued to the Supplier or Supplier personnel for performance of Services. In addition (if applicable for the scope of Services performed by Supplier), the Supplier will terminate the integration of its IT platform with Cognizant (and/or Cognizant's client IT platform, as applicable,) upon Cognizant's direction, either: (a) at the time of termination of this Agreement; or (b) when the need for such integration ceases and provide written confirmation to Cognizant. Supplier shall ensure that in the event of any Supplier personnel and/or subcontractor



exiting the engagement with Cognizant, for any reasons whatsoever, Supplier assumes the responsibility of returning to Cognizant any Cognizant IT asset allocated to such Supplier personnel and/or subcontractor.

11. FORCE MAJEURE

11.1 Neither party shall be liable for any delay or failure in performance of its obligations under this Agreement, to the extent such failure or delay is the actual and direct result of a Force Majeure Event, provided, however, that the foregoing will apply with respect to a party only to the extent such causes precluded such party's performance of its obligations hereunder, and could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans or other means, including, in the case of Supplier, adherence to Supplier's obligations with respect to compliance with any disaster recovery plans as set forth in this Agreement or any PO or otherwise in writing. For the avoidance of doubt, Force Majeure Event shall not include labor disputes or strikes, the unavailability of materials, supplies, suppliers or utilities, power outage, sabotage, viruses, or lack of internet access, provided that the party whose performance is delayed by such occurrence could have reasonably circumvented the delay or failure through the use of commercially reasonable alternate sources, work-around plans or other means. During the subsistence of Force Majeure Event, Cognizant will not be obligated to pay any charges to the Supplier for the affected Goods/Services.

11.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from its non-performance or observance of the affected obligation(s), for as long as such circumstances prevail and such party continues to attempt to recommence performance using best efforts without delay. The party suffering Force Majeure Event shall give prompt notice to the other party, giving details of the event, its consequences and what actions it proposed to alleviate the situation along with the duration to recover the impacted Services or delivery of Goods. The party so affected shall use all reasonable endeavors to mitigate the effect and alleviate the act or condition in question and shall promptly resume performance when the causes are removed.

11.3 If a Force Majeure Event causes a material failure or delay in the performance of any obligations for more than fifteen (15) consecutive calendar days, Cognizant may, at its election, and in addition to any rights Cognizant may have pursuant hereto procure such Goods/Services from an alternate source until the Supplier is again able to provide such Goods/Services. Cognizant shall deduct any amounts payable by Cognizant to the alternate source from the payments owed to the Supplier. Notwithstanding any other provision of this Section 11, a Force Majeure Event shall not relieve Supplier of its obligation relating to disaster recovery agreed in this Agreement, or any PO, or as otherwise agreed by the parties in writing, within the time period described therein.

11.4 In the event the Supplier's performance of the Services or delivery of Goods, is delayed or interrupted because of a Force Majeure Event for a period of fifteen (15) days or more, and such delay or interruption materially adversely impacts Cognizant's business and Supplier fails to provide a temporary alternative reasonably acceptable to Cognizant, Cognizant may in its sole discretion, for convenience without any ramp-down costs or early termination fees: (i) terminate the Agreement with immediate effect; or (ii) terminate the affected portion of the Services by providing Supplier with written notice of termination without any further obligations.

12. COMPLIANCE WITH LAWS

12.1 Supplier will comply with all applicable laws including U.S. and International federal, state, and local laws and regulations, including, but not limited to, all applicable employment, tax, environment, export and import laws, regulations, orders, and policies.

12.2 If the goods include hazardous materials, Supplier represents and warrants that Supplier understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials and has properly communicated in writing such risks to the proper Cognizant personnel prior to delivery of the goods, including the appropriate handling and transportation of such hazardous materials.

12.3 Upon Cognizant's request, Supplier will promptly provide Cognizant with a statement of origin for all goods and, if applicable, United States Customs documentation for goods wholly or partially manufactured outside of the United States.

13. MISCELLANEOUS

13.1 The relationship between the parties shall be on a Principal-to-Principal basis and does not create and shall not deem to create any Principal and Agent relationship or Employer-Employee relationship. The Supplier shall not by any acts, deeds or otherwise represent to any person that the Supplier are representing or acting on behalf of Cognizant.

13.2 The Agreement is not exclusive. Cognizant is free to engage others to perform services or provide goods that are the same as or similar to Supplier's. Supplier is free to, and is encouraged to, advertise, offer and provide Supplier's services and/or goods to others; provided however, that Supplier does not breach this Agreement.

13.3 Supplier shall not subcontract, assign or otherwise transfer any of its rights, duties or obligations under the Agreement.

13.4 The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees.

13.5 The Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of the parties.

13.6 If any provision in the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from the Agreement and the remaining provisions will continue in full force.

13.7 Any waiver or consent from Cognizant, if any granted, shall be in writing only and no implied waiver and/or consent shall be presumed for any purpose(s) of the Agreement and/or the Purchase Order. No waiver by Cognizant, if any granted, of any breach, default or violation of any term, warranty, representation, covenant, condition or provision of the Agreement and/or any Purchase Order shall constitute a waiver by Cognizant of any subsequent breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision.

13.8 The Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the parties with the same effect as if all the signatures were upon the same instrument. 13.9 All notices required under the Purchase Order will be given in writing to the other party and delivered by registered mail, international air courier, facsimile, or the equivalent. Notices will be effective when received as indicated on



the facsimile, registered mail, or other delivery receipt. All notices will be given by one party to the other at its address stated on the first page of the Purchase Order unless a change previously has been given to the party giving the notice.

13.10 ANTI – CORRUPTION

In performing its obligations under the Agreement, Supplier shall comply with all applicable laws, statutes and regulations including, but not limited to, those prohibiting bribery, corruption, kickbacks, or similar unlawful or unethical conduct, including, without limitation U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010; and shall have and maintain in place throughout the term of this Agreement such policies and procedures as are reasonable to prevent the prohibited activity above.



IN WITNESS WHEREOF, Cognizant and Supplier have caused this Agreement 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: