

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

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31 , 2024

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission File Number 0-24429

COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION

(Exact Name of Registrant as Specified in Its Charter)

Delaware  
(State or Other Jurisdiction of  
Incorporation or Organization)

13-3728359  
(I.R.S. Employer  
Identification No.)

300 Frank W. Burr Blvd.  
Teaneck , New Jersey 07666

(Address of Principal Executive Offices including Zip Code)

Registrant's telephone number, including area code: ( 201 ) 801-0233

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

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

☒ Yes ☐ No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

☐ Yes ☒ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (\$232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	<input checked="" type="checkbox"/>	Accelerated Filer	<input type="checkbox"/>
Non-accelerated Filer	<input type="checkbox"/>	Smaller Reporting Company	<input type="checkbox"/>
		Emerging Growth Company	<input type="checkbox"/>

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. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to \$240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). ☐ Yes ☒ No

The aggregate market value of the registrant's voting shares of common stock held by non-affiliates of the registrant on June 30, 2024, based on \$68.00 per share, the last reported sale price on the Nasdaq Global Select Market of the Nasdaq Stock Market LLC on that date, was \$ 33.7 billion.

The number of shares of Class A common stock, \$0.01 par value, of the registrant outstanding as of February 7, 2025 was 494,615,514 shares.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference into the Annual Report on Form 10-K: Portions of the registrant's definitive Proxy Statement for its 2025 Annual Meeting of Stockholders are incorporated by reference into Part III of this Report.

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## GLOSSARY

Defined Term	Definition
10b5-1 Plan	Trading plan adopted pursuant to Rule 10b5-1 under the Exchange Act
2009 Incentive Plan	Cognizant Technology Solutions Corporation Amended and Restated 2009 Incentive Compensation Plan
2017 Incentive Plan	Cognizant Technology Solutions Corporation 2017 Incentive Award Plan
2023 Incentive Plan	Cognizant Technology Solutions Corporation 2023 Incentive Award Plan
Adjusted Diluted EPS	Adjusted diluted earnings per share
AI	Artificial Intelligence
APA	Advance Pricing Agreement
ASC	Accounting Standards Codification
CC	Constant Currency
CE	Continental Europe
CEO	Chief Executive Officer
CFO	Chief Financial Officer
CIO	Chief Information Officer
CITA	Commissioner of Income Tax (Appeals) in India
CMT	Communications, Media and Technology
CODM	Chief Operating Decision Maker
CPI	Consumer Price Index
Credit Agreement	Credit agreement with a commercial bank syndicate dated April 18, 2024, as amended
CSO	Chief Security Officer
CTS India	Our principal operating subsidiary in India
DevOps	Agile relationship between development and IT operations
DOJ	United States Department of Justice
DSO	Days Sales Outstanding
DTSA	Defend Trade Secrets Act
EPS	Earnings Per Share
ESG	Environmental, social and corporate governance
EU	European Union
EU AI Act	European Union Artificial Intelligence Act
EVP	Executive Vice President
Exchange Act	Securities Exchange Act of 1934, as amended
FCPA	Foreign Corrupt Practices Act
FS	Financial Services
GAAP	Generally Accepted Accounting Principles in the United States of America
GCCs	Global Capability Centers
GenAI	Generative Artificial Intelligence
High Court	Madras, India High Court
HR	Human Resources
HS	Health Sciences
India Defined Contribution Obligation	Certain statutory defined contribution obligations of employees and employers in India
IP	Intellectual property
IoT	Internet of Things
IRS	Internal Revenue Service
ISO/IEC 27001	An international standard for information security management

<b><u>Defined Term</u></b>	<b><u>Definition</u></b>
IT	Information Technology
ITAT	Income Tax Appellate Tribunal in India
ITD	Indian Income Tax Department
NA	North America
Nasscom	National Association of Software and Services Companies
Ninth Circuit	United States Court of Appeals for the Ninth Circuit
NIST	National Institute of Standards and Technology
OECD	Organization for Economic Cooperation and Development
PSU	Performance Stock Units
Purchase Plan	Cognizant Technology Solutions Corporation 2004 Employee Stock Purchase Plan, as amended
P&R	Products and Resources
Recently completed acquisitions	Acquisitions that were completed in the 12 months preceding the beginning of the reporting period (in order to identify the impact of such acquisitions for the first twelve months of ownership)
ROU	Right of Use
RoW	Rest of World
RSU	Restricted Stock Units
SCI	Supreme Court of India
SEC	United States Securities and Exchange Commission
Second Circuit	United States Court of Appeals for the Second Circuit
SG&A	Selling, general and administrative
SVP	Senior Vice President
Syntel	Syntel Sterling Best Shores Mauritius Ltd.
Tax Reform Act	Tax Cuts and Jobs Act
Term Loan	Unsecured term loan under the Credit Agreement
TISAX	Trusted Information Security Assessment Exchange
TriZetto	The TriZetto Group, Inc., now known as Cognizant Technology Software Group, Inc.
UK	United Kingdom
USDC-CDCA	United States District Court for the Central District of California
USDC-NJ	United States District Court for the District of New Jersey
USDC-SDNY	United States District Court for the Southern District of New York
Voluntary Attrition - Tech Services	Attrition metric that includes all voluntary separations with the exception of employees in our Intuitive Operations and Automation practice

## Forward Looking Statements

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The statements contained in this Annual Report on Form 10-K that are not historical facts are forward-looking statements (within the meaning of Section 21E of the Exchange Act) that involve risks and uncertainties. Such forward-looking statements may be identified by, among other things, the use of forward-looking terminology such as "believe," "expect," "may," "could," "would," "plan," "intend," "estimate," "predict," "potential," "continue," "should" or "anticipate" or the negative thereof or other variations thereon or comparable terminology, or by discussions of strategy that involve risks and uncertainties. From time to time, we or our representatives have made or may make forward-looking statements, orally or in writing.

Such forward-looking statements may be included in various filings made by us with the SEC, in press releases or in oral statements made by or with the approval of one of our authorized executive officers. These forward-looking statements, such as statements regarding our anticipated future revenues, operating margin, earnings, capital expenditures, impacts to our business, financial results and financial condition as a result of the competitive marketplace for talent and future attrition trends, anticipated effective income tax rate and income tax expense, liquidity, financing strategy, access to capital, capital return strategy, investment strategies, cost management, plans and objectives, investment in our business, potential acquisitions, industry trends, client behaviors and trends, the outcome of and costs associated with regulatory and litigation matters, the appropriateness of the accrual related to the India Defined Contribution Obligation, matters related to the Belcan acquisition and other statements regarding matters that are not historical facts, are based on our current expectations, estimates and projections, management's beliefs and certain assumptions made by management, many of which, by their nature, are inherently uncertain and beyond our control. Actual results, performance, achievements and outcomes could differ materially from the results expressed in, or anticipated or implied by, these forward-looking statements. There are a number of important factors that could cause our results to differ materially from those indicated by such forward-looking statements, including:

- economic and geopolitical conditions globally, in particular in the markets in which our clients and operations are concentrated;
- intense and evolving competition and significant technological advances that our service offerings must keep pace with in the rapidly changing markets we compete in;
- our ability to successfully use AI-based technologies in our client offerings and our own internal operations;
- our ability to attract, train and retain skilled employees, including highly skilled technical personnel and personnel with experience in key AI and digital areas and senior management to lead our business globally, at an acceptable cost;
- unexpected terminations of client contracts on short notice or reduced spending by clients;
- our ability to meet specified service levels or milestones required by certain of our contracts;
- our ability to achieve our profitability goals and maintain our capital return strategy;
- challenges related to growing our business organically as well as inorganically through acquisitions, and our ability to achieve our targeted growth rates;
- risks related to our NextGen program and the ultimate benefits of such program;
- legal, reputation and financial risks if we fail to protect client and/or our data from security breaches and/or cyber attacks;
- fluctuations in foreign currency exchange rates, or the failure of our hedging strategies to mitigate such fluctuations;
- the impact of future pandemics, epidemics or other outbreaks of disease, on our business, results of operations, liquidity and financial condition;
- the impact of climate change on our business;
- our ability to meet ESG expectations and ambitions;
- the effectiveness of our risk management, business continuity and disaster recovery plans and the potential that our global delivery capabilities could be impacted;
- restrictions on visas, in particular in the United States, UK and EU, or immigration more generally or increased costs of such visas or the wages we are required to pay employees on visas, which may affect our ability to compete for and provide services to our clients;
- risks related to anti-outsourcing legislation, if adopted, and negative perceptions associated with offshore outsourcing, both of which could impair our ability to serve our clients;
- risks and costs related to complying with numerous and evolving legal and regulatory requirements and client expectations in the many jurisdictions in which we operate;

- potential changes in tax laws, or in their interpretation or enforcement, failure by us to adapt our corporate structure and intercompany arrangements, or adverse outcomes of tax audits, investigations or proceedings;
- potential exposure to litigation and legal claims in the conduct of our business;
- risks related to infringement upon the IP rights of others or having our IP rights infringed upon; and
- the factors set forth in "[Part 1, Item 1A. Risk Factors](#)" in this report.

You are advised to consult any further disclosures we make on related subjects in the reports we file with the SEC, including this report in the sections titled " [Part I, Item 1. Business](#)," "[Part I, Item 1A. Risk Factors](#)" and "[Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations](#)." We undertake 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 laws.

PART I

Item 1. Business  
Overview

Cognizant is one of the world's leading professional services companies, engineering modern businesses and delivering strategic outcomes for our clients. We help clients modernize technology, reimagine processes and transform experiences so they can stay ahead in today's fast-changing world, where AI is beginning to reshape organizations in every field. We provide industry expertise and close client collaboration, combining critical perspective with a flexible engagement style. We tailor our services and solutions to specific industries with an integrated global delivery model that employs client service and delivery teams based at client locations and dedicated global and regional delivery centers. Our collaborative services include digital services and solutions, consulting, application development, systems integration, quality engineering and assurance, engineering research and development, application maintenance, infrastructure and security as well as business process services and automation. Digital, AI-enhanced services continue to be an important part of our portfolio, aligning with our clients' focus on becoming data-enabled, customer-centric and differentiated businesses.

Our purpose, vision and values are central to Cognizant's strategic approach. We have evolved our values to prioritize those that support our vision and enhance our ability to innovate and co-create with our clients.

About Cognizant

Our purpose

**Why we exist**

We engineer modern businesses to improve everyday life

Our vision

**What we aspire to achieve**

To become the preeminent technology services provider to the Global 2000- C-Suite

Our values

**How we work**



**Work as one**

We think beyond roles, relying on each other's strengths to win as a team



**Raise the bar**

We always aim for excellence in how we work and what we deliver



**Dare to innovate**

We push boundaries and take chances to reimagine what's possible



**Do the right thing**

We all lead with integrity and always make the ethical choice



**Own it**

We own the outcomes for our company, colleagues and community

In order to achieve this vision and support our clients, we are focusing on accelerating growth, becoming an employer of choice and simplifying our operations through modernization and an AI-enabled IT roadmap. In executing our strategy, we seek to drive organic growth through investments in our digital and AI capabilities across industries and geographies, including the extensive training and reskilling of our technical teams and the expansion of our local workforces in the United States and other markets around the world. Additionally, we pursue select strategic acquisitions to expand our talent, experience and capabilities in key technologies or in particular geographies or industries. In 2024, we acquired Belcan, a leading global supplier of engineering research & development services for the commercial aerospace, defense, space, marine and industrial verticals, and Thirdera, an Elite ServiceNow Partner specializing in advisory, implementation and optimization solutions related to the ServiceNow platform. See [Note 3](#) to our consolidated financial statements for additional information.

We are focused on expanding our partner ecosystem across a broad range of technology companies, including hyperscalers, cloud providers, enterprise software companies, best-in-class digital software enterprises and emerging start-ups. We believe this partner ecosystem will enable us to enhance our innovative, integrated offerings, by combining third-party products with our service solutions, to deliver enterprise-wide digital transformation.

## Reportable Business Segments

In 2024, we went to market across seven industry-based operating segments, which are aggregated into four reportable business segments:

- **Health Sciences (HS)** - This reportable business segment is comprised of a single operating segment of the same name.
- **Financial Services (FS)**
  - Banking
  - Insurance
- **Products and Resources (P&R)**
  - Retail and Consumer Goods
  - Manufacturing, Logistics, Energy and Utilities
  - Travel and Hospitality
- **Communications, Media and Technology (CMT)** - This reportable business segment is comprised of a single operating segment of the same name.

Beginning in 2025, we go to market across four industry-based operating segments, which will match our four reportable business segments - (i) Health Sciences (ii) Financial Services (iii) Products and Resources and (iv) Communications, Media and Technology. These changes reflect how the operating segments will be managed and reported to the CODM but will not affect the reportable segments' financial results.

Our clients seek to partner with service providers that have a deep understanding of their businesses, industry initiatives, customers, markets and cultures and the ability to create solutions tailored to meet their individual business needs. Across industries, our clients are confronted with the risk of being disrupted by nimble, digital-native competitors. Our clients increasingly feel the need to transform and are therefore redirecting their focus and investment to new operating models and embracing DevOps, AI and other key technologies that enable quick adjustments to shifts in their markets. We believe that our deep knowledge of our clients' businesses and the industries we serve has been central to our growth and high client satisfaction, and we continue to develop and deploy our client-centric culture, innovating together to produce transformative outcomes.

Our HS segment consists of healthcare providers and payers, and life sciences companies, including pharmaceutical, biotech and medical device companies. Demand in this segment is driven by emerging industry trends, including the shift towards consumerism, outcome-based care, digital health and delivering seamless, patient-centered experiences. These trends result in increased demand for services that drive operational improvements in areas such as clinical development, pharmacovigilance and manufacturing, as well as claims processing, enrollment, membership and revenue cycle management. Demand is also created by the adoption and integration of digital technologies such as AI and predictive data analytics to improve clinical trial designs, data security, patient engagement and care outcomes.

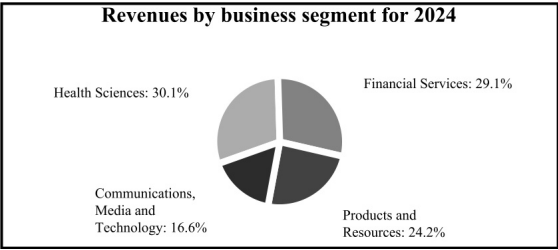
Our FS segment includes banking, capital markets, payments and insurance companies. Demand in this segment is driven by our clients' need to modernize legacy infrastructure and adopt digital technologies to serve their customers while complying with significant regulatory requirements and adapting to market changes. These technologies enable enhanced customer experience, through automation, analytics and AI-driven value creation in areas such as digital lending, hyper-personalized banking, fraud detection, underwriting and next-generation payments. Clients are also increasingly leveraging technology services partners as end-to-end orchestrators uniting hyperscalers, independent software vendors, fintech players, data providers, and enterprise and business process management platforms to deliver integrated solutions at scale and speed.

Our P&R segment includes manufacturers, automakers, retailers, consumer goods companies, and travel and hospitality companies, as well as businesses providing logistics, energy and utility services. Demand in this segment is driven by our clients' focus on improving the efficiency and sustainability of their operations; the enablement and integration of mobile platforms to support sales and customer experience enhancement initiatives; the generational shift from mechanical to software-defined, experience-driven vehicles; grid modernization to support a consumer-driven energy landscape that enables cleaner, more efficient energy use; and their adoption and integration of digital technologies, such as intelligent systems to manage supply chains and enhance overall customer experiences, and IoT to generate data and insights for factories, fleets, products and real estate companies.

Our CMT segment includes global communications, media and entertainment, education, information services and technology companies. Demand in this segment is driven by our clients' need for services related to digital content, business

process automation, AI adoption, operational efficiency, unified user experiences and the generation of new revenue streams. In response to this demand, our focus areas include network monetization, media supply chain transformation, product engineering, AI integration, verticalization, data modernization and customer experience design.

For the year ended December 31, 2024, the distribution of our revenues across our four reportable business segments was as follows:



The services we provide are distributed among a number of clients in each of our reportable business segments. The volume of work performed for specific clients may vary significantly from year to year. A loss of a significant client or a few significant clients in a particular segment could materially reduce revenues for that segment. The services we provide to our larger clients are often critical to their operations and termination of our services would typically require an extended transition period with gradually declining revenues.

See [Note 2](#) to our consolidated financial statements for additional information related to disaggregation of revenues by client location, service line and contract-type for each of our reportable business segments.

**Services and Solutions**

Our services include AI and other technology services and solutions, consulting, application development, systems integration, quality engineering and assurance, application maintenance, infrastructure and security as well as business process services and automation. Additionally, we develop, license, implement and support proprietary and third-party software products and platforms. Central to our strategy to align with our clients' need for continuous transformation is our sustained investment in new technologies, including new forms of AI, cloud, data modernization, automation, digital engineering and IoT. These capabilities enable clients to put AI at the core of their operations, improve the experiences they offer to their customers, tap into new revenue streams, automate operations, defend against digital- and AI-native competitors and reduce costs.

In most cases, our clients operate in hybrid technology environments, running critical new digital initiatives alongside essential legacy systems. In the AI era, our clients have an accelerated need to modernize their businesses, which has intensified demand for next-gen capabilities in AI, automation, digital commerce and secure distributed work. We believe our deep understanding of our clients' established systems and their digital ambitions provides us with a unique advantage as we work with them to architect solutions that are both transformative and practical.

Our services and solutions are organized into six integrated practices, which help us deliver these capabilities in ways that align with each client's specific transformation journey. These practices are Core Technologies and Insights, Enterprise Platform Services, Industry Solutions, Intuitive Operations and Automation, Software and Platform Engineering, and Cognizant Moment, our new digital experience practice. Our consulting professionals have deep industry-specific expertise and work closely across our practices to create intuitive operating models that leverage a wide range of technologies across our clients' enterprises to deliver higher levels of efficiency, new value for their customers and business outcomes that align to their industries.

**Core Technologies and Insights**

Our Core Technologies and Insights practice helps clients build agile and relevant organizations that apply the power of AI, cloud, data and IoT to help them perform better and innovate faster. Our clients can harness data securely in cloud-first architectures, enabling them to become highly resilient enterprises that are capable of quickly adapting to market dynamics. Areas of focus within this practice are:

- AI and analytics, which helps clients identify and adopt the best AI use cases for their enterprise and formulate actionable insights from unstructured data to drive a greater understanding of their customers and operations;
- Cloud, infrastructure and security, which helps simplify, modernize and safeguard IT environments, creating a solid foundation for AI innovation; and
- IoT, which enables the convergence of the physical and the digital in smart products.

**Enterprise Platform Services**

Our Enterprise Platform Services practice helps our clients transform multiple front- and back-office business processes, implementing enterprise-wide platforms that enable customer experience, customer relationship management, human capital management, supply chain management, enterprise resource planning and financial processes. Our services decrease time to market, drive efficiencies and deliver impactful experiences. Our clients can better share information, simplify IT processes, automate workflow and improve flexibility. This practice focuses on application services, which help enterprises engage their partner ecosystems more productively, and run their operations and financial organizations more efficiently while enabling improved employee and customer experiences. We work closely with partners including Adobe, Amazon Web Services, Cisco, Google, Microsoft, Oracle, Pegasystems, Salesforce, SAP, ServiceNow, Workday and many others.

**Industry Solutions**

Our Industry Solutions practice was established in 2023 as part of Cognizant's strategy to build differentiation at the industry level. The practice integrates industry technologists and thought leaders specialized in vertical micro-segments. These teams work with specialized partners to develop industry-specific products and services that enable clients to improve productivity, increase operational excellence and accelerate innovation.

**Intuitive Operations and Automation**

Our Intuitive Operations and Automation practice helps clients build and run modern operations through two main vehicles: AI-led automation, which includes advisory and process and IT automation solutions designed to simplify and accelerate automation adoption, and business process outsourcing services, which help deliver business outcomes including revenue growth, increased customer and employee satisfaction and cost savings. Our automation advisory, implementation and managed services experts partner with clients to transform end-to-end processes, design and manage the next-generation human and digital workforce, enable seamless experiences and achieve multi-fold productivity increases. Our technology-driven business process outsourcing services help clients transform and run functions and industry-specific processes such as finance and accounting, omni-channel customer care, loan origination, annotation services, location-based services and medical data management.

**Software and Platform Engineering**

Our Software and Platform Engineering practice helps clients develop modern enterprises through digital software engineering products, services and solutions that support optimization and modernization of their IT estates and deliver new value for their customers. This practice manages delivery platforms that enable enterprise transformation at scale and accelerate the wide use of generative AI in the enterprise. Our clients can leverage data, technologies and our digital engineering, design and product development capabilities to build world-class experiences, and a responsive, agile and intuitive framework for continuous innovation. Areas of focus are:

- Digital engineering, which delivers modern business software;
- Application development and management, which improves or reimagines applications; and
- Quality engineering and assurance, which helps clients build and run the highest quality software.

### **Digital Experience Services (Cognizant Moment)**

Established in 2024, Cognizant Moment is our digital experience practice, designed to help clients leverage the power of AI to reimagine customer experiences and engineer innovative strategies aimed at driving growth. Cognizant Moment delivers intelligent ecosystem orchestration, connecting experiences as well as their underlying data, technology and operations across the entire enterprise. This approach enables clients to leverage generative AI's content generation capabilities alongside human ingenuity to innovate and differentiate by informing and automating processes, and creating dynamic, hyper-personalized experiences for their customers.

### **Global Delivery Model**

We operate in an integrated global delivery model, with delivery centers worldwide to provide our full range of services to our clients. Our model leverages methodologies, tools, AI and other enablers to optimize delivery by enhancing people's capabilities through technology. We continue to modernize our delivery operations through lean processes, increased automation and integrated, AI-infused systems. Our employees are deployed at client sites, local or in-country delivery centers, regional delivery centers and offshore delivery centers, as required to best serve our clients. Our extensive facilities, technology and communications infrastructure are designed to enable the effective collaboration of our global workforce across locations and geographies.

### **Competition**

The markets for our services are highly competitive, characterized by a large number of participants and subject to rapid change. Competitors may include systems integration firms, contract programming companies, application software companies, cloud computing service providers, traditional consulting firms, professional services groups of computer equipment companies, infrastructure management companies, outsourcing companies, boutique digital companies and clients' in-house technology resources, such as GCCs. Our direct competitors include, among others, Accenture, Atos, Capgemini, CGI, Deloitte Digital, DXC Technology, EPAM Systems, Genpact, HCL Technologies, IBM Consulting, Infosys Technologies, Tata Consultancy Services and Wipro. In addition, we compete with numerous smaller local companies in the various geographic markets in which we operate. For additional information, see [Part I, Item 1A. Risk Factors](#).

The principal competitive factors affecting the markets for our services include the provider's reputation and experience, strategic advisory capabilities, digital services capabilities, performance and reliability, responsiveness to customer needs, financial stability, corporate governance and competitive pricing of services. Accordingly, we rely on the following to compete effectively:

- investments to scale our AI capabilities;
- our recruiting, training and retention model;
- an entrepreneurial culture and approach to our work;
- a broad client referral base;
- investment in process improvement and knowledge capture;
- our global delivery model;
- financial stability and good corporate governance;
- continued focus on responsiveness to client needs, quality of services and competitive prices; and
- project management capabilities and technical expertise.

### **Intellectual Property, Certain Trademarks, Trade Names and Service Marks**

We provide value to our clients based, in part, on our proprietary innovations, methodologies, software, reusable knowledge capital and other IP assets. We recognize the importance of IP and its ability to differentiate us from our competitors. Accordingly, we have made investments in protecting our IP, including areas directed at AI-related technologies. We seek IP protection for many of our innovations and rely on a combination of patent, copyright and trade secret laws, confidentiality procedures and contractual provisions to protect our IP. We have registered, and applied for the registration of, U.S. and international trademarks, service marks, and domain names to protect our brands, including our Cognizant brand, which is one of our most valuable assets. We own or are licensed under a number of patents, trademarks and copyrights of varying duration, relating to our products and services. We also have policies requiring our employees to respect the IP rights of others. While our proprietary IP rights are important to our success, we believe our business as a whole is not materially dependent on any particular IP right or any particular group of patents, trademarks, copyrights or licenses, other than our Cognizant brand.

Cognizant® and other trademarks appearing in this report are registered trademarks or trademarks of Cognizant and its affiliates in the United States and other countries. This Annual Report on Form 10-K also contains trademarks, trade names and service marks of other companies, which are the property of their respective owners. Solely for convenience, trademarks, trade names and service marks referred to in this Annual Report on Form 10-K may appear without the ®, ™ or SM symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights to these trademarks, trade names and service marks. We do not intend our use or display of other parties' trademarks, trade names or service marks to imply, and such use or display should not be construed to imply a relationship with, or endorsement or sponsorship of us by, these other parties.

## Our People and Culture

Cognizant is a people-centric company, with a distinct culture that is highly collaborative, innovative and supportive. We aim to be the employer of choice in our industry and for our people to feel motivated, engaged, included and empowered to do their best work through meaningful careers.

We had approximately 336,800 employees at the end of 2024, with 241,500 in India, 42,800 in North America, 15,700 in Continental Europe, 8,200 in the United Kingdom and 28,600 in various other locations throughout the rest of the world. As of December 31, 2024, women represented approximately 38% of our workforce.

We utilize subcontractors to provide additional capacity and flexibility in meeting client demand, though the number of subcontractors has historically been immaterial relative to our employee headcount. We are not party to any significant collective bargaining agreements. Globally, we balance the portion of our employees that rely on visas with consideration of the needs of our business to fulfill client demand and the risks to our business, including the costs associated with and ability to staff employees on visas to work in-country. For additional information, see [Part I, Item 1A. Risk Factors](#).

- **Culture and experience:** Our vibrant culture is a key differentiator. We work intentionally to create a global community that is high energy, collaborative, inclusive and innovative.
  - Our people are guided by our core values, which we refreshed in 2024 based on input from employees and others: work as one, raise the bar, dare to innovate, do the right thing and own it.
  - Employees are encouraged to embrace a spirit of innovation and entrepreneurship: our grassroots Bluebolt program enables any employee to submit ideas for implementation with clients or internally.
  - Our global affinity groups available to all employees, learning courses on leadership, and leader guides to create thriving teams help to ensure our people feel respected and comfortable bringing their unique talents to shape stronger outcomes for clients.
  - Our employees are passionate about volunteerism: in 2024, over 47,000 employees gave their time and talents to causes such as community skilling and education.
- **Employee engagement and retention:** We prioritize listening to our people and enhancing the employee experience to ensure our employees feel heard, valued and supported in their roles.
  - We conduct an annual engagement survey to collect employee feedback. After each survey, we report and act upon results, and people managers build action plans for improvement.
  - We regularly assess retention. For the years ended December 31, 2024 and 2023, our Voluntary Attrition - Tech Services was 15.9% and 13.8%, respectively.
  - We're recognized as a top employer by leading organizations based on the experiences and real feedback of our people. In 2024, this included: Great Place to Work® Certification™ in 20 countries representing approximately 85% of our population, America's Greatest Workplaces from Newsweek, The American Opportunity Index 2024 Employer of Choice, Forbes World's Best Employers, Work Wellbeing 100, Time's World's Best Companies 2024, LinkedIn Top Companies in India, among others.
- **Continuous upskilling:** Learning is at the core of our business. From pre-employment to experienced practitioners, our award-winning learning ecosystem enables all levels of our workforce to stay on the leading edge of technology and acquire new skills that power their career growth.
  - In 2024, more than 277,000 employees acquired at least one skill through our learning ecosystem.
  - In addition to digital skills, we prioritize generative AI skill building – more than 168,000 associates, including 1,700 leaders, have taken generative AI trainings in 2024, including through Cognizant's Synapse program.

– We provide a learning marketplace and tailored learning journeys to employees based on market trends, current skills and employee interests.

- **Career and talent development:** We seek to enable our people to build unique and varied careers with Cognizant, and to empower them to shape their paths.
  - We encourage regular role movement and career growth and progression through an internal job move program, a talent marketplace and promotions.
  - As part of our talent review and performance processes, managers and employees have regular career developmental conversations.
  - We build our leadership pipeline and capability at all levels through leadership development initiatives, assessments based on our leadership competencies, multi-stakeholder feedback, coaching, accelerated programs, partnerships with leading universities and more. Our training programs for leaders aim to enhance skills that support an inclusive environment.
- **Total rewards:** Cognizant's total rewards are designed to reward employees through compensation, benefits, and recognition programs and support their physical, mental and financial wellbeing both inside and outside of work.
  - Our comprehensive portfolio includes compensation programs, healthcare benefits, risk protection coverage, overall wellbeing and family care, tax savings programs, income protection, retirement and financial planning resources, time off programs, recognition and more.
  - We promote awareness and ensure access to mental health support through on-demand mental health training, wellbeing events, and free counseling sessions via our Employee Assistance Program, among other initiatives. Additionally, Cognizant's mental health ally network has hundreds of trained and certified employees who provide peer-to-peer support.
  - Cognizant's recognition program includes an internal social platform that celebrates service milestones and enables leader-initiated and peer-to-peer awards for both non-monetary and monetary appreciation. We also support creating a culture of recognition through manager guides, engagement toolkits, funds for team celebrations and more.

## Governmental Regulation

As a result of the size, breadth and geographic diversity of our business, our operations are subject to a variety of laws and regulations in the jurisdictions in which we operate, including with respect to import and export controls, temporary work authorizations or work permits and other immigration laws, content requirements, trade restrictions, tariffs, taxation, anti-corruption, the environment, government affairs, internal and disclosure control obligations, data privacy, intellectual property, employee and labor relations. For additional information, see [Part I, Item 1A. Risk Factors](#) as well as the "Business Outlook" section within [Part I, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, Executive Summary](#).

## Information About Our Executive Officers

The following table identifies our current executive officers:

Name	Age	Capacities in Which Served
Ravi Kumar S	53	Chief Executive Officer
Jatin Dalal	50	Chief Financial Officer
Balu Ganesh Ayyar	63	EVP and President, Intuitive Operations and Automation and Industry Solutions
Kathryn Diaz	55	EVP, Chief People Officer
Surya Gummati	48	EVP and President, Americas
John Kim	57	EVP, Chief Legal Officer, Chief Administrative Officer and Corporate Secretary
Robert Telesmanic	58	SVP, Controller and Chief Accounting Officer
Rajesh Varrier	55	EVP, Global Head of Operations, and Chairman and Managing Director, Cognizant India

Ravi Kumar Singiseti (also referred to as Ravi Kumar S or Ravi Kumar) has been our Chief Executive Officer since January 2023. Prior to joining Cognizant, Mr. Kumar was the President of Infosys, an Indian multinational technology company, where he led the Infosys Global Services Organization across all global industry segments from January 2016 to October 2022. While serving as President of Infosys, he also served as Chairman of the Board of various Infosys subsidiaries. Prior to such role, Mr. Kumar served in positions of increasing authority at PricewaterhouseCoopers, Cambridge Technology Partners, Oracle Corporation, Sapient and Infosys. He is a member of the Board of Directors of Transunion, where he is a member of the Compensation Committee and the Mergers, Acquisitions and Integration Committee. He is also on the Board of Directors for the U.S. Chamber of Commerce. Mr. Kumar has a bachelor's degree in engineering from Shivaji University and an MBA from Xavier Institute of Management, India.

Jatin Dalal has been our Chief Financial Officer since December 2023. Prior to joining Cognizant, Mr. Dalal served as Chief Financial Officer of Wipro Limited, a publicly traded multinational technology and services consulting company, from April 2015 to November 2023 and assumed additional responsibilities as President from December 2019 to November 2023. Previously, he held various leadership positions at Wipro, including CFO, IT Business from 2011 to 2015. He joined Wipro in 2002 from the General Electric Company, where he began his career in 1999. Mr. Dalal holds a bachelor's degree in engineering from the National Institute of Technology in Surat, India. He also has a postgraduate diploma in business administration with a specialization in finance and international business from Narsee Monjee Institute of Management Studies in Mumbai, India. In addition, Mr. Dalal is a Chartered Accountant (India), a Chartered Management Accountant (UK) and a Chartered Financial Analyst (USA). Mr. Dalal has earned an Advanced Computer Security Certificate from Stanford University. Mr. Dalal is also an alumnus of the Advanced Management Program of The Wharton School of the University of Pennsylvania.

Balu Ganesh Ayyar has been our Executive Vice President and President, Intuitive Operations and Automation since July 2022 and assumed additional responsibilities for Industry Solutions in April 2023. Previously, he was Executive Vice President and President, Digital Operations from August 2019 to June 2022. Prior to joining Cognizant, Mr. Ayyar was the CEO of Mphasis, a global IT services company listed in India, from 2009 to 2017. Prior to Mphasis, Mr. Ayyar spent nearly two decades with Hewlett-Packard, holding a variety of leadership roles across multiple geographies.

Kathryn (Kathy) Diaz has been our Executive Vice President, Chief People Officer since September 2023. She held the role on an interim basis from May 2023 to September 2023. Prior to being appointed Chief People Officer, Ms. Diaz served as SVP, Head of Global Total Rewards at Cognizant from July 2020 until September 2023. Prior to joining Cognizant in 2020, Ms. Diaz was VP, Total Rewards at Pearson, a multinational publishing and education company. She was the VP of Global Compensation, Global Mobility and HR Systems at PVH (the parent company of Calvin Klein and Tommy Hilfiger). Previously, Ms. Diaz spent over 20 years in a series of HR leadership positions at Merck & Co, Inc. She holds a bachelor's degree in accounting from Rider University and an MBA from Lehigh University.

Surya Gummadi has been our Executive Vice President and President, Americas since January 2023. He held the role on an interim basis from late June 2022 to January 2023. Prior to being appointed President of the Americas, Mr. Gummadi served as Senior Vice President of our Health Sciences business segment from April 2022 to January 2023, Senior Vice President and head of our Healthcare business from July 2020 to April 2022, Vice President and market leader of our Healthcare business from February 2020 to July 2020 and Vice President and market head for our Health Plans business from October 2017 to February 2020. Prior to that, he served in a variety of roles during his more than 20-year tenure with Cognizant. He holds a degree in mechanical engineering from Indian Institute of Technology, Bombay.

John Kim has been our Executive Vice President, Chief Legal Officer, Chief Administrative Officer and Corporate Secretary since February 2024. Previously, he was Executive Vice President, General Counsel, Chief Corporate Affairs Officer and Secretary, holding this position from March 2021 to February 2024. Before March 2021, he served as our Senior Vice President and Deputy General Counsel, Global Commercial Contracts. Prior to joining Cognizant in 2019, Mr. Kim held a variety of senior leadership roles at Capgemini from January 2012 to November 2019, including Global Head of Big Deals. Prior to Capgemini, Mr. Kim served as U.S. Counsel for WNS Global Services from July 2009 to June 2011 and held a variety of leadership roles at Cendant Travel Distribution Services (now known as Travelport) from January 2001 to June 2006, including General Counsel and Chief Compliance Officer. He holds a bachelor's degree in English literature from Columbia University and obtained his law degree from Cornell Law School.

Robert Telesmanic has been our Senior Vice President, Controller and Chief Accounting Officer since January 2017, a Senior Vice President since 2010 and our Corporate Controller since 2004. Prior to that, he served as our Assistant Corporate Controller from 2003 to 2004. Prior to joining Cognizant, Mr. Telesmanic spent over 14 years with Deloitte & Touche LLP. Mr. Telesmanic has a Bachelor of Science degree from New York University and an MBA from Columbia University.

Rajesh Varrier has been our Executive Vice President, Global Head of Operations since September 2024 and assumed the role of Chairman and Managing Director, Cognizant India beginning October 2024. Prior to joining Cognizant in September 2024, Mr. Varrier held a number of positions at Infosys, an Indian multinational technology company, including serving as EVP, Global Head of Services from November 2023 to April 2024, EVP, Head of Operations Infosys Americas and Global Head of Digital Experience and Microsoft Practice from June 2023 to October 2023 and SVP, Global Head of Digital Experience and Microsoft Practice from April 2018 to June 2023. Prior to that, Mr. Varrier was CIO and Digital Officer for Aditya Birla Sun Life Insurance. Mr. Varrier is a member of the Nasscom Executive Council and a member of the Board of Directors of Cognizant Foundation India. Mr. Varrier holds a bachelor's degree in physics, and a postgraduate degree in Computer Engineering from the University of Mumbai.

None of our executive officers are related to any other executive officer or to any of our Directors. Our executive officers are appointed annually by the Board of Directors and generally serve until their successors are duly appointed and qualified.

### **Corporate History**

We began our IT development and maintenance services business in early 1994 as an in-house technology development center for The Dun & Bradstreet Corporation and its operating units. In 1996, we were spun off from The Dun & Bradstreet Corporation and, in 1998, we completed an initial public offering to become a public company.

### **Available Information**

We make our SEC filings available free of charge through our website at [www.cognizant.com](http://www.cognizant.com) as soon as reasonably practicable after we electronically file such material with, or furnish such material to, the SEC.

No information on our website is incorporated by reference into this Form 10-K or any other public filing made by us with the SEC. The SEC maintains an internet site at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC.

## Item 1A. Risk Factors

*Investing in our common stock involves a high degree of risk. You should carefully consider the risks described below in addition to the other information set forth in this Annual Report on Form 10-K, including “[Part II, Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations](#).” and our consolidated financial statements and related notes, before making an investment decision. The risks described below are not the only risks or uncertainties we face. The occurrence of any of the following risks or additional risks and uncertainties not presently known to us, or that we currently believe to be immaterial, could materially and adversely affect our business, financial condition, prospects, or results of operations. In such case, the trading price of our common stock could decline, and you may lose all or part of your original investment. Our actual results could differ materially from those anticipated in the forward-looking statements as a result of specific factors, including the risks and uncertainties described below.*

*Additionally, macroeconomic and geopolitical developments, including public health crises, escalating global conflicts, supply chain disruptions, labor market constraints, rising rates of inflation and high interest rates may amplify many of the risks discussed below to which we are subject. The extent of the impact of macroeconomic and geopolitical developments on our financial and operating performance depends significantly on the duration and severity of such macroeconomic and geopolitical developments, the actions taken to contain or mitigate their impact and any changes in client behaviors as a result thereof.*

### Risks Related to our Business and Operations

**Our results of operations could be adversely affected by economic and geopolitical conditions globally and in particular in the markets in which our clients and operations are concentrated.**

Global macroeconomic conditions have a significant effect on our business as well as the businesses of our clients. Volatile, negative or uncertain economic conditions have in the past and could in the future cause our clients to reduce, postpone or cancel spending on projects with us, making it more difficult for us to accurately forecast client demand and have available the right resources to profitably address such client demand, including as a result of inflation, higher interest rates, tightening of credit markets, trade disputes, recession or slowing growth, among others. For example, in 2024 some of our clients continued to reduce their discretionary spending in response to economic uncertainty, which negatively impacted our revenues. Clients may reduce demand for services quickly and with little warning, which may cause us to incur extra costs where we have employed more personnel than client demand supports. Further, our business depends on our ability to obtain payment from our clients of the amounts they owe us for the work we perform. Macroeconomic or geopolitical conditions, including inflationary pressures, trade disputes or other challenges could result in financial difficulties for our clients, which have in the past and could in the future cause clients to delay payments to us, request modifications to their payment arrangements or default on their payment obligations to us.

Our business is particularly susceptible to economic and political conditions in the markets where our clients or operations are concentrated. Our revenues are highly dependent on clients located in the United States and Europe, and any adverse economic, geopolitical or legal uncertainties or adverse developments, including due to the uncertainty related to the economic environment and inflation, natural or man-made disasters and extreme weather, geopolitical events and conflicts, labor or trade disputes or similar events, may cause clients in these geographies to reduce their spending and materially adversely impact our business. Many of our clients are in the financial services and healthcare industries, so any decrease in growth or significant consolidation in these industries or regulatory policies that restrict these industries may reduce demand for our services. Economic and political developments in India, where a significant majority of our operations and technical personnel are located, or in other countries where we maintain delivery operations, may also have a significant impact on our business and costs of operations. As a developing country, India has experienced and may continue to experience high inflation and wage growth, fluctuations in gross domestic product growth and volatility in currency exchange rates, any of which could materially adversely affect our cost of operations. Additionally, we benefit from governmental policies in countries that encourage foreign investment and promote the ease of doing business, such as tax incentives, and any change in policy or circumstances that results in the elimination of such benefits or degradation of the rule of law, or imposition of new adverse restrictions or costs on our operations could have a material adverse effect on our business, results of operations and financial condition.

**We face intense and evolving competition and our service offerings must keep pace with significant technological advances in the rapidly changing markets we compete in.**

The markets we serve and operate in are highly competitive, subject to rapid change and characterized by a large number of participants, as described in “[Part I, Item 1. Business-Competition](#).” We compete on the basis of reputation and experience, strategic advisory capabilities, digital services capabilities, performance and reliability, responsiveness to customer needs, financial stability, corporate governance and competitive pricing of services. The less we are able to differentiate our services

and solutions and/or clearly convey the value of our services and solutions, the more difficulty we have in winning new work in sufficient volumes and at our target pricing and overall economics. In addition to large, global competitors, we face competition in many geographic markets from numerous smaller, local competitors that may have more experience with operations in these markets, have well-established relationships with our desired clients, or be able to provide services and solutions at lower costs or on terms more attractive to clients than we can. Additionally, we face competition from clients' in-house technology resources, such as GCCs, which may provide a lower cost alternative to our services. Consolidation activity may also result in new competitors with greater scale, a broader footprint or vertical integration that makes them more attractive to clients as a single provider of integrated products and services. In addition, concurrent use by many clients of multiple professional service providers means that we are required to be continually competitive on the quality, scope and pricing of our offerings or face a reduction or elimination of our business. Competitors may also be willing, at times, to take on more risk or price contracts lower than us in an effort to enter the market or increase market share. If we are not able to supply clients with services that they deem superior and successfully apply current business models with market level pricing while managing discounts, we may lose business to competitors and face downward pressure on gross margins and profitability. Any inability to compete effectively would materially adversely affect our business, results of operations and financial condition.

Our relationships with our third-party alliance partners, who supply us with necessary components to the services and solutions we offer our clients, are also critical to our ability to provide many of our services and solutions that address client demands. Some of our third-party alliance partners are also clients or suppliers for our internal operations. There can be no assurance that we will be able to maintain such relationships or that such components will be available on the expected timelines or for anticipated prices. Among other things, such alliance partners may in the future decide to compete with us, form exclusive or more favorable arrangements with our competitors or otherwise reduce our access to their products, thereby impairing our ability to provide the services and solutions demanded by clients. Any performance failure on the part of our alliance partners, or the discontinuance by such alliance partners of services that we have relied on them to perform for our clients, could delay our performance or require us to engage alternative third parties to perform the services at our cost or to perform them ourselves, any of which could deprive us of potential revenue or adversely impact our profitability.

Our competitiveness also depends on our ability to continue to develop and implement services and solutions that anticipate and respond to rapid and continuing changes in technology to serve the evolving needs of our clients. Examples include digital-, cloud- and security-related offerings, AI, augmented reality, automation, blockchain, IoT, quantum and edge computing, digital engineering and manufacturing and as-a-service solutions, among others, which are continually evolving. If we do not sufficiently invest in new technologies, successfully adapt to industry developments and changing demand, develop new tools and platforms that meet our clients' productivity expectations and evolve and expand our business at sufficient speed and scale to keep pace with the demands of the markets we serve, we may be unable to develop and maintain a competitive advantage and execute on our growth strategy, which would materially adversely affect our business, results of operations and financial condition. Some of these technological changes have reduced or replaced the demand for some of our historical services and solutions and will continue to do so in the future. In addition, our clients may delay spending under existing contracts and engagements or delay entering into new contracts while evaluating new technologies. Such reductions, replacements and delays can negatively impact our results of operations if we are unable to adapt our pricing or the pace and level of spending on new technologies is not sufficient to make up any shortfall. Further, as we expand into these areas, we may be exposed to operational, legal, regulatory, ethical, technological and other risks specific to such new areas, which may negatively affect our reputation and demand for our services and solutions.

**Our use of AI technologies may not be successful and may present business, financial, legal, and reputational risks.**

We expect the proliferation of AI will have a significant impact on our industry, and we believe our ability to compete in this space will be critical to our financial performance. We increasingly use AI-based technologies, including GenAI, in our client offerings and our own internal operations. We have incurred and plan to continue to incur significant development and operational costs to build and support our AI capabilities, including costs to ensure ongoing compliance with the complex and rapidly evolving legal landscape around AI and automation. If we fail to develop and implement AI solutions that meet our internal and client needs or if we are unable to bring AI-enabled solutions to market as effectively or with the same speed as our competitors, we may fail to recoup our investments in AI and our financial performance, competitive position, business and reputation may be adversely impacted.

AI technology and services are part of a highly competitive and rapidly evolving market. We face significant competition from our traditional competitors as well as other third parties, including those that are new to the market, and our clients may develop their own AI-related capabilities. Some services that we historically performed for our clients have been and will continue to be replaced by AI or other forms of automation, including our own AI-enabled client offerings. Each of the foregoing may lead to reduced demand for our services or harm our ability to obtain favorable pricing or other terms for our services, which could have a material adverse effect on our business, results of operations and financial condition.

AI technology and services require access to high-quality datasets, foundation models, and other AI system components. We currently rely, in part, on third parties to provide these components. In the future, we may face difficulties acquiring the necessary rights from third parties due to market competition and other factors. This challenge could hinder our ability to develop, implement or maintain AI technologies. To overcome this, we may need to invest in alternative strategies, such as forming alliances or developing our own resources.

In addition, the development, adoption, and use of AI technologies are all still in their early stages and ineffective or inadequate AI development or deployment practices by us, our clients, or third parties with whom we do business could result in unintended consequences. Such consequences may include, for example, employees making decisions based on biased or inaccurate information; unauthorized disclosure of sensitive information; operational inefficiencies leading to decreased productivity; deliberate misuse; or infringement of third-party IP rights. Additionally, the use of AI by us or our business partners may create new cybersecurity vulnerabilities, including those which may not be recognized at the time. The uncertainty around the safety and security of new and emerging AI applications requires significant investment to test for security, accuracy, bias, and other variables - efforts that can be complex, costly, and potentially impact our profit margins, and may cause decreased demand for our services or harm to our business, results of operations, financial condition, or reputation. Addressing these consequences may require significant operational costs to implement, manage, and maintain processes around the AI lifecycle that align with industry standards and meet customer expectations.

Furthermore, the legal and regulatory landscape surrounding AI technologies is rapidly evolving and uncertain, with jurisdictions around the world applying, or considering applying, laws and regulations related to IP, cybersecurity, export controls, privacy, data security, and data protection to AI and automated decision-making, or general legal frameworks on AI, such as the EU AI Act, which entered into force in 2024 and parts of which apply beginning in 2025. These laws are continuously evolving and developing and may impose obligations on companies developing and using AI or automated decision-making technologies. Given the rapid rate of change and the often uncertain scope, interpretation, and application of these laws and regulations, which may be in conflict across jurisdictions, we may not always be able to anticipate how courts and regulators will apply existing laws to AI, predict how new legal frameworks will address AI, or otherwise ensure compliance with these frameworks. As a result, we may have to expend resources to adjust our offerings in certain jurisdictions if the legal frameworks on AI are not consistent across jurisdictions, and the EU AI Act may increase costs or impact the operation of our AI services. Compliance with new or changing laws, regulations, industry standards or ethical requirements and expectations relating to AI may impose significant operational costs requiring us to change our service offerings or business practices, particularly as we expand the use of such technologies, or may limit or prevent our ability to develop, deploy, or use AI technologies. Failure to appropriately conform to this evolving landscape may result in legal liability, regulatory action, or brand and reputational harm.

Finally, AI technology may be viewed negatively by the public due to media scrutiny over issues such as job displacement, privacy and ethical AI concerns. This negative perception can adversely affect our investments in AI technology, both directly and indirectly.

**If we are unable to attract, train and retain skilled employees to satisfy client demand, including highly skilled technical personnel and personnel with experience in key AI and digital areas, as well as senior management to lead our business globally, our business and results of operations may be materially adversely affected.**

Our success is dependent, in large part, on our ability to keep our supply of skilled employees, including project managers, IT engineers and senior technical personnel, in particular those with experience in key AI and digital areas, in balance with client demand around the world and on our ability to attract and retain senior management with the knowledge and skills to lead our business globally. We must hire or reskill, integrate, retain and motivate our large workforce with diverse skills and expertise to serve client demands across the globe, respond quickly to rapid and ongoing technological, industry and macroeconomic developments and grow and manage our business. In 2021 and most of 2022, we and, we believe, the IT industry generally, experienced unprecedented attrition. For the year ended December 31, 2024 our Voluntary Attrition - Tech Services was 15.9% as compared to 13.8% for the year ended December 31, 2023. If our attrition levels increase significantly, it could materially adversely affect our business and results of operations. We also must continue to maintain a senior leadership team that, among other things, is effective in executing on our strategic goals and growing our service capabilities. The loss of senior executives, or the failure to attract, integrate and retain new senior executives as the needs of our business require, could have a material adverse effect on our business and results of operations.

Competition for skilled labor is intense and, in some jurisdictions in which we operate and in key AI and digital areas, there are more open positions than qualified persons to fill these positions. We compete for employees not only with other companies in our industry but also with companies in other industries, such as software services, engineering services and financial services companies, as well as our clients' GCCs. In addition, changes in immigration laws or policies, or varying applications of immigration laws and policies, could limit the availability of certain work visas in the U.S., which could

exacerbate competition for skilled labor. Our business has experienced in the past and may experience in the future significant employee attrition, which has caused us to incur increased costs to hire new employees with the desired skills. While we strive to adjust pricing to reduce the impact of compensation increases on our operating margin, we may not be successful in recovering these increases, which could adversely affect our profitability and operating margin. Costs associated with recruiting and training employees are significant. If we are unable to hire or deploy employees with the needed skillsets or if we are unable to adequately equip our employees with the skills needed, this could materially adversely affect our business.

Additionally, our efforts to offer our employees a value proposition that is competitive and appealing may be unsuccessful and could have an adverse effect on engagement and retention, which may materially adversely affect our business.

**Many of our contracts with clients are short-term, and our business, results of operations and financial condition could be adversely affected if our clients terminate their contracts on short notice.**

Consistent with industry practice, many of our contracts with clients are short-term or can be terminated by our clients with short notice and without significant early termination cost. Even if not terminated, clients may be able to delay, reduce or eliminate spending on the services and solutions we provide, choose not to retain us for additional stages of a project, try to renegotiate the terms of a contract or cancel or delay additional planned work. Terminations and such other events may result from factors that are beyond our control and unrelated to our work product or the progress of the project, including the business, financial or labor conditions of a client, changes in ownership, management or the strategy of a client or economic or market conditions generally or specific to a client's industry. When contracts are terminated or spending delayed, we lose the anticipated revenues and might not be able to eliminate our associated costs in a timely manner. In particular, the loss of a significant client or a few significant clients could materially reduce revenues for the Company as a whole or for a particular business segment. In addition, our operating margins in subsequent periods could be lower than expected. If we are unable to replace the lost revenues with other work on terms we find acceptable or effectively eliminate costs, our business, results of operations and financial condition could be adversely affected.

**Our failure to meet specified service levels or milestones required by certain of our client contracts may result in our client contracts being less profitable, potential liability for penalties or damages or reputational harm.**

Many of our client contracts include clauses that tie our compensation to the achievement of agreed-upon performance standards, productivity improvements or milestones. Failure to satisfy any such requirements could significantly reduce our fees under the contracts, increase the cost to us of meeting performance standards or milestones, delay expected payments, subject us to potential damage claims under the contract terms or harm our reputation. Further, our work with governmental clients exposes us to additional risks inherent in the government contracting process, including stricter regulatory requirements and heightened reputational and contractual risks. The use of new technologies in our offerings (including GenAI) can expose us to additional risks if those technologies fail to work as predicted, which could lead to cost overruns, project delays, financial penalties, or damage to our reputation. Clients also often have the right to terminate a contract and pursue damages claims for serious or repeated failure to meet these service commitments. Some of our contracts provide that a portion of our compensation depends on performance measures such as cost-savings, revenue enhancement, benefits produced, business goals attained and adherence to schedule. These goals can be complex and may depend on our clients' actual levels of business activity or may be based on assumptions that are later determined not to be achievable or accurate. As such, these provisions may increase the variability in revenues and margins earned on those contracts and have in the past resulted, and could in the future result, in significant losses on such contracts. Further, if we do not accurately estimate the effort, anticipated productivity improvements, costs or timing for meeting our contractual commitments or completing engagements to a client's satisfaction, our contracts have in the past and could in the future have delivery inefficiencies and be less profitable than expected or unprofitable.

**We may not be able to achieve our profitability goals and maintain our capital return strategy.**

Our goals for profitability and capital return rely upon a number of assumptions, including our ability to improve the efficiency of our operations and make successful investments to grow and further develop our business. Our profitability is impacted by our ability to accurately estimate, attain, and sustain revenues from client engagements, margins and cash flows over contract periods and general macroeconomic and geopolitical conditions. Our profitability also depends on the efficiency with which we run our operations (including our ability to leverage new technologies to improve productivity) and the cost of our operations, especially the compensation and benefits costs of our employees. We have incurred, and may continue to incur, substantial costs related to implementing our strategy to optimize such costs, and we may not realize the ultimate cost savings that we expect. We may not be able to efficiently utilize our employees if increased regulation, policy changes or administrative burdens of immigration, work visas or client worksite placement prevents us from deploying our employees on a timely basis, or at all, to fulfill the needs of our clients. Our utilization rates are further affected by a number of factors, including our ability to transition employees from completed projects to new assignments, hire and assimilate new employees, forecast demand for our services and thereby maintain an appropriate headcount in each of our geographies and workforce and manage attrition, and

our need to devote time and resources to training, professional development and other typically non-chargeable activities. Increases in wages and other costs, including as a result of attrition, may also put pressure on our profitability.

With respect to capital return, our ability and decisions to pay dividends and repurchase shares depend on a variety of factors, including the cash flow generated from operations, our cash and investment balances, our net income, our overall liquidity position, potential alternative uses of cash, such as acquisitions, and anticipated future economic conditions and financial results. Failure to carry out our capital return strategy may adversely impact our reputation with shareholders and shareholders' perception of our business and the trading price of our common stock.

**We face challenges related to growing our business organically as well as inorganically through acquisitions, and we may not be able to achieve our targeted growth rates.**

Achievement of our targeted growth rates requires continued significant organic growth of our business as well as inorganic growth through acquisitions. To achieve such growth, we must, among other things, continue to significantly expand our global operations, in particular with respect to AI and digital, and scale our infrastructure to support such business growth and ensure that our service offerings remain responsive to market demand. Continued business growth increases the complexity of our business and places significant strain on our management, employees, operations, systems, delivery, financial resources and internal financial control and reporting functions, which we will have to continue to develop and improve to sustain such growth. Our ability to successfully manage change associated with the various business transformation initiatives is critical for our overall strategy execution. We must continually recruit and train new employees, retain and reskill, as necessary, existing sales, technical, finance, marketing and management employees with the knowledge, skills and experience that our business model requires and effectively manage our employees worldwide to support our culture, values, strategies and goals.

Additionally, we expect to continue pursuing strategic and targeted acquisitions and investments to enhance our offerings of services and solutions or to enable us to expand our talent, experience and capabilities in key AI and digital areas or in particular geographies or industries. We may not be successful in identifying suitable opportunities, completing targeted transactions or achieving the desired results in the timeframe we expect or at all, such opportunities may divert our management's time and focus away from our core business and realizing the desired results of a particular transaction may depend upon competition, market trends, regulatory developments, additional costs or investments and the actions of suppliers or other third parties. We may face challenges in effectively integrating acquired businesses into our ongoing operations, including the implementation of controls, processes and policies appropriate for a multinational public company at acquired companies that may have previously lacked such functions in areas such as cybersecurity, IT and privacy, among others, and in assimilating and retaining employees of those businesses into our culture and organizational structure, and these risks may be magnified by the size and number of transactions we execute.

If we are unable to manage our growth effectively, complete acquisitions of the number, magnitude and nature we have targeted, or successfully integrate any acquired businesses into our operations, we may not be able to achieve our targeted growth rates or improve our market share, profitability or competitive position generally or in specific markets or services.

**Our NextGen program and the associated reductions in headcount and consolidation of office space could disrupt our business and may not result in anticipated savings.**

At the end of 2024, we completed our NextGen program, which was aimed at simplifying our operating model, optimizing corporate functions and consolidating and realigning office space to reflect the post-pandemic hybrid work environment. In 2024, we incurred \$ 134 million of employee separation, facility exit and other costs related to the program, bringing the total costs incurred since inception to \$363 million. See [Note 4](#) to our consolidated financial statements. Our NextGen program may result in the loss of institutional knowledge and expertise, the reallocation of certain roles and responsibilities across the Company, difficulties in the retention of our remaining employees and reduced productivity among our remaining employees, all of which could have a material adverse affect on our operations. In addition, we may not realize, in full or in part, the anticipated benefits, savings and improvements in our cost structure from our NextGen program due to unforeseen difficulties or unexpected costs. If we are unable to realize the expected operational efficiencies and cost savings from our NextGen program, our operating results and financial condition would be adversely affected.

**We face legal, reputational and financial risks if we fail to protect client and/or Cognizant data from cybersecurity incidents.**

In order to provide our services and solutions, we depend on global information technology networks and systems, to process, transmit, host and securely store electronic information (including our confidential information and the confidential information of our clients) and to communicate among our locations around the world and with our clients, suppliers and alliance partners (including numerous cloud service providers). Security breaches, employee malfeasance, or human or technological error have in the past and could in the future cause shutdowns or disruptions of our or our clients' operations and

potential unauthorized access and/or disclosure of our or our clients' sensitive data, which in turn could jeopardize projects that are critical to our operations or the operations of our clients' businesses and have other adverse impacts on our business or the business of our clients.

In addition, the products, services and software that we provide to our clients, or the third-party components we use to provide such products, services and software, have in the past and may in the future unintentionally contain or introduce cybersecurity threats or vulnerabilities to our clients' information technology networks. Our clients maintain their own proprietary, sensitive, or confidential information that could be compromised in a cybersecurity attack, or their systems may be disabled or disrupted as a result of such an attack. Our clients, regulators, or other third parties have and may in the future attempt to hold us liable for any such losses or damages resulting from such an attack, including through contractual indemnification clauses.

Like other global companies, we and our clients, suppliers, alliance partners (including numerous cloud service providers) and other vendors we interact with face threats to data and systems, including by nation state threat actors, insider threats (including inappropriate access), perpetrators of random or targeted malicious cyberattacks, computer viruses, malware, worms, bot attacks or other destructive or disruptive software and attempts to misappropriate client information and cause system failures and disruptions. For example, we have experienced a security incident involving a ransomware attack, which resulted in unauthorized access to certain data and caused significant disruption to our business. Such attacks, or other currently unanticipated threats, could occur in the future. In addition, recent international tensions (including Russia's invasion of Ukraine and conflicts in the Middle East) have heightened the overall risk of cyber-threats and, while we have taken steps to mitigate such risks, those steps may not be successful. The emergence and maturation of AI capabilities may also lead to new or more sophisticated methods of attack.

A security compromise of our information systems, or of those of businesses with which we interact, that results in confidential information being accessed by unauthorized or improper persons, could harm our reputation and expose us to regulatory actions up to and including criminal prosecution, client attrition due to reputational concerns or otherwise, containment and remediation expenses and claims brought by our clients or others for breaching contractual confidentiality and security provisions or data protection laws. Monetary damages imposed on us could be significant and may impose costs in excess of insurance policy limits or not be covered by our insurance at all, and our insurers may not continue to provide coverage on reasonable terms or may disclaim coverage as to any future claims. Techniques used by bad actors to obtain unauthorized access, disable or degrade service, or sabotage systems continuously evolve and may not immediately produce signs of intrusion, and we may be unable to anticipate these techniques or to implement adequate preventative measures. In addition, a security breach could require that we expend substantial additional resources related to the security of our information systems, diverting resources from other projects and disrupting our businesses.

Our clients, suppliers, subcontractors and other third parties with whom we do business, including in particular cloud service providers and software vendors, generally face similar cybersecurity threats, and we must rely on the safeguards adopted by these parties. If these third parties do not have adequate safeguards or their safeguards fail, it might result in breaches of our systems or applications and unauthorized access to or disclosure of our and our clients' confidential data. In addition, we are subject to vulnerabilities in third-party technology components we use in our business and are typically not aware of such vulnerabilities until we receive notice from the third parties who have created the exposure. Due to this delay, our responses to such vulnerabilities may not be adequate or prompt enough to prevent their exploitation.

Although our cybersecurity risk management program utilizes various procedures and controls to mitigate our exposure to the risks described above, the cybersecurity threat landscape is rapidly evolving and increasingly sophisticated. There can be no assurance that the procedures and controls that we implement, or that our clients, suppliers, subcontractors and other third parties with whom we do business implement, will be sufficient to protect our information systems from the cybersecurity threats we face. Additionally, any remediation measures that we have taken or that we may undertake in the future may be insufficient to prevent future attacks or insufficient for us to quickly recover from any future attack to efficiently continue our business operations.

**Fluctuations in foreign currency exchange rates, or the failure of our hedging strategies to mitigate such fluctuations, can adversely impact our profitability, results of operations and financial condition.**

Fluctuations in foreign currency exchange rates can also have adverse effects on our revenues, income from operations and net income when items denominated in other currencies are translated or remeasured into U.S. dollars for presentation of our consolidated financial statements. We have entered into foreign exchange forward and option contracts intended to partially offset the impact of the movement of the exchange rates on future operating costs and to mitigate foreign currency risk on foreign currency denominated net monetary assets. However, the hedging strategies that we have implemented, or may in the future implement, to mitigate foreign currency exchange rate risks may not reduce or completely offset our exposure to foreign

exchange rate fluctuations and may expose our business to unexpected market, operational and counterparty credit risks. We are particularly susceptible to wage and cost pressures in India and the exchange rate of the Indian rupee relative to the currencies of our client contracts due to the fact that the substantial majority of our employees are in India while our contracts with clients are typically in the local currency of the country where our clients are located.

**Pandemics, epidemics or other outbreaks of disease have had and may in the future have a material adverse impact upon our business, liquidity, results of operations and financial condition.**

Any pandemic, epidemic or other outbreak of disease may have widespread, rapidly evolving and unpredictable impacts on global society, economies, financial markets and business practices by, among other things, causing significant loss of life, curtailing congregation of people and disrupting communications and travel. Such events may have a material adverse impact upon, our business, liquidity, results of operations and financial condition, including as a result of reduced client demand for our services, closures of our clients' facilities that materially impair our ability to deliver services to our clients and satisfy contractually agreed upon service levels and increased strain on employees and management, as we saw at the height of the COVID-19 pandemic.

The ultimate extent to which any future pandemics, epidemics or other outbreaks of disease impact our business, liquidity, results of operations and financial condition will depend on future developments, which are highly uncertain and cannot be predicted with confidence, including the severity of the disease to which the pandemic, epidemic or other outbreak relates; delivery, adoption and effectiveness of vaccines or other treatments for the disease, including any variants; the duration and extent of the event and waves of infection; travel restrictions and social distancing; the duration and extent of business closures and business disruptions; and the effectiveness of actions taken to contain, treat and prevent the disease. If we or our clients experience prolonged shutdowns or other business disruptions, our business, liquidity, results of operations, financial condition and the trading price of our common stock may be materially adversely affected, and our ability to access the capital markets may be limited. Further, any future pandemic, epidemic or other outbreak of disease, and the volatile regional and global economic conditions stemming from such an event, could precipitate or amplify the other risk factors that we identify in this report, any of which could have a material adverse impact to our business.

**Climate change, extreme weather and risks arising from the transition to a lower-carbon economy may impact our business.**

There are inherent climate- and weather-related risks everywhere that we conduct our business. Developments related to regulatory, social or market dynamics, stakeholder expectations, national and international climate change policies, the actual or perceived frequency or intensity of extreme weather events or the availability and functionality of critical infrastructure and resources, in addition to other factors resulting from such developments or that may not otherwise be known to or anticipated by us, could significantly disrupt our supply chain, our clients' operations and our ability to deliver services. Such events could significantly increase our costs and expenses and harm our revenues, cash flows and financial performance. Further, natural disasters and adverse weather events, such as droughts, wildfires, storms, sea-level rise and flooding, occurring more frequently, with less predictability or with greater intensity, could cause community disruptions and impact our employees' abilities to commute or to work from home safely and effectively. For example, we have substantial global delivery operations in Chennai, India, a city that has experienced severe rains and related flooding. Our exposure to these economic and other risks from climate change could be exacerbated if government or market action to address climate change and its effects is insufficient or unsuccessful.

**Failure to meet ESG expectations or standards or achieve our ESG ambitions could adversely affect our business or damage our reputation.**

Shifting stakeholder expectations and evolving regulatory and disclosure standards around ESG could impact our business. We are subject to, and expect to become increasingly subject to, laws, regulations and international treaties relating to ESG, including the European Union's Corporate Sustainability Reporting Directive (CSRD) and California's climate change disclosure requirements. As these new laws, regulations, treaties and similar initiatives and programs continue to be adopted and implemented, we will be required to comply or potentially face market access limitations, enforcement actions, civil suits or sanctions, including fines. If new laws or regulations are more stringent than current legal or regulatory requirements, we may experience increased compliance burdens and costs to meet such obligations. If we fail to comply with new laws, regulations, treaties, or reporting requirements, our reputation and business could be adversely impacted. Our ability to meet our ESG ambitions is also subject to external factors outside of our control including the ability and willingness of our suppliers to reduce emissions and the advancement of new emission reducing technologies. In addition, global clients often rely on ESG rating systems for bids and buying practices, and yet the criteria used in the ratings may conflict and change frequently, and we cannot predict how these third parties will score us, nor can we have any assurance that they score us or other companies

accurately, or that we will be able to score well as such criteria change. We supplement our participation in ratings systems with published disclosures of our ESG activities, but some investors may desire other disclosures that we do not provide.

At the same time, an increasing number of stakeholders, regulators, and lawmakers have expressed or pursued contrary views, legislation and investment expectations with respect to ESG ratings and ambitions, including the enactment or proposal of "anti-ESG" legislation, regulation or policies, which may expose us to additional legal, financial or reputational risks based upon our ESG ambitions and disclosures. If our ESG practices do not meet investor or other stakeholder expectations and standards, which continue to evolve, our reputation, our ability to attract or retain employees and our business could be negatively affected.

**If our risk management, business continuity and disaster recovery plans are not effective and our global delivery capabilities are impacted, our business and results of operations may be materially adversely affected and we may suffer harm to our reputation.**

Our business model is dependent on our global delivery capabilities, which include coordination between our delivery centers in India, our other global and regional delivery centers, the offices of our clients and our associates worldwide. System failures, outages and operational disruptions may be caused by factors outside of our control, such as hostilities (including the ongoing conflicts between Russia and Ukraine and in the Middle East), political unrest, terrorist attacks, cybersecurity incidents, power or water shortages or telecommunications failures, natural or man-made disasters or other catastrophic events (including the impact of extreme weather conditions), and public health emergencies, epidemics and pandemics, affecting the geographies where our people, equipment and clients are located. Our risk management, business continuity and disaster recovery plans may not be effective at predicting or mitigating the effects of such disruptions, particularly in the case of catastrophic events or longer term, increasingly severe developments that may occur as a result of climate change. Even if our operations are unaffected or recover quickly from any such events, if our clients cannot timely resume their own operations due to a catastrophic event, they may reduce or terminate our services, which may adversely affect our results of operations. Any such disruption may result in lost revenues, a loss of clients, liabilities relating to disruptions in service, expenditures to repair or replace damaged property and reputational damage, and could demand significant management time and attention, any of which would have an adverse effect on our business, results of operations and financial condition.

#### **Legal, Regulatory and Legislative Risks**

**A substantial portion of our employees in the United States, United Kingdom, EU and other jurisdictions rely on visas to work in those areas such that any restrictions on such visas or immigration more generally or increased costs of obtaining such visas or increases in the wages we are required to pay employees on visas may affect our ability to compete for and provide services to clients in these jurisdictions, which could materially adversely affect our business, results of operations and financial condition.**

A substantial portion of our employees in the United States and in many other jurisdictions, including countries in Europe, rely upon temporary work authorization or work permits, which makes our business particularly vulnerable to changes and variations in immigration laws and regulations, including written changes and policy changes to the manner in which the laws and regulations are interpreted or enforced, and potential enforcement actions and penalties that might cause us to lose access to such visas. The political environment in the United States, the United Kingdom and other countries in recent years has included significant support for anti-immigrant legislation and administrative changes. Many of these recent changes have resulted in, and various proposed and enacted changes may result in, increased difficulty in obtaining timely visas, whether as a result of visa application rejections, delays in processing applications, significantly increased costs to obtain visas, prevailing wage requirements for our employees on visas or otherwise, which could in turn impact our ability to staff projects. In addition, immigration reform, including as a result of changes to immigration policies, and the increased uncertainty surrounding such policies in light of the incoming U.S. administration's expected immigration agenda, may have a material adverse impact on companies like ours that have a substantial percentage of our employees on visas. Our principal operating subsidiary in the United States utilizes a high number of skilled workers holding H-1B and L-1 visas and, as a result, may be subject to increased costs upon the effectiveness of any such laws, regulations, policy changes or executive orders. In the EU, many countries continue to implement new regulations to move into compliance with the EU Directive of 2014 to harmonize immigration rules for intracompany transferees in most EU member states and to facilitate the transfer of managers, specialists and graduate trainees both into and within the region. The changes have had significant impact on mobility programs and have led to new notification and documentation requirements for companies sending employees to EU countries. Recent changes or any additional adverse revisions to immigration laws and regulations in the jurisdictions in which we operate may cause us delays, staffing shortages, additional costs or an inability to bid for or fulfill projects for clients, any of which could have a material adverse effect on our business, results of operations and financial condition.

**Anti-outsourcing legislation, if adopted, and negative perceptions associated with offshore outsourcing could impair our ability to serve our clients and materially adversely affect our business, results of operations and financial condition.**

The practice of outsourcing services to organizations operating in other countries is a topic of political discussion in the United States, which is our largest market, as well as other regions in which we have clients. For example, in the United States, measures aimed at limiting or restricting the performance of services from an offshore location or imposing burdens on U.S. companies that utilize such services have been put forward for consideration at both the federal and state levels to address concerns over the perceived association between offshore outsourcing and the loss of jobs domestically. If any such measure is enacted in the United States or another region in which we have clients, our ability to provide services to our clients could be impaired.

In addition, from time to time there has been publicity about purported negative experiences associated with offshore outsourcing, such as alleged domestic job loss and theft and misappropriation of sensitive client data, particularly involving service providers in India. Current or prospective clients may elect to perform certain services themselves or may be discouraged from utilizing global service delivery providers like us due to negative perceptions that may be associated with using global service delivery models or firms. Any slowdown or reversal of existing industry trends toward global service delivery would seriously harm our ability to compete effectively with competitors that provide the majority of their services from within the country in which our clients operate.

**We are subject to numerous and evolving legal and regulatory requirements and client expectations in the many jurisdictions in which we operate, and violations of, unfavorable changes in or an inability to meet such requirements or expectations could harm our business.**

We provide services to clients and have operations in many parts of the world and in a wide variety of different industries, subjecting us to numerous, evolving, and sometimes conflicting, standards, laws and regulations on matters as diverse as trade controls and sanctions, immigration (including temporary work authorizations or work permits), content requirements, trade restrictions, tariffs, taxation, antitrust laws, anti-money laundering and anti-corruption laws (including the FCPA and the U.K. Bribery Act), the environment, including climate change regulation and reporting requirements, government affairs, internal and disclosure control obligations, data security, privacy and data protection, intellectual property, employment and labor relations, human rights and AI. For example, we are required to comply with increasingly complex and changing data security and privacy laws and regulations in the many jurisdictions in which we operate that regulate the collection, storage, use, disclosure, transfer and security of personal data, including U.S. federal and state laws (such as the California Consumer Privacy Act, as amended by the California Privacy Rights Act, and the Health Insurance Portability and Accountability Act), and non-U.S. laws, such as the India Digital Personal Data Protection Act, 2023, the U.K. General Data Protection Regulation ("GDPR") and the E.U. GDPR. These laws and regulations are continuously evolving and developing, creating significant uncertainty as they may be interpreted and applied differently from country to country, creating inconsistent or conflicting requirements. We face significant regulatory compliance costs and risks as a result of the size and breadth of our business, and these costs may increase as a result of changes in government policy. For example, we may experience increased costs in 2025 and future years for employment and post-employment benefits in India as a result of the issuance of the Code on Social Security, 2020, which enhanced social security coverage (a portion of which is paid by the employer) and extended such benefits to all workers.

We are also subject to a wide range of potential enforcement actions, audits or investigations regarding our compliance with these laws or regulations in the conduct of our business, and any finding of a violation could subject us to a wide range of civil or criminal penalties, including fines, debarment, or suspension or disqualification from government contracting, prohibitions or restrictions on doing business in one or more jurisdictions, loss of clients and business, legal claims by clients and unfavorable publicity or damage to our reputation. We could also face significant compliance and operational burdens and incur significant costs in our efforts to comply with or rectify non-compliance with these laws or regulations. Such burdens or costs may result in an adverse effect on our financial condition and results of operations.

We commit significant financial and managerial resources to comply with our internal control over financial reporting requirements, but we have in the past identified and may in the future identify material weaknesses or significant deficiencies in our internal control over financial reporting that cause us to incur incremental remediation costs in order to maintain adequate controls.

Our employees, subcontractors, vendors, agents, alliance partners, the companies we acquire and their employees, vendors and agents, and other third parties with which we associate, have in the past and could in the future take actions that violate policies or procedures designed to promote legal and regulatory compliance or applicable anticorruption laws or regulations. Violations of these laws or regulations by us, our employees or any of these third parties could subject us to criminal or civil

enforcement actions (whether or not we participated or knew about the actions leading to the violations), including fines or penalties, disgorgement of profits and suspension or disqualification from work, including U.S. federal contracting, any of which could materially adversely affect our business, including our results of operations and our reputation.

**Changes in tax laws or in their interpretation or enforcement, failure by us to adapt our corporate structure and intercompany arrangements or adverse outcomes of tax audits, investigations or proceedings could have a material adverse effect on our effective tax rate, results of operations and financial condition.**

The interpretation of tax laws and regulations in the many jurisdictions in which we operate and the related tax accounting principles are complex and require considerable judgment to determine our income taxes and other tax liabilities worldwide. Tax laws and regulations affecting us and our clients, including applicable tax rates, and the interpretation and enforcement of such laws and regulations are subject to change as a result of macroeconomic, geopolitical and other factors, and any such changes or changes in tax accounting principles could increase our effective worldwide income tax rate and have a material adverse effect on our net income, cash flows and financial condition. We routinely review and update our corporate structure and intercompany arrangements, including transfer pricing policies, consistent with applicable laws and regulations, to align with our evolving business operations across the numerous jurisdictions, such as the United States, India and the United Kingdom, in which we operate. Failure to successfully adapt our corporate structure and intercompany arrangements to align with our evolving business operations may increase our worldwide effective tax rate and have a material adverse effect on our earnings, cash flows and financial condition.

Our worldwide effective income tax rate may increase or our financial condition may be materially impacted as a result of developments, changes in interpretations and assumptions made, additional guidance that may be issued and ongoing and future actions the Company has or may take with respect to our corporate structure and intercompany arrangements. For example, our cash flows could be materially affected by the issuance of additional interpretive guidance by the U.S. Treasury regarding the capitalization and amortization of research and experimental expenses for tax purposes, as more fully described in [Note 11](#) to the consolidated financial statements.

Additionally, we are subject to routine tax audits, investigations and proceedings in various jurisdictions. Tax authorities have disagreed, and may in the future disagree, with our judgments, and are taking increasingly aggressive positions, including with respect to our intercompany transactions. For example, we are currently involved in an ongoing dispute with the ITD in which the ITD asserts that we owe additional taxes for two transactions by which CTS India repurchased shares from its shareholders, as more fully described in [Note 11](#) to the consolidated financial statements. We may not accurately predict the outcomes of these audits, investigations and proceedings and the amounts ultimately paid upon their resolution could be materially different from the amounts previously included in our income tax provision. Adverse outcomes in any such audits, investigations or proceedings could increase our tax exposure and cause us to incur increased expense, which could materially adversely affect our results of operations and financial condition.

**Our business subjects us to considerable potential exposure to litigation and legal claims and could be materially adversely affected if we incur legal liability.**

We are subject to, and may become a party to, a variety of litigation or other claims and suits that arise from time to time in the conduct of our business. Our business is subject to the risk of litigation involving current and former employees, clients, alliance partners, subcontractors, suppliers, competitors, shareholders, government agencies or others through private actions, class actions, whistleblower claims, administrative proceedings, regulatory actions or other litigation. While we maintain insurance for certain potential liabilities, such insurance does not cover all types and amounts of potential liabilities and is subject to various exclusions as well as deductibles and caps on amounts recoverable.

Our client engagements expose us to significant potential legal liability and litigation expense if we fail to meet our contractual obligations or otherwise breach obligations to third parties or if our subcontractors breach or dispute the terms of our agreements with them and impede our ability to meet our obligations to our clients. We also face considerable potential legal liability from a variety of other sources. Our acquisition activities have in the past and may in the future be subject to litigation or other claims, including claims from employees, clients, stockholders, or other third parties. We have also been the subject of a number of putative securities class action complaints and putative shareholder derivative complaints relating to the matters that were the subject of our now concluded internal investigation into potential violations of the FCPA and other applicable laws, and may be subject to such legal actions for these or other matters in the future. See [Part I, Item 3. Legal Proceedings](#) for more information. We establish reserves for these and other matters when a loss is considered probable and the amount can be reasonably estimated; however, the estimation of legal reserves and possible losses involves significant judgment and may not reflect the full range of uncertainties and unpredictable outcomes inherent in litigation, and the actual losses arising from particular matters may exceed our estimates and materially adversely affect our results of operations.

**If we infringe upon the IP rights of others or our IP rights are infringed upon, our business may be adversely affected.**

Third parties have in the past and may in the future claim that we infringe upon their IP rights. Further, in most of our contracts, we have agreed to indemnify our clients for liabilities and expenses related to IP infringement and, in some instances, the cost associated with these indemnities may exceed the revenue that we receive from the client. Any such claims of IP infringement could harm our reputation, cause us to incur substantial costs in defending ourselves or our clients, expose us to considerable legal liability or prevent us from offering some services or solutions in the future.

We rely on a combination of patent, copyright and trade secret laws, confidentiality procedures and contractual provisions to protect our IP. The existing laws in the various countries in which we provide services or solutions may offer only limited protection of our intellectual property and are subject to change at any time. Furthermore, the legal landscape surrounding IP protection of software technologies, including AI, is rapidly evolving and as a result there is uncertainty concerning the scope of IP protection for our software IP rights. We are and may in the future have to engage in legal action to protect our own IP rights. Enforcing our rights may require considerable time, money and oversight, and we may not be successful in our efforts.

**Item 1B. Unresolved Staff Comments**

None.

**Item 1C. Cybersecurity**

**Risk Management and Strategy**

Cybersecurity risk management is an integral part of our overall enterprise risk management program. Our cybersecurity risk management program, which is managed by Cognizant's Corporate Security team, is designed to identify, assess and manage risks from cybersecurity threats and provides a framework for handling cybersecurity threats and incidents. The program is also aligned with the risk assessment framework established by the enterprise risk management team.

Our cybersecurity risk management framework includes steps for assessing the severity of a cybersecurity threat (including an escalation process for potentially material cybersecurity threats and incidents to an internal committee comprised of members of senior management), identifying the source of a cybersecurity threat (including whether the cybersecurity threat is associated with a third-party service provider), implementing cybersecurity countermeasures and mitigation strategies. The internal committee is responsible for assessing the materiality of cybersecurity threats and incidents and informs designated members of executive leadership and of the Board of Directors of material cybersecurity threats and incidents.

Cognizant's cybersecurity risk management program is guided by industry-recognized security frameworks, including ISO/IEC 27001, TISAX and NIST. The program is periodically audited as part of external certification audits. We also engage third-party cybersecurity experts to assist with risk assessment and conduct penetration testing among other items. Key findings from the audits and third-party risk assessments are summarized and communicated to the Company's senior leadership and the Audit Committee, and remediation actions are implemented to enhance our overall cybersecurity program.

We require our vendors to comply with privacy and cybersecurity requirements, and we perform risk assessments of vendors, including their ability to protect data from unauthorized access. We include data protection and security content as part of annual training required of employees.

In 2024, we did not identify any cybersecurity threats that have materially affected or are reasonably likely to materially affect our business strategy, results of operations, or financial condition. For further discussion of the cybersecurity risks and threats we face, please see [Item 1A, "Risk Factors"](#).

**Governance**

As part of our overall enterprise risk management program, we prioritize the identification and management of cybersecurity risk at several levels. Our Board of Directors has overall oversight responsibility for our risk management, and delegates cybersecurity risk management oversight to the Audit Committee, which is responsible for ensuring that management has processes in place designed to identify and evaluate cybersecurity risks and implement processes and programs to manage cybersecurity risks and mitigate cybersecurity incidents.

Management is responsible for identifying, considering and assessing material cybersecurity risks on an ongoing basis, establishing processes to ensure that such potential cybersecurity risk exposures are monitored, putting in place appropriate mitigation measures and maintaining cybersecurity programs.

Our cyber risk assessment program is managed by our Corporate Security team, which is led by our CSO, who has over 25 years of experience in the cybersecurity and technology industry. The CSO reports to Cognizant's Executive Vice President, Chief Legal Officer, Chief Administrative Officer and Corporate Secretary. The CSO manages multiple teams within Corporate Security that are operationally responsible for the security of the Company, including Global Cyber Operations, Business Information Security, Global Business Resilience and Integrated Risk Management, each of which provides regular updates to the CSO regarding cyber threat intelligence, cyber incidents and cyber risk metrics as part of their security responsibilities. The CSO works closely with the CIO, who is responsible for Cognizant's information technology and digital transformation strategy. Together, the CSO and CIO have a mutual set of responsibilities to align, implement and govern security policies, standards and technology controls throughout the enterprise. On a periodic basis, the CSO and CIO provide updates to the Audit Committee on, among other things, key cybersecurity metrics, status of projects to strengthen the Company's information security systems and assessments of the Company's security program. The Audit Committee reports to the Board of Directors, which also receives periodic updates on such matters.

## **Item 2. Properties**

We have operations in major metro areas across nearly 50 countries around the world, with our worldwide headquarters located in a leased facility in Teaneck, New Jersey in the United States. We utilize a global delivery model with delivery centers worldwide, including in-country, regional and global delivery centers. We have over 22 million square feet of owned and leased facilities for our delivery centers. Our largest delivery center presence is in India, representing approximately 90% of our total delivery centers on a square-foot basis, with the largest presence in Chennai (8 million square feet), Hyderabad (3 million square feet), Pune (2 million square feet), Bangalore (2 million square feet) and Kolkata (2 million square feet). We also have a significant number of delivery centers in other countries, including the United States, Philippines, Canada, Mexico and countries throughout Europe. In addition, we have sales and marketing offices, innovation and Gen-AI labs, and digital design and consulting centers in major business markets, including New York, London, Paris, Melbourne and Singapore, among others. Our facilities are used to support clients across all four reportable business segments.

We believe our current facilities are adequate to support our operations in the immediate future, and that we will be able to obtain suitable additional facilities on commercially reasonable terms as needed.

## **Item 3. Legal Proceedings**

See [Note 15](#) to our consolidated financial statements.

## **Item 4. Mine Safety Disclosures**

Not applicable.

PART II

Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our Class A common stock trades on the Nasdaq Stock Market under the symbol “CTSH.” As of December 31, 2024, the number of holders of record of our Class A common stock was 95 and the approximate number of beneficial holders of our Class A common stock was 676,500.

Cash Dividends

During 2024, we paid quarterly cash dividends of \$0.30 per share, or \$1.20 per share in total for the year. In February 2025, our Board of Directors approved a cash dividend of \$0.31 per share with a record date of February 18, 2025 and a payment date of February 26, 2025. We intend to continue to pay quarterly cash dividends in accordance with our capital allocation framework. Future dividend payments depend on a variety of factors, including cash flow generated from operations, cash and investment balances, net income, overall liquidity position, potential alternative uses of cash, such as acquisitions, and anticipated future economic conditions and financial results.

Issuer Purchases of Equity Securities

Our stock repurchase program, as amended in November 2022, allows for the repurchase of up to \$11.5 billion, excluding fees and expenses, of our Class A common stock through open market purchases, including under a 10b5-1 Plan in accordance with applicable federal securities laws. The repurchase program does not have an expiration date and had a remaining balance of \$1,237 million as of December 31, 2024. The timing of repurchases and the exact number of shares to be purchased are determined by management, in its discretion, or pursuant to a 10b5-1 Plan, and depend upon market conditions and other factors.

During the three months ended December 31, 2024, we repurchased \$140 million of our Class A common stock under our stock repurchase program as follows:

Month	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased under the Plans or Programs (in millions)
October 1, 2024 - October 31, 2024	—	\$ —	—	\$ 1,377
November 1, 2024 - November 30, 2024	1,062,605	77.87	1,062,605	1,295
December 1, 2024 - December 31, 2024	716,060	79.95	716,060	1,237
Total	1,778,665	\$ 78.71	1,778,665	

We regularly purchase shares in connection with our stock-based compensation plans as shares of our Class A common stock are tendered by employees for payment of applicable statutory tax withholdings. For the three months ended December 31, 2024, we purchased 0.2 million shares at an aggregate cost of \$14 million in connection with employee tax withholding obligations.

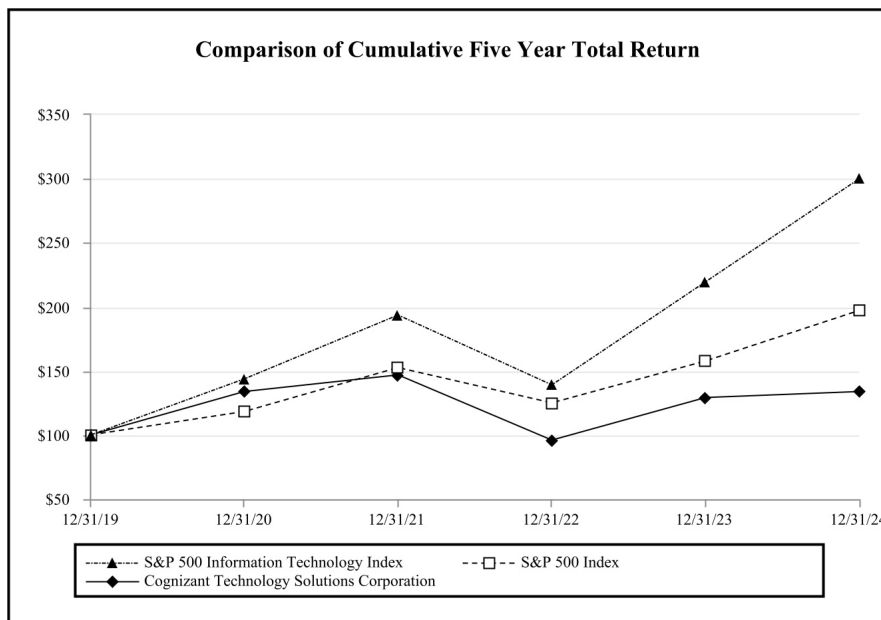
Recent Sales of Unregistered Securities

None.

## Performance Graph

The following graph compares the cumulative total stockholder return on our Class A common stock with the cumulative total return on the S&P 500 Index and the S&P 500 Information Technology Index for the period beginning December 31, 2019 and ending on the last day of our last completed fiscal year. The stock performance shown on the graph below is not indicative of future price performance.

**COMPARISON OF CUMULATIVE TOTAL RETURN<sup>(1)(2)</sup>**  
**Among Cognizant, the S&P 500 Index and the S&P 500 Information Technology Index**



Company / Index	Base Period					
	12/31/19	12/31/20	12/31/21	12/31/22	12/31/23	12/31/24
Cognizant Technology Solutions Corp	\$ 100	\$ 133.93	\$ 146.84	\$ 96.12	\$ 129.16	\$ 133.62
S&P 500 Index	100	118.40	152.39	124.79	157.59	197.02
S&P 500 Information Technology Index	100	143.89	193.58	139.00	219.40	299.72

(1) Graph assumes \$100 invested on December 31, 2019 in our Class A common stock, the S&P 500 Index and the S&P 500 Information Technology Index.

(2) Cumulative total return assumes reinvestment of dividends.

## Item 6. [Reserved]

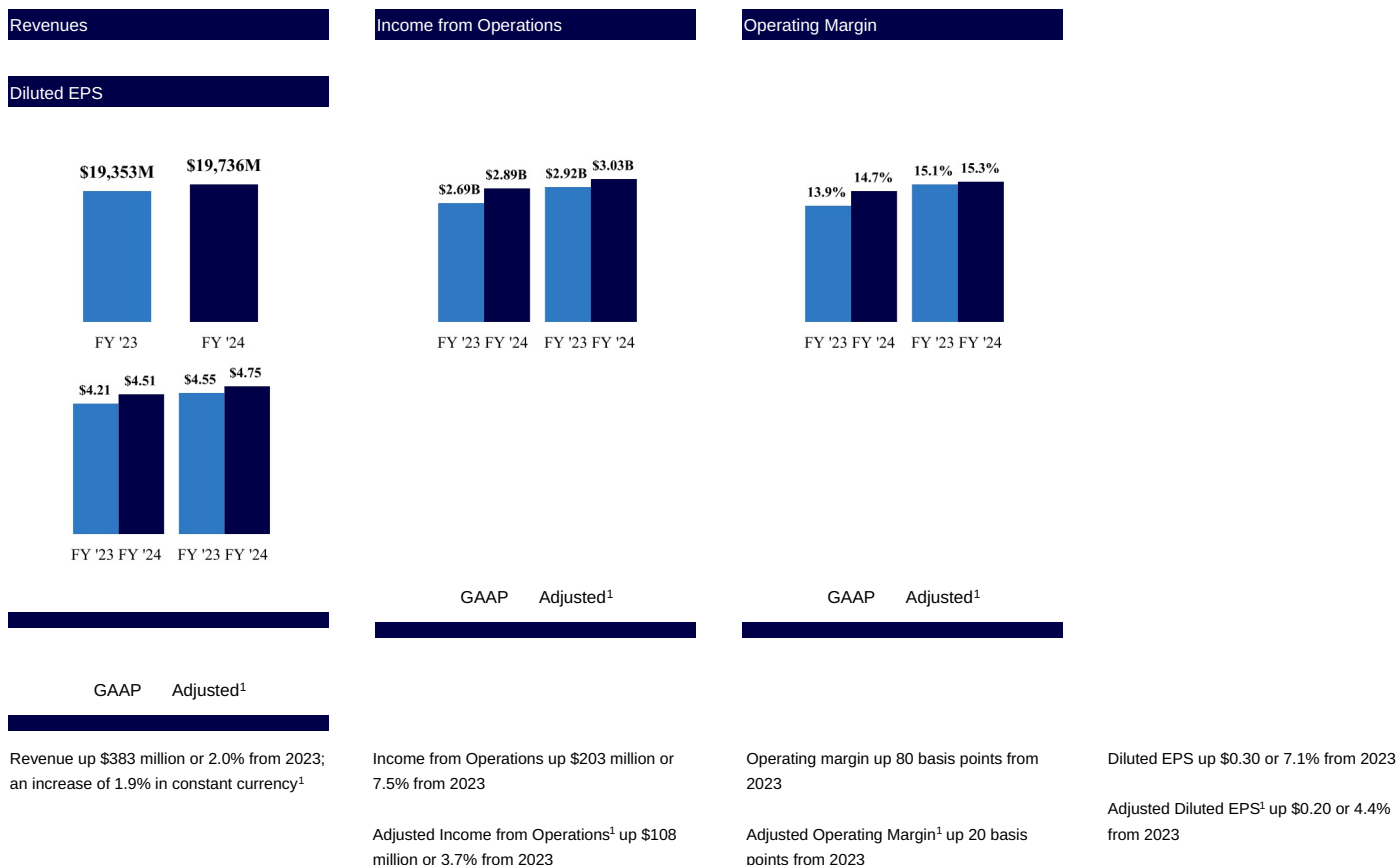
## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

### Executive Summary

Cognizant is one of the world's leading professional services companies, engineering modern businesses and delivering strategic outcomes for our clients. We help clients modernize technology, reimagine processes and transform experiences so they can stay ahead in today's fast-changing world, where AI is beginning to reshape organizations in every field. We provide industry expertise and close client collaboration, combining critical perspective with a flexible engagement style. We tailor our services and solutions to specific industries with an integrated global delivery model that employs client service and delivery teams based at client locations and dedicated global and regional delivery centers. Our collaborative services include digital services and solutions, consulting, application development, systems integration, quality engineering and assurance, engineering research and development, application maintenance, infrastructure and security as well as business process services and automation. Digital, AI-enhanced services continue to be an important part of our portfolio, aligning with our clients' focus on becoming data-enabled, customer-centric and differentiated businesses.

At the end of 2024, we completed our NextGen program, which was aimed at simplifying our operating model, optimizing corporate functions and consolidating and realigning office space to reflect the post-pandemic hybrid work environment. The savings generated by the program are funding continued investments in our people, revenue growth opportunities and the modernization of our office space. In 2024, we incurred \$134 million of employee separation, facility exit and other costs related to the program, bringing the total costs incurred since inception to \$363 million. See [Note 4](#) to our consolidated financial statements.

### 2024 Financial Results



During the year ended December 31, 2024, revenues increased by \$383 million as compared to the year ended December 31, 2023, representing an increase of 2.0%, or 1.9% on a constant currency basis<sup>1</sup>. Our recently completed acquisitions contributed 200 basis points to revenue growth. Additionally, revenues were positively impacted by growth in our Health Sciences segment, partially offset by weakness primarily in our Products and Resources (excluding the impact of our recently completed acquisitions) and Financial Services segments.

<sup>1</sup> Adjusted Income From Operations, Adjusted Operating Margin, Adjusted Diluted EPS and constant currency revenue growth are not measurements of financial performance prepared in accordance with GAAP. See "Non-GAAP Financial Measures" for more information and reconciliations to the most directly comparable GAAP financial measures.

Our operating margin and Adjusted Operating Margin <sup>2</sup> increased to 14.7% and 15.3%, respectively, for the year ended December 31, 2024, from 13.9% and 15.1%, respectively, for the year ended December 31, 2023. Our 2024 GAAP and Adjusted Operating Margins were positively impacted by net savings generated from our NextGen program and the beneficial impact of foreign currency exchange rate movements, while being negatively impacted by increased compensation costs, primarily as a result of a merit increase cycle completed during the third quarter of 2024, and the dilutive impact of recently completed acquisitions, primarily driven by transaction and integration related expenses and amortization of acquired intangibles. In addition, our GAAP operating margins for 2024 and 2023, were negatively impacted by the NextGen charges, as discussed in [Note 4](#) to our consolidated financial statements, which were excluded from our Adjusted Operating Margin.

As a global professional services company, we compete on the basis of the knowledge, experience, insights, skills and talent of our employees and the value they can provide to our clients. We closely monitor attrition trends focusing on the metric that we believe is most relevant to our business. For the year ended December 31, 2024 our Voluntary Attrition - Tech Services was 15.9% as compared to 13.8% for the year ended December 31, 2023. We finished 2024 with approximately 336,800 employees as compared to 347,700 employees at the end of 2023.

## Business Outlook

See "Overview" within [Part I, Item 1. Business](#) for information on our strategic approach.

We continue to expect the focus of our clients to be on their transformation into AI-ready, technology-driven, data-enabled, customer-centric and differentiated businesses. To support this transformation and drive greater business resiliency, we expect clients will continue to demand services and solutions that can enhance productivity and deliver cost savings. We believe clients will continue to contend with industry-specific changes driven by evolving digital technologies, uncertainty in the regulatory environment, industry consolidation and convergence as well as international trade policies and other macroeconomic and geopolitical factors, including the uncertainty related to the global economy, which has affected and may continue to affect their demand for our services.

We increasingly use AI-based technologies, including GenAI, in our client offerings and our own internal operations. AI technologies and services are part of a highly competitive and rapidly evolving market. We plan to make significant investments in our AI capabilities to meet the needs of our clients and harness AI's value in a flexible, secure, scalable and responsible way. As AI-based technologies or other forms of automation evolve, we expect that demand for some services that we currently perform for our clients may be reduced and our ability to obtain favorable pricing or other terms for our services may be diminished.

Potential tax law and other regulatory changes, including possible U.S. corporate income tax reform and the Code on Social Security, 2020 in India, among other items, may impact our future results. We expect that the Code on Social Security, 2020, if enacted as currently written, could result in a material one-time increase to our post-employment liability for past service and would also modestly increase our costs for employment and post-employment benefits prospectively. In addition, in March 2024, India and Mauritius signed a Protocol to amend the India-Mauritius Income Tax Treaty. We are currently evaluating the potential impact of the amendment, which, depending on its final terms when entered into force, could increase our effective income tax rate, as CTS India is a subsidiary of our wholly-owned Mauritius entity. For additional information, see [Part I, Item 1A. Risk Factors](#).

During the third quarter of 2024, we completed the acquisition of Belcan. See [Note 3](#) to our consolidated financial statements. This acquisition is expected to have a modest near-term dilutive impact to our 2025 operating margin, primarily due to integration-related expenses and amortization of acquired intangibles.

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<sup>2</sup> Adjusted Operating Margin is not a measurement of financial performance prepared in accordance with GAAP. See "Non-GAAP Financial Measures" for more information and reconciliations to the most directly comparable GAAP financial measures.

## Results of Operations

For a discussion of our results of operations for the year ended December 31, 2022, including a year-to-year comparison between 2023 and 2022, refer to Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report Form 10-K for the year ended December 31, 2023.

### The Year Ended December 31, 2024 Compared to The Year Ended December 31, 2023

The following table sets forth certain financial data for the years ended December 31:

(Dollars in millions, except per share data)	2024	% of Revenues	2023	% of Revenues	Increase / Decrease	
					\$	%
Revenues	\$ 19,736	100.0	\$ 19,353	100.0	\$ 383	2.0
Cost of revenues <sup>(a)</sup>	12,958	65.7	12,664	65.4	294	2.3
Selling, general and administrative expenses <sup>(a)</sup>	3,223	16.3	3,252	16.8	(29)	(0.9)
Restructuring charges	134	0.7	229	1.2	(95)	(41.5)
Depreciation and amortization expense	529	2.7	519	2.7	10	1.9
Income from operations and operating margin	2,892	14.7	2,689	13.9	203	7.5
Other income (expense), net	46		98		(52)	(53.1)
Income before provision for income taxes	2,938	14.9	2,787	14.4	151	5.4
Provision for income taxes	(713)		(668)		(45)	6.7
Income (loss) from equity method investments	15		7		8	114.3
Net income	\$ 2,240	11.3	\$ 2,126	11.0	\$ 114	5.4
Diluted EPS	\$ 4.51		\$ 4.21		\$ 0.30	7.1
<i>Other Financial Information</i> <sup>3</sup>						
Adjusted Income From Operations and Adjusted Operating Margin	\$ 3,026	15.3	\$ 2,918	15.1	\$ 108	3.7
Adjusted Diluted EPS	\$ 4.75		\$ 4.55		\$ 0.20	4.4

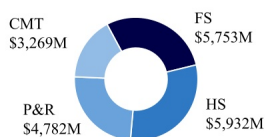
(a) Exclusive of depreciation and amortization expense

<sup>3</sup> Adjusted Income from Operations, Adjusted Operating Margin and Adjusted Diluted EPS are not measures of financial performance prepared in accordance with GAAP. See "Non-GAAP Financial Measures" for more information and reconciliations to the most directly comparable GAAP financial measures, as applicable.

## Revenues - Reportable Business Segments and Geographic Markets

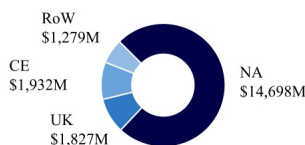
Revenues of \$19,736 million across our business segments and geographies were as follows for the year ended December 31, 2024:

### Business Segments



2024 as compared to 2023	Increase / (Decrease)		
(Dollars in millions)	\$	%	CC % <sup>4</sup>
Health Sciences	\$ 258	4.5	4.5
Financial Services	(56)	(1.0)	(1.1)
Products and Resources	154	3.3	3.2
CMT	27	0.8	0.5
Total revenues	\$ 383	2.0	1.9

### Geographic Markets



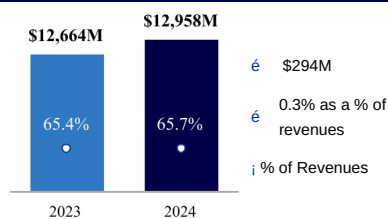
2024 as compared to 2023	Increase / (Decrease)		
(Dollars in millions)	\$	%	CC % <sup>4</sup>
North America	\$ 435	3.0	3.1
United Kingdom	(58)	(3.1)	(5.1)
Continental Europe	23	1.2	0.9
Europe - Total	(35)	(0.9)	(2.1)
Rest of World	(17)	(1.3)	—
Total revenues	\$ 383	2.0	1.9

Change in revenues was driven by the following factors:

- North America revenues, particularly in the Health Sciences segment, were positively impacted by the ramp up of several recently won large deals;
- Recently completed acquisitions contributed 200 basis points of growth to the overall change in revenues, including approximately 600 basis points of growth to our Products and Resources segment (primarily in North America) and approximately 150 basis points of growth to our Communications, Media and Technology segment (primarily in North America);
- The resale of third-party products, primarily in North America, in connection with our integrated offerings strategy, contributed 70 basis points of growth to the overall change in revenue;
- Reduced demand for discretionary work negatively impacted revenues across all segments. Clients in our Financial Services, Products and Resources, and Communications, Media and Technology segments were particularly affected;
- Revenue decline in our United Kingdom region was primarily driven by weakness in the Communications, Media and Technology and Financial Services segments; and
- Revenue decline in our Rest of World region was primarily driven by weakness in the Products and Resources and Financial Services segments.

<sup>4</sup> Constant currency revenue growth is not a measure of financial performance prepared in accordance with GAAP. See "Non-GAAP Financial Measures" for more information.

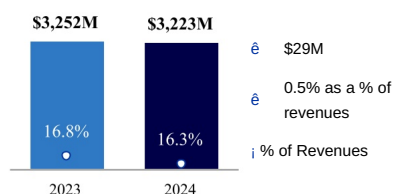
### Cost of Revenues (Exclusive of Depreciation and Amortization Expense)



Our cost of revenues consists primarily of salaries, incentive-based compensation, stock-based compensation expense, employee benefits, project-related immigration and travel for technical personnel, subcontracting and costs of third-party products and services relating to revenues. The increase, as a percentage of revenues, was due to higher compensation costs, primarily as a result of a merit increase cycle, and the resale of third-party products in connection with our integrated offerings strategy, partially offset by the beneficial impact of foreign currency exchange rate movements and operational efficiencies.

### SG&A Expenses (Exclusive of Depreciation and Amortization Expense)

SG&A expenses consist primarily of salaries, incentive-based compensation, stock-based compensation expense, employee benefits, immigration, travel, marketing, communications, management, finance, administrative and occupancy costs. The decrease, as a percentage of revenues, was primarily driven by the net savings generated from our NextGen program, partially offset by the impact of recently completed acquisitions, primarily as a result of transaction and integration related expenses.



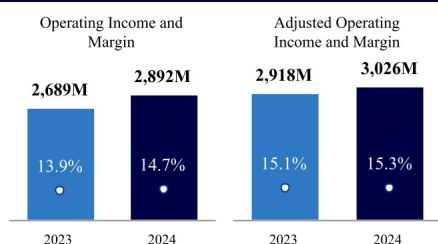
### Restructuring Charges

Restructuring charges consist of costs related to the NextGen program. Restructuring charges were \$134 million or 0.7%, as a percentage of revenues for the year ended December 31, 2024, as compared to \$229 million or 1.2%, as a percentage of revenue, for the year ended December 31, 2023. For further detail on our restructuring charges see [Note 4](#) to our consolidated financial statements.

### Depreciation and Amortization Expense

Depreciation and amortization expense increased by 1.9%, and was flat as a percentage of revenues, in 2024 as compared to 2023. The increase in amortization expense driven by intangible assets related to our recently completed acquisitions was partially offset by the decline of depreciation expense, which was driven by actions taken under our NextGen program.

### Operating Margin and Adjusted Operating Margin<sup>5</sup> - Overall



The increase in our 2024 GAAP operating margin and Adjusted Operating Margin<sup>5</sup> was primarily driven by net savings generated from our NextGen program and the beneficial impact of foreign currency exchange rate movements, partially offset by increased compensation costs, primarily as a result of a merit increase cycle, and the dilutive impact of recently completed acquisitions, primarily as a result of transaction and integration related expenses and amortization of acquired intangibles. In addition, our 2024 and 2023 GAAP operating margins were negatively impacted by the NextGen charges, as discussed in [Note 4](#) to our consolidated financial statements, which were excluded from our Adjusted Operating Margin<sup>5</sup>.

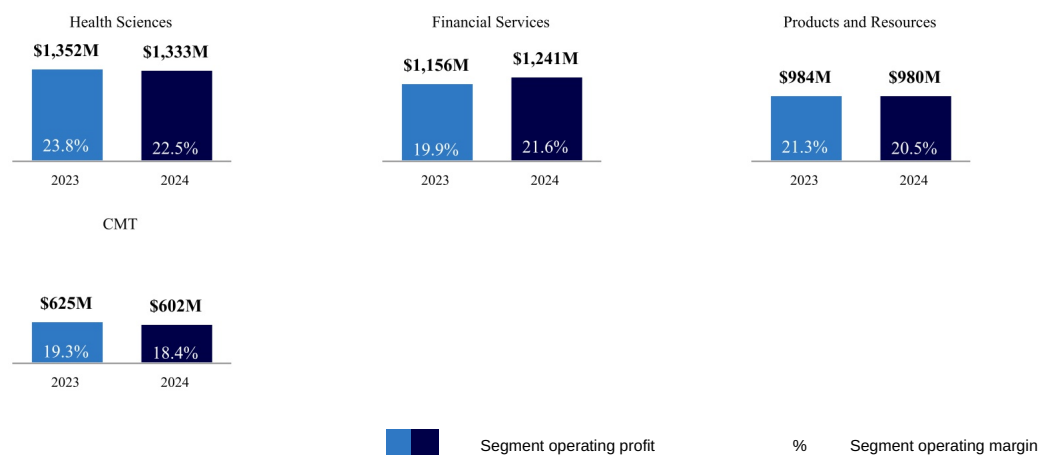
<sup>5</sup> Adjusted Income From Operations and Adjusted Operating Margin are not measurements of financial performance prepared in accordance with GAAP. See "Non-GAAP Financial Measures" for more information and reconciliations to the most directly comparable GAAP financial measures, as applicable.

A predominant portion of our costs in India are denominated in the Indian rupee, representing approximately 24% of our global operating costs during the year ended December 31, 2024. These costs are subject to foreign currency exchange rate fluctuations, which have an impact on our results of operations. We enter into foreign exchange derivative contracts to hedge certain Indian rupee denominated payments in India. These hedges are intended to mitigate the volatility of the changes in the exchange rate between the U.S. dollar and the Indian rupee. Including the impact of the hedges, the depreciation of the Indian rupee positively impacted our operating margin for the year ended December 31, 2024 by 44 basis points as compared to the year ended December 31, 2023.

Excluding the impact of applicable designated cash flow hedges, the depreciation of the Indian rupee against the U.S. dollar positively impacted our operating margin by approximately 25 basis points in 2024. Each additional 1.0% change in exchange rate between the Indian rupee and the U.S. dollar will have the effect of moving our operating margin by approximately 18 basis points (excluding the impact of our cash flow hedges). In 2024, the settlement of our cash flow hedges positively impacted our operating margin by approximately 6 basis points, compared to a negative impact of 13 basis points in 2023.

### Segment Operating Profit

Segment operating profit and operating margin percentage were as follows:



In 2024, segment operating margins across all our segments were negatively impacted by increased compensation costs, partially offset by savings generated from our NextGen program and the beneficial impact of foreign currency exchange rate movements. Segment operating profit in the Health Sciences and Communications, Media and Technology segments was negatively impacted by resales of third-party products in connection with our integrated offerings strategy and higher costs typical to the initial phases of several recently won large deals. Segment operating profit in the Products and Resources segment was negatively impacted by the dilutive impact of the Belcan acquisition. Segment operating profit in the Financial Services segment was positively impacted by reduced resales of third-party products in connection with our integrated offerings strategy.

Total segment operating profit was as follows for the year ended December 31:

(Dollars in millions)	2024	% of Revenues	2023	% of Revenues	Increase / (Decrease)
Total segment operating profit	\$ 4,156	21.1	\$ 4,117	21.3	\$ 39
Less: unallocated costs	1,264	6.4	1,428	7.4	(164)
Income from operations	\$ 2,892	14.7	\$ 2,689	13.9	\$ 203

The decrease in unallocated costs for 2024 as compared to 2023 was primarily driven by lower corporate expenses as well as lower NextGen charges of \$134 million in 2024 as compared to \$229 million in 2023 (see [Note 4](#) to our consolidated financial statements).

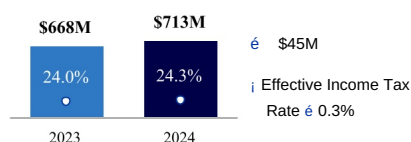
## Other Income (Expense), Net

Total other income (expense), net consists primarily of foreign currency exchange gains and losses, interest income and interest expense. The following table sets forth total other income (expense), net for the years ended December 31:

(in millions)	2024	2023	Increase / Decrease
Foreign currency exchange gains (losses)	\$ (29)	\$ 42	\$ (71)
Gains (losses) on foreign exchange forward contracts not designated as hedging instruments	10	(40)	50
Foreign currency exchange gains (losses), net	(19)	2	(21)
Interest income	119	126	(7)
Interest expense	(54)	(41)	(13)
Other, net	—	11	(11)
Total other income (expense), net	\$ 46	\$ 98	\$ (52)

The foreign currency exchange losses were attributed to the remeasurement of net monetary assets and liabilities denominated in currencies other than the functional currencies of our subsidiaries. The gains on foreign exchange forward contracts not designated as hedging instruments related to the realized and unrealized gains and losses on contracts entered into to offset our foreign currency exposures. As of December 31, 2024, the notional value of our undesignated hedges was \$489 million. Interest income for the year ended December 31, 2024 decreased by \$7 million as compared to 2023. While our invested balances decreased during the year ended December 31, 2024, primarily due to the required payment related to the ITD dispute in January 2024 (see [Note 11](#) to our consolidated financial statements) and the Belcan acquisition in August 2024, we benefited from higher interest rates compared to the year ended December 31, 2023. Interest expense for the year ended December 31, 2024 increased by \$13 million as compared to 2023 primarily due to the drawdown on our revolving credit facility in connection with the Belcan acquisition.

## Provision for Income Taxes

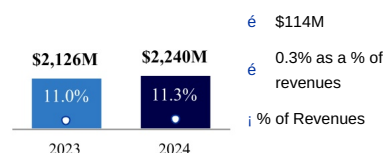


See [Note 11](#) to our consolidated financial statements for additional information.

In December 2021, the OECD adopted model rules for a global framework to impose a 15% global minimum tax referred to as Pillar Two with a targeted effective date of January 1, 2024. The OECD has continued and is continuing to issue additional guidance on the operation of the model rules. While the United States has not enacted Pillar Two, certain countries in which we operate have adopted their own version of the Pillar Two model rules. Although Management continues to monitor additional guidance from the OECD and countries' implementation of Pillar Two, based on current guidance, our net income, cash flows, or financial condition has not and will not in the future be materially impacted by Pillar Two.

## Net Income

The increase in net income was driven by the increase in income from operations.



## Non-GAAP Financial Measures

Portions of our disclosure include non-GAAP financial measures. 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. The reconciliations of non-GAAP financial measures to the corresponding GAAP measures set forth below should be carefully evaluated.

Our non-GAAP financial measures Adjusted Operating Margin and Adjusted Income from Operations exclude unusual items, such as NextGen charges. Our non-GAAP financial measure Adjusted Diluted EPS excludes unusual items, such as NextGen charges, and net non-operating foreign currency exchange gains or losses and the tax impact of all the applicable adjustments. For further detail on the NextGen charges, see [Note 4](#) to our consolidated financial statements. 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. Free cash flow is defined as cash flows from operating activities net of purchases of property and equipment.

We believe providing investors with an operating view consistent with how we manage the Company provides enhanced transparency into our operating results. For 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 executive officers and for making comparisons of our operating results to those of our competitors. We believe that the presentation of non-GAAP financial measures, which exclude certain costs, read in conjunction with our reported GAAP results and reconciliations to the most comparable GAAP measure, as applicable, 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 may exclude costs that are recurring such as 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 non-GAAP financial measures to allow investors to evaluate such non-GAAP financial measures.

The following table presents a reconciliation of each non-GAAP financial measure to the most comparable GAAP measure, as applicable, for the years ended December 31:

(Dollars in millions, except per share data)	2024	% of Revenues	2023	% of Revenues
GAAP income from operations and operating margin	\$ 2,892	14.7 %	\$ 2,689	13.9 %
NextGen charges <sup>(1)</sup>	134	0.6	229	1.2
Adjusted Income From Operations and Adjusted Operating Margin	\$ 3,026	15.3 %	\$ 2,918	15.1 %
GAAP diluted EPS	\$ 4.51		\$ 4.21	
Effect of NextGen charges, pre-tax	0.27		0.45	
Effect of non-operating foreign currency exchange losses (gains), pre-tax <sup>(2)</sup>	0.04		—	
Tax effect of above adjustments <sup>(3)</sup>	(0.07)		(0.11)	
Adjusted Diluted EPS	\$ 4.75		\$ 4.55	
Net cash provided by operating activities	\$ 2,124		\$ 2,330	
Purchases of property and equipment	(297)		(317)	
Free cash flow	\$ 1,827		\$ 2,013	

(1) Consists of employee separation, facility exit and other costs incurred in connection with the NextGen program. See [Note 4](#) to our consolidated financial statements for additional information.

- (2) Non-operating foreign currency exchange gains and losses, inclusive of gains and losses on related foreign exchange forward contracts not designated as hedging instruments for accounting purposes, are reported in "Foreign currency exchange gains (losses), net" in our consolidated statements of operations.
- (3) Presented below are the tax impacts of our non-GAAP adjustments to pre-tax income for the years ended December 31:

(in millions)	2024	2023
Non-GAAP income tax benefit (expense) related to:		
NextGen charges	\$ 34	59
Foreign currency exchange gains and losses	(4)	(6)

The effective tax rate related to non-operating foreign currency exchange gains and losses varies depending on the jurisdictions in which such income and expenses are generated and the statutory rates applicable in those jurisdictions. As such, the income tax effect of non-operating foreign currency exchange gains and losses shown in the above table may not appear proportionate to the net pre-tax foreign currency exchange gains and losses reported in our consolidated statements of operations.

## Liquidity and Capital Resources

Cash generated from operations has historically been our primary source of liquidity to fund operations and investments to grow our business. As of December 31, 2024, we had cash, cash equivalents and short-term investments of \$2,243 million. Additionally, as of December 31, 2024, we had available capacity under our credit facilities of approximately \$1.55 billion.

The following table provides a summary of our cash flows for the years ended December 31:

(in millions)	2024	2023	Increase / Decrease
Net cash provided by (used in):			
Operating activities	\$ 2,124	\$ 2,330	\$ (206)
Investing activities	(1,646)	(331)	(1,315)
Financing activities	(915)	(1,609)	694
<i>Other Cash Flow Information<sup>6</sup></i>			
Free cash flow	1,827	2,013	(186)

### Operating activities

The decrease in cash provided by operating activities in 2024 compared to 2023 was primarily driven by the \$360 million payment made in relation to our dispute with the ITD in January 2024 (see [Note 11](#) to our consolidated financial statements).

We monitor turnover, aging and the collection of accounts receivable by client. Our DSO calculation includes receivables, net of allowance for doubtful accounts, and contract assets, reduced by the uncollected portion of deferred revenue. Our DSO was 78 days as of December 31, 2024, 77 days as of December 31, 2023 and 74 days as of December 31, 2022.

### Investing activities

The increase in cash used in investing activities in 2024 compared to 2023 was primarily driven by higher payments for business combinations as well as lower net maturities of investments in 2024.

### Financing activities

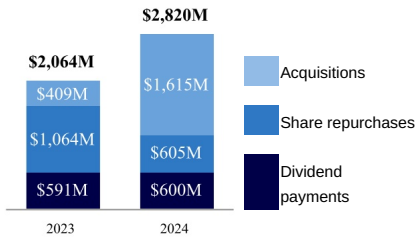
The decrease in cash used in financing activities in 2024 compared to 2023 was primarily driven by lower repurchases of common stock and net borrowings under the revolving credit facility to finance the Belcan acquisition.

We have a Credit Agreement providing for a \$650 million Term Loan and a \$1,850 million unsecured revolving credit facility, which are each due to mature in October 2027. As of December 31, 2024, we had \$300 million outstanding on the revolving credit facility, consisting of a Term Benchmark loan with a maturity of October 2027 and an Interest Period (as defined in the Credit Agreement) of one month. We are required under the Credit Agreement to make scheduled quarterly

<sup>6</sup> Free cash flow is not a measurement of financial performance prepared in accordance with GAAP. See "Non-GAAP Financial Measures" for more information.

principal payments on the Term Loan. We believe that we currently meet all conditions set forth in the Credit Agreement to borrow thereunder, and we are not aware of any conditions that would prevent us from borrowing part or all of the remaining available capacity under the revolving credit facility as of December 31, 2024 and through the date of this filing. See [Note 10](#) to our consolidated financial statements.

Capital Allocation Framework



Our capital allocation framework anticipates the deployment of approximately 50% of our free cash flow<sup>7</sup> for acquisitions and 50% for share repurchases and dividend payments. We review our capital allocation on an ongoing basis, considering our financial performance and liquidity position, investments required to execute our strategic plans and initiatives, acquisition opportunities, the economic outlook, regulatory changes and other relevant factors. As these factors may change over time, the actual amounts expended on stock repurchase activity, dividends, and acquisitions, if any, during any particular period cannot be predicted and may fluctuate from time to time.

Other Liquidity and Capital Resources Information

We seek to ensure that our cash is available in the locations in which it is needed. As part of our ongoing liquidity assessments, we regularly monitor the mix of our domestic and international cash flows and cash balances. We evaluate on an ongoing basis what portion of the non-U.S. cash, cash equivalents and short-term investments is needed locally to execute our strategic plans and what amount is available for repatriation back to the United States.

We expect operating cash flows, cash and short-term investment balances, together with the available capacity under our revolving credit facilities, to be sufficient to meet our operating requirements, including purchase commitments, tax payments, including the Tax Reform Act transition tax payment, and servicing our debt for the next twelve months. Our remaining Tax Reform Act transition tax payment of \$157 million is due in the second quarter of 2025. In 2024, our Tax Reform Act transition tax payment was \$123 million. Additionally, we have purchase commitments of approximately \$1.1 billion that will be paid over the next four years, of which approximately \$440 million will be paid during the next twelve months. In addition, see [Note 7](#) to our consolidated financial statements for a description of our operating lease obligations.

The ability to expand and grow our business in accordance with current plans, make acquisitions, meet long-term capital requirements beyond a twelve-month period and execute our capital return plan will depend on many factors, including the rate, if any, at which cash flow increases, our ability and willingness to pay for acquisitions with capital stock and the availability of public and private debt, including the ability to extend the maturity of or refinance our existing debt, and equity financing. We cannot be certain that additional financing, if required, will be available on terms and conditions acceptable to us, if at all.

Critical Accounting Estimates

Management’s discussion and analysis of our financial condition and results of operations is based on our accompanying consolidated financial statements that have been prepared in accordance with GAAP. We base our estimates on historical experience, current trends and on various other assumptions that are believed to be relevant at the time our consolidated financial statements are prepared. We evaluate our estimates on a continuous basis. However, the actual amounts may differ from the estimates used in the preparation of our consolidated financial statements.

We believe the following accounting estimates are the most critical to aid in fully understanding and evaluating our consolidated financial statements as they require the most difficult, subjective or complex judgments, resulting from the need to make estimates about the effect of matters that are inherently uncertain. Changes to these estimates could have a material effect on our results of operations and financial condition. Our significant accounting policies are described in [Note 1](#) to our consolidated financial statements.

**Revenue Recognition.** Revenues related to fixed-price contracts for application development and systems integration services, consulting or other technology services are recognized as the service is performed using the cost-to-cost method,

<sup>7</sup> Free cash flow is not a measurement of financial performance prepared in accordance with GAAP. See “Non-GAAP Financial Measures” for more information.

under which the total value of revenues is recognized on the basis of the percentage that each contract's total labor cost to-date bears to the total expected labor costs. Revenues related to fixed-price application maintenance, quality engineering and assurance and business process services are recognized using the cost-to-cost method, if the right to invoice is not representative of the value being delivered. The cost-to-cost method requires estimation of future costs, which is updated as the project progresses to reflect the latest available information. Such estimates and changes in estimates involve the use of judgment. The cumulative impact of any change in estimates is reflected in the financial reporting period in which the change in estimate becomes known. Net changes in estimates of such future costs were immaterial to the consolidated results of operations for the periods presented.

*Income Taxes.* Determining the consolidated provision for income taxes, deferred income tax assets (and related valuation allowance, if any) and liabilities requires significant judgment. We are required to calculate and provide for income taxes in each of the jurisdictions where we operate. Changes in the geographic mix of income before taxes or estimated level of annual pre-tax income can affect our overall effective income tax rate. In addition, transactions between our affiliated entities are arranged in accordance with applicable transfer pricing laws, regulations and relevant guidelines. As a result, and due to the interpretive nature of certain aspects of these laws and guidelines, we have pending applications for APAs before the taxing authorities in some of our most significant jurisdictions. It could take years for the relevant taxing authorities to negotiate and conclude these applications. The consolidated provision for income taxes may change period to period based on changes in facts and circumstances, such as settlements of income tax audits, the expiration of the applicable statute of limitations or finalization of our applications for APAs.

Our provision for income taxes also includes the impact of reserves established for uncertain income tax positions, as well as the related interest, which may require us to apply judgment to complex issues and may require an extended period of time to resolve. We apply a "more likely than not" threshold when assessing the need for a reserve for an uncertain tax position, which involves significant judgment. Although we believe we have adequately reserved for our uncertain tax positions, no assurance can be given that the final outcome of these matters will not differ from our recorded amounts. We adjust these reserves in light of changing facts and circumstances, such as the closing of a tax audit or the expiration of the applicable statute of limitations. Additionally, we have tax positions that we believe are more likely than not to be realized and for which we have therefore not established a reserve. To the extent that the final outcome of these matters differs from the amounts recorded, such differences may materially impact, positively or negatively, the provision for income taxes in the period in which such determination is made.

*Business Combinations, Goodwill and Intangible Assets.* Goodwill and intangible assets, including indefinite-lived intangible assets, arise from the accounting for business combinations. We account for business combinations using the acquisition method which requires us to estimate the fair value of identifiable assets acquired, liabilities assumed, including any contingent consideration, and any noncontrolling interest in the acquiree to properly allocate purchase price to the individual assets acquired and liabilities assumed. The allocation of the purchase price utilizes estimates and assumptions in determining the fair values of identifiable assets acquired and liabilities assumed, especially with respect to intangible assets, including the timing and amount of forecasted revenues and cash flows, anticipated growth rates, client attrition rates and the discount rate reflecting the risk inherent in future cash flows.

At each acquisition date, we allocate goodwill and intangible assets to our reporting units based on how we expect each reporting unit to benefit from the respective business combination. Our seven industry-based operating segments are our reporting units. We exercise judgment to allocate goodwill to the reporting units expected to benefit from each business combination. Goodwill is tested for impairment at the reporting unit level on an annual basis and between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying value. These events or circumstances could include a significant change in the business climate, regulatory environment, established business plans, operating performance indicators or competition. Evaluation of goodwill for impairment requires judgment, including the identification of reporting units, assignment of assets, liabilities and goodwill to reporting units and determination of the fair value of each reporting unit.

We estimate the fair value of our reporting units using a combination of an income approach, utilizing a discounted cash flow analysis, and a market approach, using market multiples. Under the income approach, we estimate projected future cash flows, the timing of such cash flows and long-term growth rates and determine the appropriate discount rate that reflects the risk inherent in the projected future cash flows. The discount rate used is based on a market participant weighted-average cost of capital and may be adjusted for the relevant risk associated with business-specific characteristics and the uncertainty related to the reporting unit's ability to execute on the projected future cash flows. Under the market approach, we estimate fair value based on market multiples of revenues and earnings derived from comparable publicly-traded companies with characteristics similar to the reporting unit. The estimates used to calculate the fair value of a reporting unit change from year to year based on operating results, market conditions and other factors. Changes in these estimates and assumptions could materially affect the determination of fair value for each reporting unit.

Based on our most recent evaluation of goodwill performed during the fourth quarter of 2024, we concluded that the goodwill in each of our reporting units was not at risk of impairment. As of December 31, 2024, our goodwill balance was \$6,953 million.

We review our finite-lived assets, including our finite-lived intangible assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. The carrying amount may not be recoverable when the sum of undiscounted expected future cash flows is less than the carrying amount of such asset groups. The impairment loss is determined as the amount by which the carrying amount of the asset group exceeds its fair value. Assessing the fair value of asset groups involves significant estimates and assumptions including estimation of future cash flows, the timing of such cash flows and discount rates reflecting the risk inherent in future cash flows.

**Recently Adopted and New Accounting Pronouncements**

See [Note 1](#) to our consolidated financial statements for additional information.

**Item 7A. Quantitative and Qualitative Disclosures about Market Risk**

**Foreign Currency Risk**

We are exposed to foreign currency exchange rate risk in the ordinary course of doing business as we transact or hold a portion of our funds in foreign currencies. Accordingly, we periodically evaluate the need for hedging strategies, including the use of derivative financial instruments, to mitigate the effect of foreign currency exchange rate fluctuations and expect to continue to use such instruments in the future to reduce foreign currency exposure to changes in the value of certain foreign currencies. All hedging transactions are authorized and executed pursuant to regularly reviewed policies and procedures.

Revenues from our clients in the United Kingdom, Continental Europe and Rest of World represented 9.2%, 9.8% and 6.5%, respectively, of our 2024 revenues, and are typically denominated in currencies other than the U.S. dollar. Accordingly, our revenues may be affected by fluctuations in the exchange rates, primarily the British pound and the Euro, as compared to the U.S. dollar.

A predominant portion of our costs in India are denominated in the Indian rupee, representing 24% of our global operating costs during 2024, and are subject to foreign currency exchange rate fluctuations. These foreign currency exchange rate fluctuations have an impact on our results of operations.

We have entered into a series of foreign exchange forward and option contracts that are designated as cash flow hedges of certain Indian rupee denominated payments in India. These U.S. dollar / Indian rupee hedges are intended to partially offset the impact of movement of exchange rates on future operating costs. As of December 31, 2024, the notional value and weighted average contract rates of these contracts by year of maturity were as follows:

	Notional Value (in millions)	Weighted Average Contract Rate (Indian rupee to U.S. dollar)
2025	\$ 2,010	85.8
2026	920	87.5
Total	\$ 2,930	86.3

As of December 31, 2024, the net unrealized loss on our outstanding foreign exchange forward and option contracts designated as cash flow hedges was \$34 million. Based upon a sensitivity analysis at December 31, 2024, which estimates the fair value of the contracts assuming certain market exchange rate fluctuations, a 10.0% change in the foreign currency exchange rate against the U.S. dollar with all other variables held constant would have resulted in a change in the fair value of our foreign exchange forward contracts designated as cash flow hedges of approximately \$277 million.

A portion of our balance sheet is exposed to foreign currency exchange rate fluctuations, which may result in non-operating foreign currency exchange gains or losses upon remeasurement. In 2024, we reported foreign currency exchange losses, exclusive of hedging gains, of approximately \$29 million, which were primarily attributed to the remeasurement of net monetary assets and liabilities denominated in currencies other than the functional currencies of our subsidiaries. We use foreign exchange forward contracts that are scheduled to mature in the first quarter of 2025 to provide an economic hedge against balance sheet exposure to certain monetary assets and liabilities denominated in currencies other than the functional currency of the subsidiary. At December 31, 2024, the notional value of these outstanding contracts was \$489 million and the net unrealized loss was \$1 million. Based upon a sensitivity analysis of our foreign exchange forward contracts at December 31,

2024, which estimates the fair value of the contracts assuming certain market exchange rate fluctuations, a 10.0% change in the foreign currency exchange rate against the U.S. dollar with all other variables held constant would have resulted in a change in the fair value of our foreign exchange forward contracts not designated as hedges of approximately \$30 million.

## Interest Rate Risk

We have a Credit Agreement providing for a \$650 million Term Loan and a \$1,850 million unsecured revolving credit facility, which are due to mature in October 2027. As of December 31, 2024, The Credit Agreement requires interest to be paid, at our option, at either the Term Benchmark, Adjusted Daily Simple RFR or the ABR Rate (each as defined in the Credit Agreement), plus, in each case, an Applicable Margin (as defined in the Credit Agreement). The Term Loan is a Term Benchmark loan. As of December 31, 2024, we had \$300 million outstanding on the revolving credit facility, consisting of a Term Benchmark loan with a maturity of October 2027 and an Interest Period (as defined in the Credit Agreement) of one month. Thus, our debt exposes us to market risk from changes in interest rates. We performed a sensitivity analysis to determine the effect of interest rate fluctuations on our interest expense. A 100 basis point change in interest rates, with all other variables held constant, would have an immaterial effect on our reported interest expense.

We have \$1,031 million of cash equivalents, and \$12 million of short-term investments as of December 31, 2024. Our cash equivalents, which consist of money market funds and time deposits, and our short-term investments, which consist primarily of a U.S. dollar denominated investment in a fixed income mutual fund, are exposed to fluctuations in interest rates, which may affect our interest income and the fair market value of the instruments. As of December 31, 2024, a 100 basis point change in interest rates, with all other variables held constant, would have an immaterial effect on the fair value of our cash equivalents as well as short-term investments.

Information provided by the sensitivity analysis of foreign currency risk and interest rate risk does not necessarily represent the actual changes that would occur under normal market conditions.

## Item 8. Financial Statements and Supplementary Data

The financial statements required to be filed pursuant to this Item 8 are appended to this Annual Report on Form 10-K. A list of the financial statements filed herewith is found in Part IV, "[Item 15. Exhibits, Financial Statements and Financial Statement Schedule.](#)"

## Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

## Item 9A. Controls and Procedures

### Evaluation of Disclosure Controls and Procedures

Our management, under the supervision and with the participation of our chief executive officer and our chief financial officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) as of December 31, 2024. Based on this evaluation, our chief executive officer and our chief financial officer concluded that, as of December 31, 2024, our disclosure controls and procedures were effective.

### Changes in Internal Control over Financial Reporting

There has been no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended) that occurred during the fiscal quarter ended December 31, 2024 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Management’s Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) and 15d-15(f) of the Securities Exchange Act of 1934, as amended, and is a process designed by, or under the supervision of, our chief executive and chief financial officers and effected by our Board of Directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that:

- Pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of our management and directors; and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company’s assets that could have a material effect on the financial statements.

Our management assessed the effectiveness of the Company’s internal control over financial reporting as of December 31, 2024. In making this assessment, the Company’s management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control-Integrated Framework* (2013). The scope of management’s assessment of the effectiveness of our internal control over financial reporting included all of our consolidated operations except for the operations of Belcan, which we acquired on August 26, 2024. Belcan’s operations represented approximately 7.7% of our consolidated total assets and 1.5% of our consolidated revenues as of and for the year ended December 31, 2024.

Based on its evaluation, our management has concluded that, as of December 31, 2024, our internal control over financial reporting was effective. PricewaterhouseCoopers LLP, the independent registered public accounting firm that audited the financial statements included in this annual report, has issued an attestation report on our internal control over financial reporting, as stated in their report which is included on page F-2.

Inherent Limitations of Internal Controls

Because of its inherent limitations, internal control over financial reporting may not prevent or detect all misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Item 9B. Other Information

(c) Trading Plans

No director or Section 16 officer adopted or terminated any Rule 10b5-1 trading arrangements or non-Rule 10b5-1 trading arrangements (in each case, as defined in Item 408(a) of Regulation S-K) during the three months ended December 31, 2024, except as follows:

Name	Title	Action	Date of adoption/termination	Scheduled expiration date <sup>(1)</sup>	Aggregate number of securities to be purchased/sold
Michael Patsalos-Fox	Director	Adoption	December 13, 2024	February 20, 2026	Sale of up to 25,000 shares of common stock

<sup>(1)</sup> The trading plan may also expire on such earlier date as all transactions under the trading plan are completed.

Each of the trading arrangements listed in the above table is intended to satisfy the affirmative defense conditions of Rule 10b5-1.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

**PART III**

**Item 10. Directors, Executive Officers and Corporate Governance**

The information relating to our executive officers in response to this item is contained in part under the caption "Information About Our Executive Officers" in [Part I](#) of this Annual Report on Form 10-K.

We have adopted a written code of ethics, entitled "Code of Ethics," that applies to all of our directors, executive officers and employees, including our principal executive officer, principal financial officer, principal accounting officer and controller, or persons performing similar functions. We make available our code of ethics free of charge through our website which is located at [www.cognizant.com](http://www.cognizant.com). We intend to post on our website all disclosures that are required by law or Nasdaq Stock Market listing standards concerning any amendments to, or waivers from, any provision of our code of ethics.

We have adopted an insider trading policy governing purchases, sales and/or other dispositions of our securities by our directors, officers, employees and other covered persons, as well as the Company itself, that we believe is reasonably designed to promote compliance with insider trading laws, rules and regulations and the exchange listing standards applicable to us. A copy of our insider trading policy is filed as Exhibit 19.1 to this Annual Report on Form 10-K.

The remaining information required by this item will be included under the caption "Corporate governance" in our definitive proxy statement for the 2025 Annual Meeting of Stockholders, which will be filed with the SEC pursuant to Regulation 14A not later than 120 days after the end of the fiscal year ended December 31, 2024 and is incorporated herein by reference to such proxy statement.

**Item 11. Executive Compensation**

The information required by this item will be included in our definitive proxy statement for the 2025 Annual Meeting of Stockholders and is incorporated herein by reference to such proxy statement.

**Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The information required by this item will be included in our definitive proxy statement for the 2025 Annual Meeting of Stockholders and is incorporated herein by reference to such proxy statement.

**Item 13. Certain Relationships and Related Transactions, and Director Independence**

The information required by this item will be included in our definitive proxy statement for the 2025 Annual Meeting of Stockholders and is incorporated herein by reference to such proxy statement.

**Item 14. Principal Accountant Fees and Services**

The information required by this item will be included in our definitive proxy statement for the 2025 Annual Meeting of Stockholders and is incorporated herein by reference to such proxy statement.

**PART IV**

**Item 15. Exhibits, Financial Statement Schedules**

- (a) (1) Consolidated Financial Statements.  
Reference is made to the Index to Consolidated Financial Statements on Page F-1.
- (2) Consolidated Financial Statement Schedule.  
Reference is made to the Index to Financial Statement Schedule on Page F-1.
- (3) Exhibits.

Schedules other than as listed above are omitted as not required or inapplicable or because the required information is provided in the consolidated financial statements, including the notes thereto.

**EXHIBIT INDEX**

Number	Exhibit Description	Incorporated by Reference				Filed or Furnished Herewith
		Form	File No.	Exhibit	Date	
2.1	<a href="#">Agreement and Plan of Merger, dated June 5, 2024, among Propulsion Holdings, LLC, Cognizant Domestic Holdings Corporation, Eagle Acquisition Sub, LLC, and Propulsion Intermediate, LP</a>	8-K	000-24429	2.1	6/10/2024	
3.1	<a href="#">Amended and Restated Certificate of Incorporation, dated June 4, 2024</a>	8-K	000-24429	3.1	6/7/2024	
3.2	<a href="#">Amended and Restated Bylaws, as adopted on September 14, 2018</a>	8-K	000-24429	3.1	9/20/2018	
4.1	<a href="#">Specimen Certificate for shares of Class A common stock</a>	S-4/A	333-101216	4.2	1/30/2003	
4.2	<a href="#">Description of Capital Stock</a>	10-K	000-24429	4.2	2/14/2020	
10.1†	<a href="#">Form of Indemnification Agreement for Directors and Officers</a>	10-Q	000-24429	10.1	8/7/2013	
10.2†	<a href="#">Form of Amended and Restated Executive Employment and Non-Disclosure, Non-Competition, and Invention Assignment Agreement, between the Company and each of the following current or former Executive Officers: Robert Telesmanic, Balu Ganesh Ayyar and John Kim</a>	10-K	000-24429	10.3	2/27/2018	
10.3†	<a href="#">2022 Form of Executive Employment and Non-Disclosure, Non-Competition and Invention Assignment Agreement between the Company and each of the following current or former Executive Officers: Surya Gummadi, Kathryn Diaz and Jatin Dalal</a>	10-Q	000-24429	10.1	7/28/2022	
10.4†	<a href="#">Executive Employment and Non-Disclosure, Non-Competition and Invention Assignment Agreement, entered into between the Company and Ravi Kumar Singiseti, dated effective January 12, 2023</a>	8-K	000-24429	10.2	1/12/2023	
10.5†	<a href="#">Offer Letter, by and between the Company and Ravi Kumar Singiseti, acknowledged and agreed January 9, 2023</a>	8-K	000-24429	10.1	1/12/2023	
10.6†	<a href="#">Offer Letter, by and between the Company and Jatin Dalal, acknowledged and agreed September 25, 2023</a>	8-K	000-24429	10.1	9/28/2023	
10.7†	<a href="#">Description of Reimbursement Arrangement with Jatin Dalal</a>	10-Q	000-24429	10.1	10/30/2024	
10.8†	<a href="#">Non-Employee Director Compensation Guidelines (effective as of June 4, 2024)</a>	10-Q	000-24429	10.9	7/31/2024	
<b>Cognizant</b>		43				<b>December 31, 2024 Form 10-K</b>

Number	Exhibit Description	Incorporated by Reference				Filed or Furnished Herewith
		Form	File No.	Exhibit	Date	
10.9†	<a href="#">2004 Employee Stock Purchase Plan (as amended and restated effective as of January 1, 2022)</a>	10-K	000-24429	10.7	2/16/2022	
10.10†	<a href="#">Cognizant Technology Solutions Corporation Amended and Restated 2009 Incentive Compensation Plan, effective March 9, 2015</a>	10-Q	000-24429	10.1	5/4/2015	
10.11†	<a href="#">Form of Restricted Stock Unit Award Agreement Non-Employee Director Deferred Issuance</a>	8-K	000-24429	10.7	7/6/2009	
10.12†	<a href="#">Form of Cognizant Technology Solutions Corporation Notice of Award of Restricted Stock Units Non-Employee Director Deferred Issuance</a>	8-K	000-24429	10.8	7/6/2009	
10.13†	<a href="#">Cognizant Technology Solutions Corporation 2017 Incentive Award Plan</a>	8-K	000-24429	10.1	6/7/2017	
10.14†	<a href="#">Form of Restricted Stock Unit Award Grant Notice</a>	10-Q	000-24429	10.2	8/3/2017	
10.15†	<a href="#">Form of Performance-Based Restricted Stock Unit Award Grant Notice</a>	10-Q	000-24429	10.3	8/3/2017	
10.16†	<a href="#">Form of Restricted Stock Unit Award Grant Notice</a>	10-Q	000-24429	10.4	8/3/2017	
10.17†	<a href="#">Form of Stock Option Grant Notice and Stock Option Agreement</a>	10-Q	000-24429	10.5	8/3/2017	
10.18†	<a href="#">Form of Restricted Stock Unit Award Grant Notice (March 5, 2020 form)</a>	10-Q	000-24429	10.1	5/8/2020	
10.19†	<a href="#">Form of Performance-Based Restricted Stock Unit Award Grant Notice (March 5, 2020 form)</a>	10-Q	000-24429	10.2	5/8/2020	
10.20†	<a href="#">Cognizant Technology Solutions Corporation 2023 Incentive Award Plan</a>	S-8	333-272444	99.1	6/6/2023	
10.21†	<a href="#">Form of Cognizant Technology Solutions Corporation Restricted Stock Unit Award Grant Notice for Employees, including Executive Officers</a>					Filed
10.22†	<a href="#">Form of Cognizant Technology Solutions Corporation Performance-Based Restricted Stock Unit Award Grant Notice</a>					Filed
10.23†	<a href="#">Form of Cognizant Technology Solutions Corporation Restricted Stock Unit Award Grant Notice for Non-Employee Director (Non-Deferred)</a>					Filed
10.24†	<a href="#">Form of Cognizant Technology Solutions Corporation Restricted Stock Unit Award Grant Notice Non-Employee Director (Deferred Settlement)</a>					Filed
10.25†	<a href="#">Form of Cognizant Technology Solutions Corporation Deferred Stock Unit Award Grant Notice Non-Employee Director (for Deferred Equity in lieu of Cash Retainer)</a>					Filed
10.26†	<a href="#">Letter Agreement with each of Steven Rohleder and Sandra Wijnberg regarding grant of dividend equivalents on previously issued Deferred Stock Units</a>	10-Q	000-24429	10.8	8/3/2023	
10.27†	<a href="#">Retirement, Death and Disability Policy</a>	10-Q	000-24429	10.1	7/30/2020	
10.28†	<a href="#">Cognizant Technology Solutions Corporation Senior Executive Cash Severance Policy</a>	8-K	000-24429	10.1	3/6/2023	

Number	Exhibit Description	Incorporated by Reference				Filed or Furnished Herewith
		Form	File No.	Exhibit	Date	
10.29	<a href="#">Credit Agreement, dated as of October 6, 2022, among Cognizant Technology Solutions Corporation, Cognizant Worldwide Limited, certain financial institutions party thereto and JPMorgan Chase Bank, N.A., as administrative agent</a>	8-K	000-24429	10.1	10/7/2022	
10.30	<a href="#">Amendment No. 1 to the Credit Agreement, dated as of October 6, 2022, among Cognizant Technology Solutions Corporation, Cognizant Worldwide Limited, certain financial institutions party thereto and JPMorgan Chase Bank, N.A., as administrative agent</a>	10-Q	000-24429	10.2	7/31/2024	
10.31†	<a href="#">First Amendment to the 2004 Employee Stock Purchase Plan (as amended and restated effective as of January 1, 2022)</a>	S-8	333-272444	99.3	6/6/2023	
19.1	<a href="#">Cognizant Technology Solutions Corporation Insider Trading Policy</a>					Filed
21.1	<a href="#">List of subsidiaries of the Company</a>					Filed
23.1	<a href="#">Consent of PricewaterhouseCoopers LLP</a>					Filed
31.1	<a href="#">Certification Pursuant to Rule 13a-14(a) and 15d-14(a) of the Exchange Act, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (Chief Executive Officer)</a>					Filed
31.2	<a href="#">Certification Pursuant to Rule 13a-14(a) and 15d-14(a) of the Exchange Act, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (Chief Financial Officer)</a>					Filed
32.1	<a href="#">Certification Pursuant to 18 U.S.C. Section 1350 (Chief Executive Officer)</a>					Furnished
32.2	<a href="#">Certification Pursuant to 18 U.S.C. Section 1350 (Chief Financial Officer)</a>					Furnished
97.1	<a href="#">Cognizant Technology Solutions Corporation Rule 10D-1 Compensation Recoupment (Clawback) Policy adopted September 6, 2023</a>	10-K	000-24429	97.1	2/14/2024	
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.					Filed
101.SCH	Inline XBRL Taxonomy Extension Schema Document					Filed
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					Filed
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					Filed
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					Filed
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					Filed
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)					Filed

† A management contract or compensatory plan or arrangement required to be filed as an exhibit pursuant to Item 15(a)(3) of Form 10-K.

**Item 16. Form 10-K Summary**

None.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION

By: /s/ RAVI KUMAR S

**Ravi Kumar S,**  
**Chief Executive Officer**  
**(Principal Executive Officer)**

Date: **February 12, 2025**

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ RAVI KUMAR S</u> <b>Ravi Kumar S</b>	Chief Executive Officer and Director (Principal Executive Officer)	February 12, 2025
<u>/s/ JATIN DALAL</u> <b>Jatin Dalal</b>	Chief Financial Officer (Principal Financial Officer)	February 12, 2025
<u>/s/ ROBERT TELESMANIC</u> <b>Robert Telesmanic</b>	Senior Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)	February 12, 2025
<u>/s/ STEPHEN J. ROHLEDER</u> <b>Stephen J. Rohleder</b>	Chair of the Board and Director	February 12, 2025
<u>/s/ ZEIN ABDALLA</u> <b>Zein Abdalla</b>	Director	February 12, 2025
<u>/s/ VINITA BALI</u> <b>Vinita Bali</b>	Director	February 12, 2025
<u>/s/ ERIC BRANDERIZ</u> <b>Eric Branderiz</b>	Director	February 12, 2025
<u>/s/ ARCHANA DESKUS</u> <b>Archana Deskus</b>	Director	February 12, 2025
<u>/s/ JOHN M. DINEEN</u> <b>John M. Dineen</b>	Director	February 12, 2025
<u>/s/ LEO S. MACKAY, JR.</u> <b>Leo S. Mackay, Jr.</b>	Director	February 12, 2025
<u>/s/ MICHAEL PATSALOS-FOX</u> <b>Michael Patsalos-Fox</b>	Director	February 12, 2025
<u>/s/ ABRAHAM SCHOT</u> <b>Abraham Schot</b>	Director	February 12, 2025
<u>/s/ KARIMA SILVENT</u> <b>Karima Silvent</b>	Director	February 12, 2025
<u>/s/ JOSEPH M. VELLI</u> <b>Joseph M. Velli</b>	Director	February 12, 2025
<u>/s/ SANDRA S. WIJNBERG</u> <b>Sandra S. Wijnberg</b>	Director	February 12, 2025

COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION  
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## Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Cognizant Technology Solutions Corporation

### **Opinions on the Financial Statements and Internal Control over Financial Reporting**

We have audited the accompanying consolidated statements of financial position of Cognizant Technology Solutions Corporation and its subsidiaries (the "Company") as of December 31, 2024 and 2023, and the related consolidated statements of operations, of comprehensive income, of stockholders' equity and of cash flows for each of the three years in the period ended December 31, 2024, including the related notes and financial statement schedule listed in the accompanying index (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

### **Basis for Opinions**

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control Over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As described in Management's Report on Internal Control over Financial Reporting, management has excluded Belcan from its assessment of internal control over financial reporting as of December 31, 2024 because it was acquired by the Company in a purchase business combination during 2024. We have also excluded Belcan from our audit of internal control over financial reporting. Belcan is a wholly-owned subsidiary whose total assets and total revenues excluded from management's assessment and our audit of internal control over financial reporting represent 7.7% and 1.5%, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2024.

### **Definition and Limitations of Internal Control over Financial Reporting**

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the

company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

#### **Critical Audit Matters**

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

##### *Revenue Recognition – Expected Labor Costs to Complete for Certain Fixed-Price Contracts*

As described in Notes 1 and 2 to the consolidated financial statements, fixed-price contracts comprised \$9.0 billion of the Company's total revenues for the year ended December 31, 2024, which includes performance obligations where control is transferred over time. For performance obligations where control is transferred over time, revenues are recognized based on the extent of progress towards completion of the performance obligation. The selection of the method to measure progress towards completion requires judgment and is based primarily on the nature of the deliverables to be provided. Management recognizes revenues related to fixed-price contracts for application development and systems integration services, consulting or other technology services as the service is performed using the cost-to-cost method, under which the total value of revenues is recognized on the basis of the percentage that each contract's total labor cost to date bears to the total expected labor costs. The cost-to-cost method requires estimation of future costs, which is updated as the project progresses to reflect the latest available information. Revenues related to fixed-price application maintenance, quality engineering and assurance as well as business process services are recognized based on management's right to invoice for services performed for contracts in which the invoicing is representative of the value being delivered. If management's invoicing is not consistent with the value delivered, revenues are recognized as the service is performed based on the cost-to-cost method described above.

The principal considerations for our determination that performing procedures relating to revenue recognition – expected labor costs to complete for certain fixed-price contracts is a critical audit matter are the significant judgment by management when developing the estimated total expected labor costs to complete fixed-price contracts and the significant auditor judgment, subjectivity, and effort in performing procedures and evaluating audit evidence relating to management's estimate of total expected labor costs.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the revenue recognition process, including controls over the development of the estimated total expected labor costs to complete fixed-price contracts. These procedures also included, among others, evaluating and testing management's process for developing the estimated total expected labor costs for a sample of contracts, which included evaluating the reasonableness of the total expected labor cost assumptions used by management. Evaluating the reasonableness of the assumptions related to the total expected labor costs involved assessing management's ability to reasonably develop total expected labor costs by (i) performing a comparison of expected labor cost metrics at project inception with actual cost metrics for similar completed projects and (ii) evaluating the timely identification of circumstances that may warrant a modification to previous labor cost estimates, including actual labor costs in excess of estimates.

/s/ PricewaterhouseCoopers LLP  
New York, New York  
February 12, 2025

We have served as the Company's auditor since 1997.

**COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION**  
**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

(in millions, except par values)	December 31,	
	2024	2023
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 2,231	\$ 2,621
Short-term investments	12	14
Trade accounts receivable, net	4,059	3,849
Other current assets	1,202	1,022
Total current assets	7,504	7,506
Property and equipment, net	994	1,048
Operating lease assets, net	552	611
Goodwill	6,953	6,085
Intangible assets, net	1,599	1,149
Deferred income tax assets, net	1,248	993
Long-term investments	90	435
Other noncurrent assets	1,026	656
Total assets	\$ 19,966	\$ 18,483
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable	\$ 340	\$ 337
Deferred revenue	450	385
Short-term debt	33	33
Operating lease liabilities	152	153
Accrued expenses and other current liabilities	2,610	2,425
Total current liabilities	3,585	3,333
Deferred revenue, noncurrent	30	42
Operating lease liabilities, noncurrent	420	523
Deferred income tax liabilities, net	154	226
Long-term debt	875	606
Long-term income taxes payable	—	157
Other noncurrent liabilities	494	369
Total liabilities	5,558	5,256
Commitments and contingencies (See <a href="#">Note 15</a> )		
Stockholders' equity:		
Preferred stock, \$ 0.10 par value, 15 shares authorized, none issued	—	—
Class A common stock, \$ 0.01 par value, 1,000 shares authorized, 495 and 498 shares issued and outstanding as of December 31, 2024 and 2023, respectively	5	5
Additional paid-in capital	13	15
Retained earnings	14,686	13,301
Accumulated other comprehensive income (loss)	( 296 )	( 94 )
Total stockholders' equity	14,408	13,227
Total liabilities and stockholders' equity	\$ 19,966	\$ 18,483

The accompanying notes are an integral part of the consolidated financial statements.

**COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

(in millions, except per share data)	Year Ended December 31,		
	2024	2023	2022
Revenues	\$ 19,736	\$ 19,353	\$ 19,428
Operating expenses:			
Cost of revenues (exclusive of depreciation and amortization expense shown separately below)	12,958	12,664	12,448
Selling, general and administrative expenses	3,223	3,252	3,443
Restructuring charges	134	229	—
Depreciation and amortization expense	529	519	569
Income from operations	2,892	2,689	2,968
Other income (expense), net:			
Interest income	119	126	59
Interest expense	( 54 )	( 41 )	( 19 )
Foreign currency exchange gains (losses), net	( 19 )	2	7
Other, net	—	11	1
Total other income (expense), net	46	98	48
Income before provision for income taxes	2,938	2,787	3,016
Provision for income taxes	( 713 )	( 668 )	( 730 )
Income (loss) from equity method investments	15	7	4
Net income	\$ 2,240	\$ 2,126	\$ 2,290
Basic earnings per share	\$ 4.52	\$ 4.21	\$ 4.42
Diluted earnings per share	\$ 4.51	\$ 4.21	\$ 4.41
Weighted average number of common shares outstanding—Basic	496	505	518
Dilutive effect of shares issuable under stock-based compensation plans	1	—	1
Weighted average number of common shares outstanding—Diluted	497	505	519

The accompanying notes are an integral part of the consolidated financial statements.

**COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**

(in millions)	Year Ended December 31,		
	2024	2023	2022
Net income	\$ 2,240	\$ 2,126	\$ 2,290
Change in Accumulated other comprehensive income (loss), net of tax:			
Foreign currency translation adjustments	( 150 )	144	( 228 )
Unrealized gains and losses on cash flow hedges	( 35 )	61	( 108 )
Loss on defined benefit plans	( 17 )	—	—
Other comprehensive income (loss)	( 202 )	205	( 336 )
Comprehensive income	\$ 2,038	\$ 2,331	\$ 1,954

The accompanying notes are an integral part of the consolidated financial statements.

**COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**

(in millions, except per share data)	Class A Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
	Shares	Amount				
Balance, December 31, 2021	525	\$ 5	\$ 27	\$ 11,922	\$ 37	\$ 11,991
Net income	—	—	—	2,290	—	2,290
Other comprehensive income (loss)	—	—	—	—	( 336 )	( 336 )
Common stock issued, stock-based compensation plans	4	—	86	—	—	86
Stock-based compensation expense	—	—	261	—	—	261
Repurchases of common stock	( 20 )	—	( 359 )	( 1,059 )	—	( 1,418 )
Dividends declared, \$ 1.08 per share	—	—	—	( 565 )	—	( 565 )
Balance, December 31, 2022	509	5	15	12,588	( 299 )	12,309
Net income	—	—	—	2,126	—	2,126
Other comprehensive income (loss)	—	—	—	—	205	205
Common stock issued, stock-based compensation plans	4	—	71	—	—	71
Stock-based compensation expense	—	—	176	—	—	176
Repurchases of common stock	( 15 )	—	( 247 )	( 823 )	—	( 1,070 )
Dividends declared, \$ 1.16 per share	—	—	—	( 590 )	—	( 590 )
Balance, December 31, 2023	498	5	15	13,301	( 94 )	13,227
Net income	—	—	—	2,240	—	2,240
Other comprehensive income (loss)	—	—	—	—	( 202 )	( 202 )
Common stock issued, stock-based compensation plans	4	—	63	—	—	63
Common stock issued, acquisition related	1	—	113	—	—	113
Stock-based compensation expense	—	—	175	—	—	175
Repurchases of common stock	( 8 )	—	( 353 )	( 255 )	—	( 608 )
Dividends declared, \$ 1.20 per share	—	—	—	( 600 )	—	( 600 )
Balance, December 31, 2024	495	\$ 5	\$ 13	\$ 14,686	\$ ( 296 )	\$ 14,408

The accompanying notes are an integral part of the consolidated financial statements.

**COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

(in millions)	Year Ended December 31,		
	2024	2023	2022
Cash flows from operating activities:			
Net income	\$ 2,240	\$ 2,126	\$ 2,290
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	542	555	569
Deferred income taxes	( 355 )	( 339 )	( 273 )
Stock-based compensation expense	175	176	261
Other, net	32	1	45
Changes in operating assets and liabilities, net of effects of businesses acquired:			
Trade accounts receivable	( 49 )	( 43 )	( 238 )
Other current and noncurrent assets	( 386 )	123	343
Accounts payable	( 23 )	( 23 )	( 11 )
Deferred revenue, current and noncurrent	44	( 4 )	( 26 )
Other current and noncurrent liabilities	( 96 )	( 242 )	( 392 )
Net cash provided by operating activities	2,124	2,330	2,568
Cash flows from investing activities:			
Purchases of property and equipment	( 297 )	( 317 )	( 332 )
Purchases of available-for-sale investment securities	—	( 59 )	( 1,227 )
Proceeds from maturity of available-for-sale investment securities	—	285	1,315
Purchases of held-to-maturity investment securities	—	( 3 )	( 44 )
Proceeds from maturity of held-to-maturity investment securities	3	24	54
Purchases of other investments	( 2 )	( 379 )	( 546 )
Proceeds from maturity or sale of other investments	265	527	1,013
Proceeds from sales of businesses	—	—	28
Payments for business combinations, net of cash acquired	( 1,615 )	( 409 )	( 367 )
Net cash (used in) investing activities	( 1,646 )	( 331 )	( 106 )
Cash flows from financing activities:			
Issuance of common stock under stock-based compensation plans	63	71	86
Repurchases of common stock	( 605 )	( 1,064 )	( 1,422 )
Repayment of term loan borrowings and earnout obligations and finance leases	( 73 )	( 25 )	( 686 )
Proceeds from borrowings under the revolving credit facility	600	—	—
Repayment of notes outstanding under the revolving credit facility	( 300 )	—	—
Proceeds from debt refinancing	—	—	650
Debt issuance costs	—	—	( 3 )
Dividends paid	( 600 )	( 591 )	( 564 )
Net cash (used in) financing activities	( 915 )	( 1,609 )	( 1,939 )
Effect of exchange rate changes on cash, cash equivalents and restricted cash and cash equivalents	( 49 )	33	( 21 )
(Decrease) increase in cash, cash equivalents and restricted cash and cash equivalents	( 486 )	423	502
Cash, cash equivalents and restricted cash, beginning of year	2,717	2,294	1,792
Cash, cash equivalents, and restricted cash and cash equivalents, end of year	\$ 2,231	\$ 2,717	\$ 2,294
Supplemental information:			
Cash paid for income taxes during the year	\$ 1,120	\$ 1,245	\$ 813
Cash interest paid during the year	\$ 53	\$ 40	\$ 15

The accompanying notes are an integral part of the consolidated financial statements.

**COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Dollars in millions, except share data)

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**Note 1 — Business Description and Summary of Significant Accounting Policies**

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The terms “Cognizant,” “we,” “our,” “us” and “the Company” refer to Cognizant Technology Solutions Corporation and its subsidiaries unless the context indicates otherwise.

*Description of Business.* We are one of the world’s leading professional services companies, engineering modern businesses and delivering strategic outcomes for our clients. We help clients modernize technology, reimagine processes and transform experiences so they can stay ahead in today’s fast-changing world, where AI is beginning to reshape organizations in every field. We provide industry expertise and close client collaboration, combining critical perspective with a flexible engagement style. We tailor our services and solutions to specific industries with an integrated global delivery model that employs client service and delivery teams based at client locations and dedicated global and regional delivery centers. Our collaborative services include digital services and solutions, consulting, application development, systems integration, quality engineering and assurance, engineering research and development, application maintenance, infrastructure and security as well as business process services and automation. Digital, AI-enhanced services continue to be an important part of our portfolio, aligning with our clients’ focus on becoming data-enabled, customer-centric and differentiated businesses.

*Basis of Presentation, Principles of Consolidation and Use of Estimates.* The consolidated financial statements are presented in accordance with GAAP and reflect the consolidated financial position, results of operations, comprehensive income and cash flows of our consolidated subsidiaries for all periods presented. All intercompany balances and transactions have been eliminated in consolidation.

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts in the consolidated financial statements and accompanying disclosures. We evaluate our estimates on a continuous basis. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. The actual amounts may vary from the estimates used in the preparation of the accompanying consolidated financial statements.

*Cash and Cash Equivalents and Investments.* Cash and cash equivalents consist of all cash balances, including money market funds and time deposits that have a maturity, at the date of purchase, of 90 days or less.

We determine the appropriate classification of our investments in marketable securities at the date of purchase and reevaluate such designation at each balance sheet date. We classify and account for our marketable debt securities as either available-for-sale or held-to-maturity. We determine the cost of the securities sold based on the specific identification method. Our held-to-maturity investment securities are financial instruments that we have the intent and ability to hold to maturity and we classify these securities with maturities less than one year as short-term investments. Any held-to-maturity investment securities with maturities beyond one year from the balance sheet date are classified as long-term investments. Held-to-maturity securities are reported at amortized cost. Interest and amortization of premiums and discounts for debt securities are included in interest income.

On initial recognition and on an ongoing basis, we evaluate our held-to-maturity investment securities for expected credit losses collectively when they share similar risk characteristics or individually, when the risk characteristics are different. The allowance for expected credit losses is determined using our historical loss experience. We monitor the credit ratings of the securities in our portfolio to evaluate the need for any changes to the allowance. An increase or a decrease in the allowance for expected credit losses is recorded through income as a credit loss expense or a reversal thereof. The allowance for expected credit losses is presented as a deduction from the amortized cost. A held-to-maturity investment security is written off when deemed uncollectible.

*Financial Assets and Liabilities.* Cash and certain cash equivalents, time deposits, trade receivables, accounts payable and other accrued liabilities are short-term in nature and, accordingly, their carrying values approximate fair value.

*Property and Equipment.* Property and equipment are stated at cost, net of accumulated depreciation. Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets. Leasehold improvements are amortized on a straight-line basis over the shorter of the term of the lease or the estimated useful life of the asset. Deposits paid towards acquisition of long-lived assets and the cost of assets not put in use by the balance sheet date are disclosed under the caption “Capital work-in-progress” in [Note 6](#).

**Leases.** Our lease asset classes primarily consist of operating leases for office space, data centers and IT equipment. At inception of a contract, we determine whether a contract contains a lease, and if a lease is identified, whether it is an operating or finance lease. In determining whether a contract contains a lease we consider whether (1) we have the right to obtain substantially all of the economic benefits from the use of the asset throughout the term of the contract, (2) we have the right to direct how and for what purpose the asset is used throughout the term of the contract and (3) we have the right to operate the asset throughout the term of the contract without the lessor having the right to change the terms of the contract. Some of our lease agreements contain both lease and non-lease components that we account for as a single lease component for all of our lease asset classes.

Our ROU lease assets represent our right to use an underlying asset for the lease term and may include any advance lease payments made and any initial direct costs and exclude lease incentives. Our lease liabilities represent our obligation to make lease payments arising from the terms of the lease. ROU lease assets and lease liabilities are recognized at the commencement of the lease and are calculated using the present value of lease payments over the lease term. Typically, our lease agreements do not provide sufficient detail to determine the rate implicit in the lease. Therefore, we use our estimated country-specific incremental borrowing rate based on information available at the commencement date of the lease to calculate the present value of the lease payments. In estimating our country-specific incremental borrowing rates, we consider market rates of comparable collateralized borrowings for similar terms. Our lease terms may include the option to extend or terminate the lease before the end of the contractual lease term. Our ROU lease assets and lease liabilities include these options when it is reasonably certain that they will be exercised.

A portion of our real estate lease costs is subject to annual changes in the CPI. Changes in CPI subsequent to the lease commencement are treated as variable lease payments and are recognized in the period in which the obligation for those payments is incurred. Other variable lease costs primarily relate to adjustments for common area maintenance, utilities, property tax and lease concessions. These variable costs are recognized in the period in which the obligation is incurred.

We elect not to recognize ROU assets and lease liabilities for short-term leases with a term equal to or less than 12 months. We recognize the lease payments in our income statement on a straight-line basis over the lease term and variable lease payments in the period in which the obligation for those payments is incurred.

Both ROU assets and finance lease assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the related asset group may not be recoverable.

**Internal Use Software.** We capitalize certain costs that are incurred to purchase, develop and implement internal-use software during the application development phase, which primarily include coding, testing and certain data conversion activities. These capitalized costs are reported in "Property and equipment, net" in our consolidated statements of financial position. Capitalized costs are amortized on a straight-line basis over the useful life of the software. Costs incurred in performing planning and post-implementation activities are expensed as incurred.

**Cloud Computing Arrangements.** We defer certain implementation costs that are incurred when implementing cloud computing service or software-as-a-service arrangements, which primarily include efforts associated with configuration and development activities. These capitalized costs are reported in "Other current assets" and "Other noncurrent assets" in our consolidated statements of financial position. Once the service is ready for use, deferred costs are expensed over the term of the arrangement and recognized in income from operations.

**Software to be Sold, Leased or Marketed.** We capitalize costs incurred after technological feasibility is reached but before software is available for general release to clients, which primarily include coding and testing activities. Once the product is ready for general release, capitalized costs are amortized over the useful life of the software.

**Business Combinations.** We account for business combinations using the acquisition method, which requires the identification of the acquirer, the determination of the acquisition date and the allocation of the purchase price paid by the acquirer to the identifiable tangible and intangible assets acquired, the liabilities assumed, including any contingent consideration and any noncontrolling interest in the acquiree at their acquisition date fair values. Goodwill represents the excess of the purchase price over the fair value of net assets acquired, including the amount assigned to identifiable intangible assets. Identifiable intangible assets with finite lives are amortized over their expected useful lives. Acquisition-related costs are expensed in the periods in which the costs are incurred. The results of operations of acquired businesses are included in our consolidated financial statements from the acquisition date.

**Equity Method Investments.** Equity investments that give us the ability to exercise significant influence, but not control, over an investee are accounted for using the equity method of accounting and recorded in the caption "Long-term investments" on our consolidated statements of financial position. Equity method investments are initially recorded at cost. We periodically

review the carrying value of our equity method investments to determine if there has been an other-than-temporary decline in the carrying value. The investment balance is increased to reflect contributions and our share of earnings and decreased to reflect our share of losses, distributions and other-than-temporary impairments. Our proportionate share of the net income or loss of the investee is recorded in the caption "Income (loss) from equity method investments" on our consolidated statements of operations.

*Long-lived Assets and Finite-lived Intangible Assets.* We review long-lived assets and certain finite-lived intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. The carrying amount may not be recoverable when the sum of undiscounted expected future cash flows is less than the carrying amount of such asset groups. The impairment loss is determined as the amount by which the carrying amount of the asset group exceeds its fair value. Intangible assets consist primarily of customer relationships and developed technology, which are being amortized on a straight-line basis over their estimated useful lives.

*Goodwill and Indefinite-lived Intangible Assets.* At each acquisition date, we allocate goodwill and intangible assets to our reporting units based on how we expect each reporting unit to benefit from the respective business combination. Our seven industry-based operating segments are our reporting units. We evaluate goodwill and indefinite-lived intangible assets for impairment at least annually, or as circumstances warrant. Goodwill is evaluated at the reporting unit level by comparing the fair value of the reporting unit with its carrying amount including goodwill. An impairment of goodwill exists if the carrying amount of the reporting unit exceeds its fair value. The impairment loss is the amount by which the carrying amount exceeds the reporting unit's fair value, limited to the total amount of goodwill allocated to that reporting unit. For indefinite-lived intangible assets, if our qualitative assessment indicates that it is more-likely-than-not that an indefinite-lived intangible asset is impaired, we test the assets for impairment by comparing the fair value of such assets to their carrying value. If an impairment is indicated, a write down to the fair value of indefinite-lived intangible asset is recorded.

*Stock Repurchase Program.* Under the Board of Directors authorized stock repurchase program, the Company is authorized to repurchase its Class A common stock through open market purchases, including under a 10b5-1 Plan, in accordance with applicable federal securities laws. We account for the repurchased shares as constructively retired. Shares are returned to the status of authorized and unissued shares at the time of repurchase. To reflect share repurchases in the consolidated statements of financial position, we (1) reduce common stock for the par value of the shares, (2) reduce additional paid-in capital for the amount in excess of par during the period in which the shares are repurchased and (3) record any residual amount in excess of available additional paid-in capital as a reduction to retained earnings.

*Revenue Recognition.* We recognize revenues as we transfer control of deliverables (products, solutions and services) to our clients in an amount reflecting the consideration to which we expect to be entitled. To recognize revenues, we apply the following five step approach: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenues when a performance obligation is satisfied. We account for a contract when it has approval and commitment from all parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance and collectibility of consideration is probable. We apply judgment in determining the customer's ability and intention to pay based on a variety of factors including the customer's historical payment experience.

For performance obligations where control is transferred over time, revenues are recognized based on the extent of progress towards completion of the performance obligation. The selection of the method to measure progress towards completion requires judgment and is based primarily on the nature of the deliverables to be provided.

Revenues related to fixed-price contracts for application development and systems integration services, consulting or other technology services are recognized as the service is performed using the cost-to-cost method, under which the total value of revenues is recognized on the basis of the percentage that each contract's total labor cost to date bears to the total expected labor costs. Revenues related to fixed-price application maintenance, quality engineering and assurance as well as business process services are recognized based on our right to invoice for services performed for contracts in which the invoicing is representative of the value being delivered. If our invoicing is not consistent with the value delivered, revenues are recognized as the service is performed based on the cost-to-cost method described above. The cost-to-cost method requires estimation of future costs, which is updated as the project progresses to reflect the latest available information. Such estimates and changes in estimates involve the use of judgment. The cumulative impact of any revision in estimates is reflected in the financial reporting period in which the change in estimate becomes known and any anticipated losses on contracts are recognized immediately, where appropriate.

Revenues related to fixed-price hosting and infrastructure and security services are recognized based on our right to invoice for services performed for contracts in which the invoicing is representative of the value being delivered. If our invoicing is not consistent with the value delivered, revenues are recognized on a straight-line basis unless revenues are earned

and obligations are fulfilled in a different pattern. The revenue recognition method applied to the types of contracts described above provides the most faithful depiction of performance towards satisfaction of our performance obligations; for example, the cost-to-cost method is used when the value of services provided to the customer is best represented by the costs expended to deliver those services.

Revenues related to our time-and-materials, transaction-based or volume-based contracts are recognized over the period the services are provided either using an output method such as labor hours, or a method that is otherwise consistent with the way in which value is delivered to the customer.

Revenues related to our non-hosted software license arrangements that do not require significant modification or customization of the underlying software are recognized when the software is delivered as control is transferred at a point in time. For software license arrangements that require significant functionality enhancements or modification of the software, revenues for the software license and related services are recognized as the services are performed in accordance with the methods applicable to application development and systems integration services described above. In software hosting arrangements, the rights provided to the customer, such as ownership of a license, contract termination provisions and the feasibility of the client to operate the software, are considered in determining whether the arrangement includes a license or a service. Sales and usage-based fees promised in exchange for licenses of intellectual property are not recognized as revenue until the uncertainty related to the variable amounts is resolved. Revenues related to software maintenance and support are recognized on a straight-line basis over the contract period.

Incentive revenues, volume discounts, or any other form of variable consideration is estimated using either the sum of probability weighted amounts in a range of possible consideration amounts (expected value) or the single most likely amount in a range of possible consideration amounts (most likely amount), depending on which method better predicts the amount of consideration to which we may be entitled. We include in the transaction price variable consideration only to the extent it is probable that a significant reversal of revenues recognized will not occur when the uncertainty associated with the variable consideration is resolved. Our estimates of variable consideration and determination of whether and when to include estimated amounts in the transaction price may involve judgment and are based largely on an assessment of our anticipated performance and all information that is reasonably available to us.

Revenues also include the reimbursement of out-of-pocket expenses. Our warranties generally provide a customer with assurance that the related deliverable will function as the parties intended because it complies with agreed-upon specifications and are therefore not considered an additional performance obligation in the contract.

We enter into arrangements that consist of multiple performance obligations. Such arrangements may include any combination of our deliverables. To the extent a contract includes multiple promised deliverables, we apply judgment to determine whether promised deliverables are capable of being distinct and are distinct in the context of the contract. If these criteria are not met, the promised deliverables are accounted for as a combined performance obligation. For arrangements with multiple distinct performance obligations, we allocate consideration among the performance obligations based on their relative standalone selling price. Standalone selling price is the price at which we would sell a promised good or service separately to the customer. When not directly observable, we typically estimate standalone selling price by using the expected cost plus margin or, in limited circumstances, the residual value approach. We typically establish a standalone selling price range for our deliverables, which is reassessed on a periodic basis or when facts and circumstances change.

We assess the timing of the transfer of goods or services to the customer as compared to the timing of payments to determine whether a significant financing component exists. As a practical expedient, we do not assess the existence of a significant financing component when the difference between payment and transfer of deliverables is a year or less. If the difference in timing arises for reasons other than the provision of finance to either the customer or us, no financing component is deemed to exist. The primary purpose of our invoicing terms is to provide customers with simplified and predictable ways of purchasing our services, not to receive or provide financing from or to customers. We do not consider set up or transition fees paid upfront by our customers to represent a financing component, as such fees are required to encourage customer commitment to the project and protect us from early termination of the contract.

Our contracts may be modified to add, remove or change existing performance obligations. The accounting for modifications to our contracts involves assessing whether the services added to an existing contract are distinct and whether the pricing is at the standalone selling price. Services added that are not distinct are accounted for on a cumulative catch up basis, while those that are distinct are accounted for prospectively, either as a separate contract if the additional services are priced at the standalone selling price, or as a termination of the existing contract and creation of a new contract if not priced at the standalone selling price. Services added to our application development and systems integration service contracts are typically

not distinct, while services added to our other contracts, including application maintenance, quality engineering and assurance as well as business process services contracts, are typically distinct.

We enter into arrangements with third party suppliers to resell products or services. In such cases, we evaluate whether we are the principal (i.e., report revenues on a gross basis) or agent (i.e., report revenues on a net basis). In doing so, we evaluate whether we control the good or service before it is transferred to the customer. If we control the good or service before it is transferred to the customer, we are the principal; if not, we are the agent. Determining whether we control the good or service before it is transferred to the customer requires significant judgment.

*Trade Accounts Receivable, Contract Assets and Contract Liabilities.* We classify our right to consideration in exchange for deliverables as either a receivable or a contract asset. A receivable is a right to consideration that is unconditional (i.e., only the passage of time is required before payment is due). For example, we recognize a receivable for revenues related to our time and materials and transaction or volume-based contracts when earned regardless of whether amounts have been billed. We present such receivables in "Trade accounts receivable, net" in our consolidated statements of financial position at their net estimated realizable value. A contract asset is a right to consideration that is conditional upon factors other than the passage of time. Contract assets are presented in "Other current assets" or "Other noncurrent assets" in our consolidated statements of financial position, based on the expected timing of billing, and primarily relate to unbilled amounts on fixed-price contracts utilizing the cost-to-cost method of revenue recognition. Our contract liabilities, or deferred revenue, consist of advance payments from clients and billings in excess of revenues recognized. We classify deferred revenue as current or noncurrent based on the timing of when we expect to recognize the revenues.

Our contract assets and contract liabilities are reported on a net basis by contract at the end of each reporting period. The difference between the opening and closing balances of our contract assets and contract liabilities primarily results from the timing difference between our performance obligations and the client's payment. We receive payments from clients based on the terms established in our contracts, which vary from contract to contract.

*Allowance for Credit Losses.* We calculate expected credit losses for our trade accounts receivable and contract assets. Expected credit losses include losses expected based on known credit issues with specific customers as well as a general expected credit loss allowance based on relevant information, including historical loss rates, current conditions, and reasonable economic forecasts that affect collectibility. We update our allowance for credit losses on a quarterly basis with changes in the allowance recognized in income from operations.

*Costs to Fulfill.* Recurring operating costs for contracts with customers are recognized as incurred. Certain eligible, nonrecurring costs (i.e., set-up or transition costs) are capitalized when such costs (1) relate directly to the contract, (2) generate or enhance resources of the Company that will be used in satisfying the performance obligation in the future, and (3) are expected to be recovered. These costs are expensed ratably over the estimated life of the customer relationship, including expected contract renewals. In determining the estimated life of the customer relationship, we evaluate the average contract term on a portfolio basis by nature of the services to be provided, and apply judgment in evaluating the rate of technological and industry change. Capitalized amounts are monitored regularly for impairment. Impairment losses are recorded when projected remaining consideration that has not already been recognized as revenue less costs related to the services being provided are not sufficient to recover the carrying amount of the capitalized costs to fulfill. Costs to fulfill are recorded in "Other noncurrent assets" in our consolidated statements of financial position and the amortization expense of costs to fulfill is included in "Cost of revenues" in our consolidated statements of operations.

*Stock-Based Compensation.* Stock-based compensation expense for awards of equity instruments to employees and non-employee directors is determined based on the grant date fair value of those awards. We recognize these compensation costs net of an estimated forfeiture rate over the requisite service period of the award. Forfeitures are estimated on the date of grant and revised if actual or expected forfeiture activity differs materially from original estimates. Stock-based compensation expense relating to RSUs and PSUs is recognized as shares vest over the requisite service period. If the minimum performance targets are not met, no compensation cost is recognized and any recognized compensation cost is reversed, except for awards subject to a market condition. The fair value of RSUs and PSUs is determined based on the number of stock units granted and the quoted price of our stock at the date of grant. The fair value of PSUs granted subject to a market condition is determined using a Monte Carlo valuation model.

*Foreign Currency.* The assets and liabilities of our foreign subsidiaries whose functional currency is not the U.S. dollar are translated into U.S. dollars at current exchange rates while revenues and expenses are translated at average monthly exchange rates. The resulting translation adjustments are recorded in the caption "Accumulated other comprehensive income (loss)" on the consolidated statements of financial position.

Foreign currency transactions and balances are those that are denominated in a currency other than the entity's functional currency. An entity's functional currency is the currency of the primary economic environment in which it operates. The U.S.

dollar is the functional currency for some of our foreign subsidiaries. For these subsidiaries, transactions and balances denominated in the local currency are foreign currency transactions. Foreign currency transactions and balances related to non-monetary assets and liabilities are remeasured to the functional currency of the entity at historical exchange rates while monetary assets and liabilities are remeasured to the functional currency of the entity at current exchange rates. Foreign currency exchange gains or losses from remeasurement are included in the caption "Foreign currency exchange gain (losses), net" on our consolidated statements of operations together with gains or losses on our undesignated foreign currency hedges.

*Derivative Financial Instruments.* Derivative financial instruments are recorded on our consolidated statements of financial position as either an asset or liability measured at its fair value as of the reporting date. Our derivative financial instruments consist primarily of foreign exchange forward and option contracts. For derivative financial instruments to qualify for hedge accounting, the following criteria must be met: (1) the hedging instrument must be designated as a hedge; (2) the hedged exposure must be specifically identifiable and must expose us to risk; and (3) it must be expected that a change in fair value of the hedging instrument and an opposite change in the fair value of the hedged exposure will have a high degree of correlation. Changes in our derivatives' fair values are recognized in net income unless specific hedge accounting and documentation criteria are met (i.e., the instruments are designated and accounted for as hedges). We record the effective portion of the unrealized gains and losses on our derivative financial instruments that are designated as cash flow hedges in the caption "Accumulated other comprehensive income (loss)" in the consolidated statements of financial position. Any ineffectiveness or excluded portion of a designated cash flow hedge is recognized in net income. Upon occurrence of the hedged transaction, the gains and losses on the derivative are recognized in net income.

*Defined Benefit Pension Plans.* The funded status of the defined benefit pension plans, which is measured as the difference between the projected benefit obligation and the fair value of plan assets, is recognized on the consolidated statement of financial position. The projected benefit obligation is measured annually using actuarial valuation. Net periodic pension cost includes service cost, interest cost, expected return on plan assets, and amortization of gains and losses and prior service costs. Gains and losses and prior service costs are initially recognized as a component of other comprehensive income and subsequently amortized and recognized as a component of net periodic pension cost applying the requirements of applicable accounting guidance. Assumptions used in measuring the benefit obligation and net periodic pension cost, such as discount rates and expected return on plan assets, are reviewed annually and updated as needed.

*Nonretirement Post-employment Benefit Plans.* The obligation is measured as the undiscounted amount of expected future payments of benefits earned for service to-date adjusted for expected forfeitures.

*Income Taxes.* We provide for income taxes utilizing the asset and liability method of accounting. Under this method, deferred income taxes are recorded to reflect the tax consequences in future years of differences between the tax basis of assets and liabilities and their financial reporting amounts at each balance sheet date, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. If it is determined that it is more likely than not that future tax benefits associated with a deferred income tax asset will not be realized, a valuation allowance is provided. The effect of a change in tax rates on deferred income tax assets and liabilities is recognized in the provision for income taxes in the period that includes the enactment date.

Our provision for income taxes also includes the impact of reserves established for uncertain income tax positions, as well as the related interest, which may require us to apply judgment to complex issues and may require an extended period of time to resolve. We apply a "more likely than not" threshold when assessing the need for a reserve for an uncertain tax position, which involves significant judgment. Although we believe we have adequately reserved for our uncertain tax positions, no assurance can be given that the final outcome of these matters will not differ from our recorded amounts. We adjust these reserves in light of changing facts and circumstances, such as the closing of a tax audit or the expiration of the applicable statute of limitations. Additionally, we have tax positions that we believe are more likely than not to be realized and for which we have therefore not established a reserve. To the extent that the final outcome of these matters differs from the amounts recorded, such differences may materially impact, positively or negatively, the provision for income taxes in the period in which such determination is made.

*Earnings Per Share.* Basic EPS is computed by dividing earnings available to common stockholders by the weighted-average number of common shares outstanding for the period. Diluted EPS, computed using the treasury stock method, includes all potential dilutive common stock in the weighted average shares outstanding. We excluded less than 1 million of anti-dilutive shares in each of 2024, 2023 and 2022 from our diluted EPS calculation. We include PSUs in the dilutive common shares when they become contingently issuable per the authoritative guidance and exclude them when they are not contingently issuable.

*Restructuring Charges.* Restructuring charges principally consist of severance and related separation costs, facility exit costs, third party and other costs necessary to the restructuring program. The Company accrues for severance and other related separation costs when it is probable that termination benefits will be paid and the amount is reasonably estimable. Recognition

of employee severance and other separation costs is also dependent on requirements established by severance policy, statutory laws, or historical experience. Facility exit costs generally reflect the accelerated lease expense for right-of-use assets, expected lease termination costs, and asset impairments in connection with closure of certain sites, net of gains on exit-related disposals. Third party and other costs include certain non-facility related asset impairments and professional services fees directly related to the restructuring program.

Restructuring costs are recorded in "Restructuring charges" in the consolidated statements of operations. The restructuring liability related to accrued employee separation costs is included in "Accrued expenses and other current liabilities" in the consolidated statements of financial position.

Recently Adopted Accounting Pronouncements

Date Issued and Topic	Date Adopted and Method	Description	Impact
November 2023 Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures	Annual period starting in 2024 and interim periods starting in 2025  Retrospective basis	The standard requires enhanced segment disclosures but does not change the definition of a segment or the guidance for determining a reportable segment. The amendments require disclosure of significant segment expenses regularly provided to the CODM included within segment operating profit or loss and a description of how the CODM utilizes segment operating profit or loss to assess segment performance and allocating resources. The new standard also allows companies to disclose multiple measures of segment profit or loss if those measures are used to allocate resources.	The adoption did not have significant impact on our disclosures. See <a href="#">Note 18</a> for disclosures that reflect the adoption of this standard.

New Accounting Pronouncements

Date Issued and Topic	Effective Date	Description	Impact
December 2023  Income Taxes (Topic 740): Improvements to Income Tax Disclosures	Annual period starting in 2025  Prospective basis	The standard requires enhanced income tax disclosures primarily related to the income tax rate reconciliation and income taxes paid information.	We are currently evaluating the impact of the new standard on our disclosures.
November 2024  Income Statement—Reporting Comprehensive Income— Expense Disaggregation Disclosures (Subtopic 220-40)	Annual period starting in 2027 and interim periods starting in 2028  Prospective basis	The standard is intended to improve financial reporting by requiring that public business entities disclose additional information about specific expense categories in the notes to financial statements at interim and annual reporting periods.	We are currently evaluating the impact of the new standard on our disclosures.

## Note 2 — Revenues

### Disaggregation of Revenues

The tables below present disaggregated revenues from contracts with clients by client location, service line and contract type for each of our reportable business segments. We believe this disaggregation best depicts how the nature, amount, timing and uncertainty of revenues and cash flows are affected by industry, market and other economic factors. Our consulting and technology services include consulting, application development, systems integration, quality engineering and assurance services as well as software solutions and related services while our outsourcing services include application maintenance, infrastructure and security as well as business process services. Revenues are attributed to geographic regions based upon client location, which is the client's billing address. Substantially all revenues in the North America region relate to clients in the United States.

Year Ended December 31, 2024									
(in millions)	HS		FS		P&R		CMT		Total
Revenues									
Geography:									
North America	\$	5,072	\$	4,075	\$	3,272	\$	2,279	\$ 14,698
United Kingdom		186		572		558		511	1,827
Continental Europe		559		613		605		155	1,932
Europe - Total		745		1,185		1,163		666	3,759
Rest of World		115		493		347		324	1,279
Total	\$	5,932	\$	5,753	\$	4,782	\$	3,269	\$ 19,736
Service line:									
Consulting and technology services	\$	3,456	\$	4,022	\$	3,193	\$	1,821	\$ 12,492
Outsourcing services		2,476		1,731		1,589		1,448	7,244
Total	\$	5,932	\$	5,753	\$	4,782	\$	3,269	\$ 19,736
Type of contract:									
Time and materials	\$	1,968	\$	3,188	\$	1,995	\$	1,775	\$ 8,926
Fixed-price		2,878		2,384		2,442		1,324	9,028
Transaction or volume-based		1,086		181		345		170	1,782
Total	\$	5,932	\$	5,753	\$	4,782	\$	3,269	\$ 19,736

Year Ended December 31, 2023						
(in millions)	HS	FS	P&R	CMT	Total	
Revenues						
Geography:						
North America	\$ 4,865	\$ 4,091	\$ 3,102	\$ 2,205	\$	14,263
United Kingdom	167	613	534	571		1,885
Continental Europe	533	605	612	159		1,909
Europe - Total	700	1,218	1,146	730		3,794
Rest of World	109	500	380	307		1,296
Total	\$ 5,674	\$ 5,809	\$ 4,628	\$ 3,242	\$	19,353
Service line:						
Consulting and technology services	\$ 3,238	\$ 3,965	\$ 3,010	\$ 1,751	\$	11,964
Outsourcing services	2,436	1,844	1,618	1,491		7,389
Total	\$ 5,674	\$ 5,809	\$ 4,628	\$ 3,242	\$	19,353
Type of contract:						
Time and materials	\$ 2,004	\$ 3,215	\$ 1,837	\$ 1,832	\$	8,888
Fixed-price	2,600	2,369	2,435	1,260		8,664
Transaction or volume-based	1,070	225	356	150		1,801
Total	\$ 5,674	\$ 5,809	\$ 4,628	\$ 3,242	\$	19,353

Year Ended December 31, 2022						
(in millions)	HS	FS	P&R	CMT	Total	
Revenues						
Geography:						
North America	\$ 4,853	\$ 4,312	\$ 3,078	\$ 2,192	\$	14,435
United Kingdom	171	599	521	519		1,810
Continental Europe	483	590	585	137		1,795
Europe - Total	654	1,189	1,106	656		3,605
Rest of World	124	571	382	311		1,388
Total	\$ 5,631	\$ 6,072	\$ 4,566	\$ 3,159	\$	19,428
Service line:						
Consulting and technology services	\$ 3,226	\$ 4,207	\$ 3,017	\$ 1,775	\$	12,225
Outsourcing services	2,405	1,865	1,549	1,384		7,203
Total	\$ 5,631	\$ 6,072	\$ 4,566	\$ 3,159	\$	19,428
Type of contract:						
Time and materials	\$ 2,010	\$ 3,516	\$ 1,856	\$ 1,797	\$	9,179
Fixed-price	2,471	2,265	2,357	1,206		8,299
Transaction or volume-based	1,150	291	353	156		1,950
Total	\$ 5,631	\$ 6,072	\$ 4,566	\$ 3,159	\$	19,428

## Costs to Fulfill

The following table shows significant movements in the capitalized costs to fulfill:

(in millions)	2024		2023	
Beginning balance	\$	245	\$	265
Costs capitalized		53		67
Amortization expense		( 89 )		( 87 )
Ending balance	\$	209	\$	245

Costs to obtain contracts were immaterial for the periods disclosed.

## Contract Balances

The table below shows significant movements in contract assets (current and noncurrent):

(in millions)	2024		2023	
Beginning balance	\$	316	\$	326
Revenues recognized during the period but not billed		358		308
Amounts reclassified to trade accounts receivable		( 288 )		( 327 )
Amounts acquired in business combinations		—		9
Ending balance	\$	386	\$	316

The table below shows significant movements in the deferred revenue balances (current and noncurrent):

(in millions)	2024		2023	
Beginning balance	\$	427	\$	417
Amounts billed but not recognized as revenues		421		406
Revenues recognized related to the beginning balance of deferred revenue		( 380 )		( 409 )
Amounts acquired in business combinations		12		13
Ending balance	\$	480	\$	427

Revenues recognized during the year ended December 31, 2024 for performance obligations satisfied or partially satisfied in previous periods were immaterial.

## Remaining Performance Obligations

As of December 31, 2024, the aggregate amount of transaction price allocated to remaining performance obligations, was \$ 4,911 million, of which approximately 35 % is expected to be recognized as revenues within 1 year, approximately 55 % is expected to be recognized as revenues within 2 years and approximately 90 % is expected to be recognized as revenues within 5 years. Disclosure is not required for performance obligations that meet any of the following criteria:

- (1) contracts with a duration of one year or less as determined under ASC Topic 606: "Revenue from Contracts with Customers,"
- (2) contracts for which we recognize revenues based on the right to invoice for services performed,
- (3) variable consideration allocated entirely to a wholly unsatisfied performance obligation or to a wholly unsatisfied promise to transfer a distinct good or service that forms part of a single performance obligation in accordance with ASC 606-10-25-14(b), for which the criteria in ASC 606-10-32-40 have been met, or
- (4) variable consideration in the form of a sales-based or usage-based royalty promised in exchange for a license of intellectual property.

Many of our performance obligations meet one or more of these exemptions and therefore are not included in the remaining performance obligation amount disclosed above.

## Trade Accounts Receivable and Allowance for Credit Losses

The following table presents the activity in the allowance for credit losses for the trade accounts receivable:

(in millions)	2024		2023		2022	
Beginning balance	\$	32	\$	43	\$	50
Credit loss expense <sup>(1)</sup>		12		12		9
Write-offs charged against the allowance		( 18 )		( 23 )		( 16 )
Ending balance	\$	26	\$	32	\$	43

(1) Reported in "Selling, general and administrative expenses" in our consolidated statements of operations.

## Note 3 — Business Combinations

Acquisitions completed during each of the three years ended December 31, 2024, 2023 and 2022 were not individually or in the aggregate material to our operations. Accordingly, pro forma results have not been presented. The primary items that generated goodwill are the acquired assembled workforces and synergies between the acquired companies and us, neither of which qualify as an identifiable intangible asset.

### 2024

On January 22, 2024, through the execution of a share purchase agreement, we acquired 100 % ownership in Thirdera, an Elite ServiceNow Partner specializing in advisory, implementation and optimization solutions related to the ServiceNow platform.

On August 26, 2024, through the execution of a merger agreement, we acquired 100 % ownership in Belcan, a leading global supplier of engineering research & development services for the commercial aerospace, defense, space, marine and industrial verticals. We paid \$ 1,195 million in cash, net of cash acquired, and issued 1,470,589 shares of our Class A common stock, valued at \$ 113 million, in connection with our acquisition of Belcan.

The allocations of purchase price to the fair value of the aggregate assets acquired and liabilities assumed were as follows:

(in millions)	Thirdera		Belcan		Total	Weighted Average Useful Life
Cash	\$	8	\$	55	\$ 63	
Trade accounts receivable		21		173	194	
Other current assets		11		22	33	
Property and equipment and other noncurrent assets		2		22	24	
Operating lease assets		—		55	55	
Non-deductible goodwill		180		614	794	
Tax-deductible goodwill		164		—	164	
Customer relationship assets		73		539	612	11.0 years
Other definite-lived intangible assets		1		—	1	1.0 years
Indefinite-lived intangible assets		—		45	45	
Operating lease liabilities, current		—		( 8 )	( 8 )	
Other current liabilities		( 29 )		( 72 )	( 101 )	
Deferred income tax liabilities, net		( 3 )		( 34 )	( 37 )	
Operating lease liabilities, noncurrent		—		( 48 )	( 48 )	
Purchase price	\$	428	\$	1,363	\$ 1,791	

Goodwill from our acquisition of Thirdera is expected to benefit all of our reportable segments and has been allocated as such. Goodwill from our acquisition of Belcan has been allocated to our Product and Resources segment. For the year ended December 31, 2024, revenues from acquisitions completed in 2024, since the dates of acquisition, were \$ 384 million. The above allocations are preliminary and will be finalized as soon as practicable within the measurement period, but in no event later than one year following the date of acquisition.

## 2023

In 2023, we acquired 100 % ownership in each of the following:

- Certain net assets of OneSource Virtual, the professional and application management services business of OneSource Virtual, Inc. and OneSource Virtual (UK) Ltd., a leading provider of Workday services, solutions and products, acquired to complement our existing finance and human resources advisory implementation services related to Workday (acquired January 1, 2023), and
- Mobica, an IoT software engineering services provider, acquired to expand our IoT embedded software engineering capabilities (acquired March 10, 2023).

The allocations of purchase price to the fair value of the aggregate assets acquired and liabilities assumed were as follows:

(in millions)	OneSource				
	Virtual	Mobica	Total	Weighted Average Useful Life	
Cash	\$ —	\$ 20	\$ 20		
Trade accounts receivable	—	10	10		
Other current assets	4	8	12		
Property and equipment and other assets	1	6	7		
Non-deductible goodwill	18	202	220		
Tax-deductible goodwill	88	—	88		
Customer relationship assets	11	120	131	10.9 years	
Current liabilities	( 18 )	( 9 )	( 27 )		
Noncurrent liabilities	( 1 )	( 32 )	( 33 )		
Purchase price	\$ 103	\$ 325	\$ 428		

For the year ended December 31, 2023, revenues from acquisitions completed in 2023, since the dates of acquisition, were \$ 130 million.

## 2022

In 2022, we acquired 100 % ownership in each of the following:

- AustinCSI, a digital transformation consultancy specializing in enterprise cloud and data analytics advisory services, acquired to complement our technology and industry expertise (acquired December 15, 2022), and
- Utegration, a full service consulting and solutions provider specializing in SAP technology and SAP-certified products for the energy and utilities sectors, acquired to expand and strengthen our industry expertise in our SAP practice (acquired December 19, 2022).

The allocations of purchase price to the fair value of the assets acquired and liabilities assumed were as follows:

(dollars in millions)	AustinCSI	Utegration	Total	Weighted Average Useful Life	
Cash	\$ —	\$ 5	\$ 5		
Trade accounts receivable	9	19	28		
Property and equipment and other assets	4	6	10		
Non-deductible goodwill	—	23	23		
Tax-deductible goodwill	83	98	181		
Customer relationship assets	69	82	151	12.7 years	
Other intangible assets	—	2	2	6.7 years	
Current liabilities	( 3 )	( 18 )	( 21 )		
Noncurrent liabilities	( 1 )	( 3 )	( 4 )		
Purchase price	\$ 161	\$ 214	\$ 375		

For the year ended December 31, 2022, revenues from acquisitions completed in 2022, since the dates of acquisition, were immaterial.

## Note 4 — Restructuring Charges

At the end of 2024, we completed our NextGen program, which began in the second quarter of 2023 and was aimed at simplifying our operating model, optimizing corporate functions and consolidating and realigning office space to reflect the post-pandemic hybrid work environment.

The total costs related to our NextGen program are reported in "Restructuring charges" in our consolidated statements of operations. We do not allocate these charges to individual segments in internal management reports used by the CODM. Accordingly, such expenses are separately disclosed in our segment reporting as "unallocated costs." See [Note 18](#). The costs related to our NextGen program were as follows for the years ended December 31:

(in millions)	2024	2023
Employee separation costs	\$ 85	\$ 115
Facility exit costs <sup>(1)</sup>	36	108
Third party and other costs <sup>(2)</sup>	13	6
Total restructuring charges	\$ 134	\$ 229

(1) For the year ended December 31, 2024, facility exit costs include lease restructuring of \$ 23 million and accelerated depreciation charges of \$ 13 million. For the year ended December 31, 2023, facility exit costs include lease restructuring of \$ 71 million, accelerated depreciation charges of \$ 36 million and impairment of long-lived assets of \$ 1 million.

(2) Third party and other costs include certain non-facility related asset impairments and professional services fees directly related to the NextGen program.

Changes in our accrued employee separation costs included in "Accrued expenses and other current liabilities" in our consolidated statements of financial position are presented in the table below for the years ended December 31:

(in millions)	2024	2023
Beginning balance	\$ 42	\$ —
Employee separation costs accrued	85	115
Payments made	( 92 )	( 73 )
Ending balance	\$ 35	\$ 42

There were no restructuring charges during 2022.

## Note 5 — Investments

Our investments were as follows as of December 31:

(in millions)	2024	2023
Short-term investments:		
Equity investment security	\$ 11	\$ 11
Held-to-maturity investment securities	—	3
Time deposits	1	—
Total short-term investments	\$ 12	\$ 14
Long-term investments:		
Other investments	\$ 90	\$ 80
Restricted time deposits <sup>(1)</sup>	—	355
Total long-term investments	\$ 90	\$ 435

(1) As of December 31, 2023 the balance of restricted time deposits contained \$ 96 million of restricted cash equivalents. See [Note 11](#).

## Equity Investment Security

Our equity investment security is a U.S. dollar denominated investment in a fixed income mutual fund. Realized and unrealized gains and losses were immaterial for each of the years ended December 31, 2024, 2023 and 2022.

Other Investments

As of December 31, 2024 and 2023, we had an equity method investment of \$ 84 million and \$ 74 million, respectively, in the technology sector. Additionally, as of each of December 31, 2024 and 2023, we had equity securities without a readily determinable fair value of \$ 6 million.

Note 6 — Property and Equipment, net

Property and equipment were as follows as of December 31:

	Estimated Useful Life	2024		2023	
	(in years)	(in millions)			
Buildings	30	\$	736	\$	769
Computer equipment	3 – 5		811		794
Computer software	3 – 8		1,024		1,007
Furniture and equipment	5 – 9		716		733
Land			6		7
Capital work-in-progress			115		88
Leasehold improvements	Shorter of the lease term or the life of the asset		373		422
Sub-total			3,781		3,820
Accumulated depreciation and amortization			( 2,787 )		( 2,772 )
Property and equipment, net		\$	994	\$	1,048

Depreciation and amortization expense related to property and equipment was \$ 354 million, \$ 390 million and \$ 385 million for the years ended December 31, 2024, 2023 and 2022, respectively. For the years ended December 31, 2024 and 2023, \$ 13 million and \$ 36 million, respectively, of our depreciation and amortization expense was reported in "Restructuring charges". As of December 31, 2024, we had \$ 9 million of physical assets held for sale reported in "Other current assets". We had no assets held for sale as of December 31, 2023.

The gross amount of property and equipment recorded under finance leases was \$ 30 million and \$ 25 million as of December 31, 2024 and 2023, respectively. Accumulated amortization for our ROU finance lease assets was \$ 16 million and \$ 13 million as of December 31, 2024 and 2023, respectively. Amortization expense related to our ROU finance lease assets was \$ 5 million, \$ 4 million and \$ 4 million for the years ended December 31, 2024, 2023 and 2022, respectively.

The gross amount of property and equipment recorded for software to be sold, leased or marketed reported in the caption "Computer software" above was \$ 338 million and \$ 279 million as of December 31, 2024 and 2023, respectively. Accumulated amortization for software to be sold, leased or marketed was \$ 210 million and \$ 177 million as of December 31, 2024 and 2023, respectively. Amortization expense for software to be sold, leased or marketed recorded as property and equipment was \$ 36 million, \$ 37 million, and \$ 37 million for the years ended December 31, 2024, 2023 and 2022, respectively.

## Note 7 — Leases

The following table provides information on the components of our operating and finance leases included in our consolidated statement of financial position as of December 31:

Leases	Location on Statement of Financial Position	2024	2023
		(in millions)	
<b>Assets</b>			
ROU operating lease assets	Operating lease assets, net	\$ 552	\$ 611
ROU finance lease assets	Property and equipment, net	14	12
	Total	\$ 566	\$ 623
<b>Liabilities</b>			
<b>Current</b>			
Operating lease	Operating lease liabilities	\$ 152	\$ 153
Finance lease	Accrued expenses and other current liabilities	8	8
<b>Noncurrent</b>			
Operating lease	Operating lease liabilities, noncurrent	420	523
Finance lease	Other noncurrent liabilities	15	16
	Total	\$ 595	\$ 700

For the years ended December 31, 2024, 2023 and 2022, our operating lease costs were \$ 216 million, \$ 304 million and \$ 256 million, respectively, including variable lease costs of \$ 23 million, \$ 21 million and \$ 17 million, respectively. Our short-term lease rental expense was \$ 11 million, \$ 15 million and \$ 21 million for the years ended December 31, 2024, 2023 and 2022, respectively. Lease interest expense related to our finance leases for each of the years ended December 31, 2024, 2023 and 2022 was immaterial.

The following table provides information on the weighted average remaining lease term and weighted average discount rate for our operating leases as of December 31:

Operating Lease Term and Discount Rate	2024	2023
Weighted average remaining lease term	5.3 years	5.6 years
Weighted average discount rate	5.5 %	5.4 %

The following table provides supplemental cash flow and non-cash information related to our operating leases for the years ended December 31:

(in millions)	2024	2023	2022
Cash paid for amounts included in the measurement of operating lease liabilities	\$ 251	\$ 240	\$ 241
ROU assets obtained in exchange for operating lease liabilities	123	86	164
Reduction of ROU assets and lease liabilities as a result of our NextGen program	( 62 )	( 110 )	—

Cash paid for amounts included in the measurement of finance lease liabilities and ROU assets obtained in exchange for finance lease liabilities were each immaterial for each of the years ended December 31, 2024, 2023 and 2022.

The following table provides the schedule of maturities of our operating lease liabilities and a reconciliation of the undiscounted cash flows to the operating lease liabilities recognized in the statement of financial position as of December 31:

(in millions)	2024
2025	\$ 179
2026	138
2027	110
2028	84
2029	50
Thereafter	98
Total operating lease payments	659
Interest	( 87 )
Total operating lease liabilities	\$ 572

As of December 31, 2024, additional obligations related to operating leases whose lease term had yet to commence were immaterial.

## Note 8 — Goodwill and Intangible Assets, net

Changes in goodwill by our reportable business segments were as follows for the years ended December 31, 2024 and 2023:

(in millions)	January 1, 2024	Goodwill Additions	Foreign Currency Translation Adjustments	December 31, 2024
Health Sciences	\$ 2,840	\$ 68	\$ ( 13 )	\$ 2,895
Financial Services	1,109	48	( 28 )	1,129
Products and Resources	1,217	698	( 31 )	1,884
Communications, Media and Technology	919	144	( 18 )	1,045
Total goodwill	\$ 6,085	\$ 958	\$ ( 90 )	\$ 6,953

(in millions)	January 1, 2023	Goodwill Additions and Adjustments	Foreign Currency Translation Adjustments	December 31, 2023
Health Sciences	\$ 2,819	\$ 15	\$ 6	\$ 2,840
Financial Services	1,073	19	17	1,109
Products and Resources	1,062	137	18	1,217
Communications, Media and Technology	756	148	15	919
Total goodwill	\$ 5,710	\$ 319	\$ 56	\$ 6,085

Based on our most recent goodwill impairment assessment performed as of October 31, 2024, we concluded that the goodwill in each of our reporting units was not at risk of impairment. We have not recognized any impairment losses on our goodwill.

Components of intangible assets were as follows as of December 31:

(in millions)	2024			2023		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships	\$ 2,534	\$ ( 1,068 )	\$ 1,466	\$ 1,956	\$ ( 902 )	\$ 1,054
Developed technology	384	( 379 )	5	384	( 376 )	8
Indefinite lived trademarks	116	—	116	72	—	72
Finite lived trademarks and other	81	( 69 )	12	82	( 67 )	15
Total intangible assets	\$ 3,115	\$ ( 1,516 )	\$ 1,599	\$ 2,494	\$ ( 1,345 )	\$ 1,149

Other than certain trademarks with indefinite lives, our intangible assets have finite lives and, as such, are subject to amortization. Amortization of intangible assets totaled \$ 188 million, \$ 165 million and \$ 184 million for the years ended December 31, 2024, 2023 and 2022, respectively.

The following table provides the estimated amortization expense related to our existing intangible assets for the next five years.

(in millions)	Estimated Amortization
2025	\$ 214
2026	211
2027	203
2028	182
2029	165

## Note 9 — Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities were as follows as of December 31:

(in millions)	2024	2023
Compensation and benefits	\$ 1,499	\$ 1,511
Customer volume and other incentives	247	241
Income taxes	100	27
Professional fees	171	146
Other	593	500
Total accrued expenses and other current liabilities	\$ 2,610	\$ 2,425

## Note 10 — Debt

We entered into the Credit Agreement providing for a \$ 650 million Term Loan and a \$ 1,850 million unsecured revolving credit facility, which are each due to mature in October 2027. We are required under the Credit Agreement to make scheduled quarterly principal payments on the Term Loan. During the third quarter of 2024, we borrowed \$ 600 million under our revolving credit facility to partially fund the acquisition of Belcan. We repaid \$ 300 million during the fourth quarter of 2024, leaving \$ 300 million of notes outstanding under the revolving credit facility as of December 31, 2024.

The Credit Agreement requires interest to be paid, at our option, at either the Term Benchmark, Adjusted Daily Simple RFR or the ABR Rate (each as defined in the Credit Agreement), plus, in each case, an Applicable Margin (as defined in the Credit Agreement). Initially, the Applicable Margin is 0.875 % with respect to Term Benchmark loans and RFR loans and 0.00 % with respect to ABR loans. Subsequently, the Applicable Margin with respect to Term Benchmark loans and RFR loans will be determined quarterly and may range from 0.75 % to 1.125 %, depending on our public debt ratings or, if we have not received public debt ratings, from 0.875 % to 1.125 %, depending on our Leverage Ratio, which is the ratio of indebtedness for borrowed money to Consolidated EBITDA, as defined in the Credit Agreement. Since issuance of the Term Loan, the Term Loan has been a Term Benchmark loan. The Credit Agreement contains customary affirmative and negative covenants as well as a financial covenant. The financial covenant is tested at the end of each fiscal quarter and requires us to maintain a Leverage Ratio not in excess of 3.50 :1.00, or for a period of up to four quarters following certain material acquisitions, 3.75 :1.00. We were in compliance with all debt covenants and representations of the Credit Agreement as of December 31, 2024.

### Short-term Debt

As of each of December 31, 2024 and 2023, we had \$ 33 million of short-term debt related to current maturities of our Term Loan, with a weighted average interest rate of 5.3 % and 6.3 %, respectively.

### Long-term Debt

The following table summarizes the long-term debt balances as of December 31:

(in millions)	2024	2023
Notes outstanding under revolving credit facility	\$ 300	\$ —
Term Loan	610	642
Less:		
Current maturities - Term Loan	( 33 )	( 33 )
Unamortized deferred financing costs	( 2 )	( 3 )
Long-term debt, net of current maturities	\$ 875	\$ 606

The carrying value of our debt approximated its fair value as of each of December 31, 2024 and 2023.

The following represents the schedule of maturities of our Term Loan:

Year	Amounts (in millions)
2025	\$ 33
2026	33
2027	544
Total	\$ 610

## Note 11 — Income Taxes

Income before provision for income taxes shown below is based on the geographic location to which such income was attributed for years ended December 31:

(in millions)	2024	2023	2022
United States	\$ 906	\$ 813	\$ 975
Foreign	2,032	1,974	2,041
Income before provision for income taxes	\$ 2,938	\$ 2,787	\$ 3,016

The provision for income taxes consisted of the following components for the years ended December 31:

(in millions)	2024	2023	2022
Current:			
Federal and state	\$ 426	\$ 522	\$ 492
Foreign	642	485	511
Total current provision	1,068	1,007	1,003
Deferred:			
Federal and state	( 229 )	( 354 )	( 240 )
Foreign	( 126 )	15	( 33 )
Total deferred income tax (benefit)	( 355 )	( 339 )	( 273 )
Total provision for income taxes	\$ 713	\$ 668	\$ 730

We are involved in two separate ongoing disputes with the ITD in connection with previously disclosed share repurchase transactions undertaken by CTS India in 2013 and 2016 to repurchase shares from its shareholders (non-Indian Cognizant entities) valued at \$ 523 million and \$ 2.8 billion, respectively.

The 2016 transaction was undertaken pursuant to a plan approved by the High Court in Chennai, India, and resulted in the payment of \$ 135 million in Indian income taxes - an amount we believe includes all the applicable taxes owed for this transaction under Indian law. In March 2018, the ITD asserted that it is owed an additional 33 billion Indian rupees (\$ 386 million at the December 31, 2024 exchange rate) on the 2016 transaction. We deposited 5 billion Indian rupees, representing 15 % of the disputed tax amount related to the 2016 transaction, with the ITD. Additionally, certain time deposits of CTS India were placed under lien in favor of the ITD, representing the remainder of the disputed tax amount. As of December 31, 2023, the balance of deposits under lien was 30 billion Indian rupees, including previously earned interest, or \$ 355 million, was presented in "Long-term investments."

In April 2020, we received a formal assessment from the ITD on the 2016 transaction, which is consistent with the ITD's previous assertions. Our appeal was ruled on unfavorably by the CITA in March 2022 and by the ITAT in September 2023. We filed an appeal against the order of the ITAT with the High Court. On January 8, 2024, the SCI ruled that, in order to proceed with the appeal, we must deposit 30 billion Indian rupees, representing the time deposits of CTS India under lien, on the condition that, if CTS India prevails at the High Court, the amount deposited will be returned to CTS India, along with interest accrued, within four weeks of the judgment. We made the required deposit in January 2024 and, in April 2024, the case commenced before the High Court.

As of December 31, 2024 and 2023, the deposit with the ITD was \$ 403 million and \$ 60 million, respectively at December 31, 2024 and 2023 exchange rates, respectively presented in "Other noncurrent assets". As of December 31, 2023, \$ 96 million of the \$ 355 million in deposits under lien were held in time deposits with a maturity of less than 30 days qualifying as cash equivalent instruments and thus were considered restricted cash equivalents as of December 31, 2023.

The dispute in relation to the 2013 share repurchase transaction is also in litigation. At this time, the ITD has not made specific demands with regards to the 2013 transaction.

We continue to believe we have paid all applicable taxes owed on both the 2016 and the 2013 transactions and we continue to defend our positions with respect to both matters. Accordingly, we have not recorded any reserves for these matters as of December 31, 2024.

The reconciliation between the U.S. federal statutory rate and our effective income tax rate were as follows for the years ended December 31:

(Dollars in millions)	2024	%	2023	%	2022	%
Tax expense, at U.S. federal statutory rate	\$ 617	21.0	\$ 585	21.0	\$ 633	21.0
State and local income taxes, net of federal benefit	74	2.5	55	2.0	63	2.1
Non-taxable income for Indian tax purposes	—	—	—	—	( 6 )	( 0.2 )
Rate differential on foreign earnings	104	3.5	95	3.4	98	3.2
Recognition of benefits related to uncertain tax positions	( 15 )	( 0.5 )	( 33 )	( 1.2 )	( 43 )	( 1.4 )
Credits and other incentives	( 57 )	( 1.9 )	( 37 )	( 1.3 )	( 17 )	( 0.6 )
Other	( 10 )	( 0.3 )	3	0.1	2	0.1
Total provision for income taxes	\$ 713	24.3	\$ 668	24.0	\$ 730	24.2

The significant components of deferred income tax assets and liabilities recorded on the consolidated statements of financial position were as follows as of December 31:

(in millions)	2024	2023
Deferred income tax assets:		
Net operating losses	\$ 50	\$ 52
Revenue recognition (including intercompany revenue)	51	126
Compensation and benefits	164	172
Credit carryforwards	11	16
Expenses not currently deductible	1,189	672
	1,465	1,038
Less: valuation allowance	( 48 )	( 53 )
Deferred income tax assets, net	1,417	985
Deferred income tax liabilities:		
Depreciation and amortization	298	184
Deferred costs	24	31
Other	1	3
Deferred income tax liabilities	323	218
Net deferred income tax assets	\$ 1,094	\$ 767

At December 31, 2024, we had foreign and U.S. net operating loss carryforwards of approximately \$ 131 million and \$ 83 million, respectively. We have recorded valuation allowances on certain net operating loss carryforwards.

We conduct business globally and file income tax returns in the United States, including federal and state, as well as various foreign jurisdictions. Tax years that remain subject to examination by the IRS are 2019 and onward, and years that remain subject to examination by state authorities vary by state. Years under examination by foreign tax authorities are 2003 and onward. In addition, transactions between our affiliated entities are arranged in accordance with applicable transfer pricing laws, regulations and relevant guidelines. As a result, and due to the interpretive nature of certain aspects of these laws and guidelines, we have pending applications for APAs before the taxing authorities in some of our most significant jurisdictions.

Changes in unrecognized income tax benefits were as follows for the years ended December 31:

(in millions)	2024	2023	2022
Balance, beginning of year	\$ 260	\$ 269	\$ 194
Additions based on tax positions related to the current year	15	31	53
Additions for tax positions of prior years	65	22	65
Reductions for tax positions due to lapse of statutes of limitations	( 15 )	( 15 )	( 43 )
Reductions for tax positions related to prior years	( 6 )	( 33 )	—
Settlements	—	( 14 )	—
Balance, end of year	\$ 319	\$ 260	\$ 269

In the third quarter of 2022, we recognized an income tax benefit of \$ 36 million related to a specific uncertain tax position that was previously unrecognized in our prior year consolidated financial statements. The recognition of the benefit in the third quarter of 2022 was based on management's reassessment regarding whether this unrecognized tax benefit met the more-likely-than-not threshold in light of the lapse in the statute of limitations as to a portion of such benefit.

The unrecognized income tax benefits would affect our effective income tax rate, if recognized. While the Company believes uncertain tax positions may be settled or resolved within the next twelve months, it is difficult to estimate the specific timing or the income tax impact of these potential resolutions at this time. We recognize accrued interest and any penalties associated with uncertain tax positions as part of our provision for income taxes. The total amount of accrued net interest and penalties was \$ 35 million and \$ 33 million as of December 31, 2024 and 2023, respectively, and related to U.S. and foreign tax matters. The total amount of net interest and penalties recorded in the provision for income taxes in each of 2024, 2023 and 2022 was immaterial.

## Note 12 — Derivative Financial Instruments

In the normal course of business, we use foreign exchange forward and option contracts to manage foreign currency exchange rate risk. Derivatives may give rise to credit risk from the possible non-performance by counterparties. Credit risk is limited to the fair value of those contracts that are favorable to us. We have limited our credit risk by limiting the amount of credit exposure with any one financial institution and conducting ongoing evaluation of the creditworthiness of the financial institutions with which we do business. In addition, all the assets and liabilities related to the foreign exchange derivative contracts set forth in the table below are subject to master netting arrangements, such as the International Swaps and Derivatives Association Master Agreement, with each individual counterparty. These master netting arrangements generally provide for net settlement of all outstanding contracts with the counterparty in the case of an event of default or a termination event. We have presented all the assets and liabilities related to the foreign exchange derivative contracts, as applicable, on a gross basis, with no offsets, in our consolidated statements of financial position. There is no financial collateral (including cash collateral) posted or received by us related to the foreign exchange derivative contracts.

The following table provides information on the location and fair values of derivative financial instruments included in our consolidated statements of financial position as of December 31:

(in millions)		2024		2023	
Designation of Derivatives	Location on Statement of Financial Position	Assets	Liabilities	Assets	Liabilities
Foreign exchange forward and option contracts –					
Designated as cash flow hedging instruments	Other current assets	\$ 1	\$ —	\$ 14	\$ —
	Other noncurrent assets	—	—	5	—
	Accrued expenses and other current liabilities	—	22	—	5
	Other noncurrent liabilities	—	13	—	1
	Total	1	35	19	6
Foreign exchange forward contracts - Not designated as hedging instruments	Other current assets	1	—	1	—
	Accrued expenses and other current liabilities	—	2	—	9
	Total	1	2	1	9
Total		\$ 2	\$ 37	\$ 20	\$ 15

### Cash Flow Hedges

We have entered and continue to enter into a series of foreign exchange derivative contracts that are designated as cash flow hedges of Indian rupee denominated payments in India. These contracts are intended to partially offset the impact of movement of the Indian rupee against the U.S. dollar on future operating costs and are scheduled to mature each month during 2025 and 2026. The changes in fair value of these contracts are initially reported in "Accumulated other comprehensive income (loss)" in our consolidated statements of financial position and are subsequently reclassified to earnings within "Cost of revenues" and "Selling, general and administrative expenses" in our consolidated statements of operations in the same period that the forecasted Indian rupee denominated payments are recorded in earnings. As of December 31, 2024, we estimate that \$ 16 million, net of tax, of net losses related to derivatives designated as cash flow hedges reported in "Accumulated other comprehensive income (loss)" in our consolidated statements of financial position is expected to be reclassified into earnings within the next 12 months.

The notional value of the outstanding contracts by year of maturity was as follows as of December 31:

(in millions)	2024	2023
2024	\$ —	\$ 1,878
2025	2,010	1,020
2026	920	—
Total notional value of contracts outstanding <sup>(1)</sup>	\$ 2,930	\$ 2,898

(1) Includes \$ 45 million notional value of option contracts as of December 31, 2023, with the remaining notional value related to forward contracts. There were no option contracts outstanding as of December 31, 2024.

The following table provides information on the location and amounts of pre-tax gains and losses on our cash flow hedges for the year ended December 31:

(in millions)	Change in Derivative Gains and Losses Recognized in Accumulated Other Comprehensive Income (Loss) (effective portion)		Location of Net Gains (Losses) Reclassified from Accumulated Other Comprehensive Income (Loss) into Income (effective portion)		Net Gains (Losses) Reclassified from Accumulated Other Comprehensive Income (Loss) into Income (effective portion)	
	2024	2023			2024	2023
Foreign exchange forward and option contracts – Designated as cash flow hedging instruments	\$ ( 35 )	\$ 55	Cost of revenues		\$ 11	\$ ( 23 )
			SG&A expenses		1	( 3 )
			Total		\$ 12	\$ ( 26 )

The activity related to the change in net unrealized gains and losses on the cash flow hedges included in "Accumulated other comprehensive income (loss)" in our consolidated statements of stockholders' equity is presented in [Note 14](#).

## Other Derivatives

We use foreign exchange forward contracts to provide an economic hedge against balance sheet exposures to certain monetary assets and liabilities denominated in currencies other than the functional currency of our foreign subsidiaries. We entered into foreign exchange forward contracts that are scheduled to mature in the first quarter of 2025. Realized gains or losses and changes in the estimated fair value of these derivative financial instruments are recorded in the caption "Foreign currency exchange gains (losses), net" in our consolidated statements of operations.

Additional information related to the outstanding foreign exchange forward contracts not designated as hedging instruments was as follows as of December 31:

(in millions)	2024		2023	
	Notional	Fair Value	Notional	Fair Value
Contracts outstanding	\$ 489	\$ ( 1 )	\$ 1,317	\$ ( 8 )

The following table provides information on the location and amounts of realized and unrealized pre-tax gains and losses on the other derivative financial instruments for the year ended December 31:

(in millions)	Location of Net Gain (Losses) on Derivative Instruments		Amount of Net Gains (Losses) on Derivative Instruments	
			2024	2023
Foreign exchange forward contracts - Not designated as hedging instruments	Foreign currency exchange gains (losses), net	\$	10	\$ ( 40 )

The related cash flow impacts of all the derivative activities are reflected as cash flows from operating activities.

## Note 13 — Fair Value Measurements

We measure our cash equivalents, certain investments, contingent consideration liabilities and foreign exchange forward and option contracts at fair value. Fair value is the exit price, or the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. The fair value hierarchy is based on inputs to valuation techniques that are used to measure fair value that are either observable or unobservable. Observable inputs reflect assumptions market participants would use in pricing an asset or liability based on market data obtained from independent sources while unobservable inputs reflect a reporting entity's pricing based upon their own market assumptions.

The fair value hierarchy consists of the following three levels:

- Level 1 – Inputs are quoted prices in active markets for identical assets or liabilities.
- Level 2 – Inputs are quoted prices for similar assets or liabilities in an active market, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable and market-corroborated inputs which are derived principally from or corroborated by observable market data.
- Level 3 – Inputs are derived from valuation techniques in which one or more significant inputs or value drivers are unobservable.

The following table summarizes the financial assets and (liabilities) measured at fair value on a recurring basis as of December 31, 2024:

(in millions)	Level 1	Level 2	Level 3	Total
Cash equivalents:				
Money market funds	\$ 40	\$ —	\$ —	\$ 40
Time deposits	—	991	—	991
Short-term investments:				
Time deposits	—	1	—	1
Equity investment security	11	—	—	11
Other current assets:				
Foreign exchange forward contracts	—	2	—	2
Accrued expenses and other current liabilities:				
Foreign exchange forward contracts	—	( 24 )	—	( 24 )
Other noncurrent liabilities:				
Foreign exchange forward contracts	—	( 13 )	—	( 13 )

The following table summarizes the financial assets and (liabilities) measured at fair value on a recurring basis as of December 31, 2023:

(in millions)	Level 1	Level 2	Level 3	Total
Cash equivalents:				
Money market funds	\$ 327	\$ —	\$ —	\$ 327
Time deposits	—	834	—	834
Short-term investments:				
Equity investment security	11	—	—	11
Other current assets:				
Foreign exchange forward contracts	—	15	—	15
Long-term investments:				
Restricted time deposits <sup>(1)</sup>	—	355	—	355
Other noncurrent assets:				
Foreign exchange forward contracts	—	5	—	5
Accrued expenses and other current liabilities:				
Foreign exchange forward contracts	—	( 14 )	—	( 14 )
Contingent consideration liabilities	—	—	( 30 )	( 30 )
Other noncurrent liabilities:				
Foreign exchange forward contracts	—	( 1 )	—	( 1 )

(1) See [Note 11](#)

The following table summarizes the changes in Level 3 contingent consideration liabilities:

(in millions)	2024		2023	
Beginning balance	\$	30	\$	22
Change in fair value recognized in SG&A expenses		—		17
Payments and other adjustments		( 30 )		( 9 )
Ending balance	\$	—	\$	30

We measure the fair value of money market funds based on quoted prices in active markets for identical assets and measure the fair value of our equity investment security based on the published daily net asset value at which investors can freely subscribe to or redeem from the fund. The carrying value of the time deposits approximated fair value as of December 31, 2024 and 2023.

We estimate the fair value of each foreign exchange forward contract by using a present value of expected cash flows model. This model calculates the difference between the current market forward price and the contracted forward price for each foreign exchange forward contract and applies the difference in the rates to each outstanding contract. The market forward rates include a discount and credit risk factor. We estimate the fair value of each foreign exchange option contract by using a variant of the Black-Scholes model. This model uses present value techniques and reflects the time value and intrinsic value based on observable market rates.

We estimate the fair value of contingent consideration liabilities associated with acquisitions using a variation of the income approach, which utilizes one or more significant inputs that are unobservable. This approach calculates the fair value of such liabilities based on the probability-weighted expected performance of the acquired entity against the target performance metric, discounted to present value when appropriate.

During the years ended December 31, 2024, 2023 and 2022 there were no transfers among Level 1, Level 2 or Level 3 financial assets and liabilities.

#### Note 14 — Accumulated Other Comprehensive Income (Loss)

Changes in "Accumulated other comprehensive income (loss)" by component were as follows for the year ended December 31, 2024:

(in millions)	2024		
	Before Tax Amount	Tax Effect	Net of Tax Amount
Foreign currency translation adjustments:			
Beginning balance	\$ ( 109 )	\$ 5	\$ ( 104 )
Change in foreign currency translation adjustments	( 152 )	2	( 150 )
Ending balance	\$ ( 261 )	\$ 7	\$ ( 254 )
Unrealized gains (losses) on cash flow hedges:			
Beginning balance	\$ 13	\$ ( 3 )	\$ 10
Unrealized (losses) arising during the period	( 35 )	9	( 26 )
Reclassifications of net gains to:			
Cost of revenues	( 11 )	3	( 8 )
SG&A expenses	( 1 )	—	( 1 )
Net change	( 47 )	12	( 35 )
Ending balance	\$ ( 34 )	\$ 9	\$ ( 25 )
Losses on defined benefit plans:			
Beginning balance	\$ —	\$ —	\$ —
Losses on defined benefit plans	( 20 )	3	( 17 )
Ending balance	\$ ( 20 )	\$ 3	\$ ( 17 )
Accumulated other comprehensive income (loss):			
Beginning balance	\$ ( 96 )	\$ 2	\$ ( 94 )
Other comprehensive income (loss)	( 219 )	17	( 202 )
Ending balance	\$ ( 315 )	\$ 19	\$ ( 296 )

Changes in "Accumulated other comprehensive income (loss)" by component were as follows for the years ended December 31, 2023 and 2022:

(in millions)	2023			2022		
	Before Tax Amount	Tax Effect	Net of Tax Amount	Before Tax Amount	Tax Effect	Net of Tax Amount
Foreign currency translation adjustments:						
Beginning balance	\$ (256)	\$ 8	\$ (248)	\$ (22)	\$ 2	\$ (20)
Change in foreign currency translation adjustments	147	(3)	144	(234)	6	(228)
Ending balance	\$ (109)	\$ 5	\$ (104)	\$ (256)	\$ 8	\$ (248)
Unrealized (losses) gains on cash flow hedges:						
Beginning balance	\$ (68)	\$ 17	\$ (51)	\$ 71	\$ (14)	\$ 57
Unrealized gains (losses) arising during the period	55	(14)	41	(153)	34	(119)
Reclassifications of net losses to:						
Cost of revenues	23	(5)	18	13	(3)	10
SG&A expenses	3	(1)	2	1	—	1
Net change	81	(20)	61	(139)	31	(108)
Ending balance	\$ 13	\$ (3)	\$ 10	\$ (68)	\$ 17	\$ (51)
Accumulated other comprehensive income (loss):						
Beginning balance	\$ (324)	\$ 25	\$ (299)	\$ 49	\$ (12)	\$ 37
Other comprehensive income (loss)	228	(23)	205	(373)	37	(336)
Ending balance	\$ (96)	\$ 2	\$ (94)	\$ (324)	\$ 25	\$ (299)

## Note 15 — Commitments and Contingencies

We are involved in various claims and legal proceedings arising in the ordinary course of business. We accrue a liability when a loss is considered probable and the amount can be reasonably estimated. When a material loss contingency is reasonably possible but not probable, we do not record a liability, but instead disclose the nature and the amount of the claim, and an estimate of the loss or range of loss, if such an estimate can be made. Legal fees are expensed as incurred. While we do not expect that the ultimate resolution of any existing claims and proceedings (other than the specific matters described below, if decided adversely), individually or in the aggregate, will have a material adverse effect on our financial position, an unfavorable outcome in some or all of these proceedings could have a material adverse impact on results of operations or cash flows for a particular period. This assessment is based on our current understanding of relevant facts and circumstances. As such, our view of these matters is subject to inherent uncertainties and may change in the future.

On January 15, 2015, Syntel sued TriZetto and Cognizant in the USDC-SDNY. Syntel's complaint alleged breach of contract against TriZetto, and tortious interference and misappropriation of trade secrets against Cognizant and TriZetto, stemming from Cognizant's hiring of certain former Syntel employees. Cognizant and TriZetto countersued on March 23, 2015, for breach of contract, misappropriation of trade secrets and tortious interference, based on Syntel's misuse of TriZetto confidential information and abandonment of contractual obligations. Cognizant and TriZetto subsequently added federal DTSA and copyright infringement claims for Syntel's misuse of TriZetto's proprietary technology. The parties' claims were narrowed by the court and the case was tried before a jury, which on October 27, 2020 returned a verdict in favor of Cognizant in the amount of \$ 855 million, including \$ 570 million in punitive damages. On April 20, 2021, the USDC-SDNY issued a post-trial order that, among other things, affirmed the jury's award of \$ 285 million in actual damages, but reduced the award of punitive damages from \$ 570 million to \$ 285 million, thereby reducing the overall damages award from \$ 855 million to \$ 570 million. The USDC-SDNY subsequently issued a final judgment consistent with the April 20<sup>th</sup> order. On May 26, 2021, Syntel filed a notice of appeal to the Second Circuit, and on June 3, 2021 the USDC-SDNY stayed execution of judgment pending appeal. On May 25, 2023, the Second Circuit issued an opinion affirming in part and vacating in part the judgment of the USDC-SDNY and remanding the case for further proceedings consistent with its opinion. The Second Circuit affirmed the judgment in all respects on liability but vacated the \$ 570 million award that had been based on avoided development costs under the DTSA, and it remanded the case to the USDC-SDNY for further evaluation of damages. On June 23, 2023, the

Second Circuit issued its mandate returning the case to the USDC-SDNY. On March 13, 2024, the USDC-SDNY issued a ruling that vacates the alternate compensatory damages awards that were within the scope of the Second Circuit's remand and awards TriZetto and Cognizant approximately \$ 15 million in attorney's fees. On October 23, 2024, the USDC-SDNY granted TriZetto and Cognizant's motion for a new trial on the amount of compensatory damages owed to TriZetto and Cognizant. On November 12, 2024, the USDC-SDNY scheduled the trial for June 16, 2025. On November 13, 2024, the USDC-SDNY granted Syntel's request to certify for interlocutory appeal the question of whether the Second Circuit's mandate permits the USDC-SDNY's October 23<sup>rd</sup> order for a new trial on compensatory damages. The parties subsequently completed briefing at the Second Circuit on December 27, 2024, regarding whether the Second Circuit should take up the interlocutory appeal, and a decision is pending. TriZetto and Cognizant will continue to vigorously pursue our claims against Syntel. We will not record any gain in our financial statements until it becomes realizable.

On February 28, 2019, a ruling of the SCI interpreting the India Defined Contribution Obligation altered historical understandings of the obligation, extending it to cover additional portions of the employee's income. As a result, the ongoing contributions of our affected employees and the Company were required to be increased. In the first quarter of 2019, we accrued \$ 117 million with respect to prior periods, assuming retroactive application of the SCI's ruling, in "Selling, general and administrative expenses" in our consolidated statement of operations. There is significant uncertainty as to how the liability should be calculated as it is impacted by multiple variables, including the period of assessment, the application with respect to certain current and former employees and whether interest and penalties may be assessed. Since the ruling, a variety of trade associations and industry groups have advocated to the Indian government, highlighting the harm to the information technology sector, other industries and job growth in India that would result from a retroactive application of the ruling. It is possible the Indian government will review the matter and there is a substantial question as to whether the Indian government will apply the SCI's ruling on a retroactive basis. As such, the ultimate amount of our obligation may be materially different from the amount accrued.

On October 31, 2016, November 15, 2016 and November 18, 2016, three putative shareholder derivative complaints were filed in New Jersey Superior Court, Bergen County, naming us, all of our then current directors and certain of our current and former officers at that time as defendants. These actions were consolidated in an order dated January 24, 2017. The complaints assert claims for breach of fiduciary duty, corporate waste, unjust enrichment, abuse of control, mismanagement, and/or insider selling by defendants. On April 26, 2017, the New Jersey Superior Court deferred further proceedings by dismissing the consolidated putative shareholder derivative litigation without prejudice but permitting the parties to file a motion to vacate the dismissal in the future.

On February 22, 2017, April 7, 2017, May 10, 2017 and March 11, 2019, four additional putative shareholder derivative complaints were filed in the USDC-NJ, naming us and certain of our current and former directors and officers at that time as defendants. These actions were consolidated in an order dated May 14, 2019. On August 3, 2020, lead plaintiffs filed a consolidated amended complaint. The consolidated amended complaint asserts claims similar to those in the previously-filed putative shareholder derivative actions. On February 14, 2022, we and certain of our current and former directors and officers moved to dismiss the consolidated amended complaint. On September 27, 2022, the USDC-NJ granted those motions and dismissed the consolidated amended complaint in its entirety with prejudice. Plaintiffs filed a notice of appeal on October 27, 2022. On May 3, 2024, the Third Circuit affirmed the dismissal of the consolidated amended complaint.

On June 1, 2021, an eighth putative shareholder derivative complaint was filed in the USDC-NJ, naming us and certain of our current and former directors and officers at that time as defendants. The complaint asserts claims similar to those in the previously-filed putative shareholder derivative actions. On March 31, 2022, we and certain of our current and former directors and officers moved to dismiss the complaint. On November 30, 2022, the USDC-NJ denied without prejudice those motions. The USDC-NJ ordered the parties to conduct limited discovery related to the issue of whether our board of directors wrongfully refused the plaintiff's earlier litigation demand and, after the conclusion of such limited discovery, to file targeted motions for summary judgment on the issue of wrongful refusal.

We are presently unable to predict the duration, scope or result of the single putative shareholder derivative action that has not been dismissed. Although the Company continues to defend that putative shareholder derivative action vigorously, it is subject to inherent uncertainties, the actual cost of such litigation will depend upon many unknown factors and the outcome of the litigation is necessarily uncertain.

We have indemnification and expense advancement obligations pursuant to our bylaws and indemnification agreements with respect to certain current and former members of senior management and the Company's board of directors. In connection with the matters that were the subject of our previously disclosed internal investigation, the DOJ and SEC investigations and the related litigation, we have received and expect to continue to receive requests under such indemnification agreements and our bylaws to provide funds for legal fees and other expenses. There are no amounts remaining available to us under applicable

insurance policies for our ongoing indemnification and advancement obligations with respect to certain of our current and former officers and directors or incremental legal fees and other expenses related to the above matters.

See [Note 11](#) for information relating to the ITD Dispute.

On September 18, 2017, three former employees filed suit against Cognizant in the USDC-CDCA, alleging that they and similarly situated employees suffered disparate treatment on the basis of race in violation of 42 U.S.C. § 1981. Plaintiffs subsequently amended their complaint three times, adding a fourth former employee plaintiff and claims for both disparate treatment and disparate impact on the basis of race and national origin under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.* and disparate treatment and disparate impact on the basis of race and national origin under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*. Plaintiffs filed the operative Third Amended Complaint-Corrected on January 19, 2021. Cognizant filed its answer on January 29, 2021.

On May 13, 2022, plaintiffs filed a motion requesting that the USDC-CDCA certify the case as a class action for two putative classes of plaintiffs consisting of: (1) all individuals who are not of South Asian race or Indian national origin who applied to Cognizant in the U.S. and were not hired since September 2013 (the "hiring class"); and (2) all individuals who are not of South Asian race or Indian national origin who have been terminated in the U.S. since September 2013 (the "terminations class"). Cognizant opposed. On October 27, 2022, the court denied certification for the hiring class and the terminations class. However, the court granted certification for a sub-set of the terminations class limited to approximately 2,300 former employees whose employment had been terminated from the "bench," a designation for employees who are not allocated to an active project. On November 10, 2022, Cognizant filed a petition with the Ninth Circuit requesting permission to appeal the class certification order as to the bench terminations class. The Ninth Circuit denied the petition on January 26, 2023.

From June 13, 2023 to June 26, 2023, the USDC-CDCA held a class action jury trial on the first phase of plaintiffs' Section 1981 claim and Title VII disparate treatment claim. The questions presented were whether Cognizant engaged in a pattern or practice of discrimination against non-South Asian and non-Indian employees with respect to bench terminations, and if so, whether punitive damages are available for class members who prevail on their claims. The jury deadlocked, and the court declared a mistrial.

The case proceeded to a retrial on September 24, 2024, and on October 4, 2024, the jury returned a verdict in favor of plaintiffs. The case will now proceed to the second phase to determine individualized liability and damages, if any, for each class member. As a result of the verdict, each non-South Asian and non-Indian class member who pursues claims in the second phase will be entitled to a rebuttable presumption that all termination decisions were discriminatory and to the possibility of recovering punitive damages if they prevail. The USDC-CDCA will also consider plaintiffs' claim that Cognizant policies had a disparate impact on non-South Asian and non-Indian employees. We believe that class certification was improper, and that the second phase of the case will confirm that individualized issues should have precluded class certification. Cognizant will continue to vigorously defend itself in the second phase of this case and to pursue all available appellate arguments concerning class certification and the September 24, 2024 trial at the appropriate time. Because we cannot predict the number of individual plaintiffs who will proceed to the second phase, or the outcome of those cases, and in view of the appellate arguments regarding class certification, we are unable to reasonably estimate a possible loss or range of loss. We have not recorded any accruals related to this matter.

Many of our engagements involve projects that are critical to the operations of our clients' business and provide benefits that are difficult to quantify. Any failure in a client's systems or our failure to meet our contractual obligations to our clients, including any breach involving a client's confidential information or sensitive data, or our obligations under applicable laws or regulations could result in a claim for substantial damages against us, regardless of our responsibility for such failure. Although we attempt to contractually limit our liability for damages arising from negligent acts, errors, mistakes, or omissions in rendering our services, there can be no assurance that the limitations of liability set forth in our contracts will be enforceable in all instances or will otherwise protect us from liability for damages. Although we have general liability insurance coverage, including coverage for errors or omissions, we retain a significant portion of risk through our insurance deductibles and there can be no assurance that such coverage will cover all types of claims, continue to be available on reasonable terms or will be available in sufficient amounts to cover one or more large claims, or that the insurer will not disclaim coverage as to any future claim. The successful assertion of one or more large claims against us that exceed or are not covered by our insurance coverage or changes in our insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could have a material adverse effect on our business, results of operations, financial position and cash flows for a particular period.

In the normal course of business and in conjunction with certain client engagements, we have entered into contractual arrangements through which we may be obligated to indemnify clients or other parties with whom we conduct business with

respect to certain matters. These arrangements can include provisions whereby we agree to hold the indemnified party and certain of their affiliated entities harmless with respect to third-party claims related to such matters as our breach of certain representations or covenants, our intellectual property infringement, our gross negligence or willful misconduct or certain other claims made against certain parties. Payments by us under any of these arrangements are generally conditioned on the client making a claim and providing us with full control over the defense and settlement of such claim. It is not possible to determine the maximum potential liability under these indemnification agreements due to the unique facts and circumstances involved in each particular agreement. Historically, we have not made material payments under these indemnification agreements and therefore they have not had a material impact on our operating results, financial position, or cash flows. However, if events arise requiring us to make payment for indemnification claims under our indemnification obligations in contracts we have entered, such payments could have a material adverse effect on our business, results of operations, financial position and cash flows for a particular period.

## **Note 16 — Employee Benefits**

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### **Defined Contribution Plans**

We contribute to defined contribution plans, including 401(k) savings and supplemental retirement plans in the United States. Total expenses for our contributions to our U.S. plans were \$ 115 million, \$ 117 million and \$ 112 million for the years ended December 31, 2024, 2023 and 2022, respectively.

In addition, we maintain employee benefit plans that cover substantially all India-based employees. The employees' provident fund, pension and family pension plans are statutorily defined contribution retirement benefit plans. Under the plans, employees contribute up to 12.0 % of their eligible compensation, which is matched by an equal contribution by the Company. For these plans, we recognized a contribution expense of \$ 151 million, \$ 149 million and \$ 143 million for the years ended December 31, 2024, 2023 and 2022, respectively.

Outside of the United States and India, we incurred expenses of \$ 104 million, \$ 107 million and \$ 99 million for the years ended December 31, 2024, 2023 and 2022, respectively, related to our contributions to defined contribution plans.

### **Defined Benefit Pension Plans**

We sponsor defined benefit pension plans that are statutorily required and primarily cover employees in certain European countries. Our primary plan is in Switzerland, which provides pension benefits based on a participant's contributions, the Company's matching contributions and a minimum investment return guarantee. As of December 31, 2024 the net liability recognized on the balance sheet for our pension plans was \$ 63 million and amounts recognized in prior years were immaterial. The losses recognized in other comprehensive income arose mainly due to change in discount rates used in the valuation of the defined benefit obligation of our Swiss pension plan. The net periodic pension costs recognized in the income statement for the years ended December 31, 2024, 2023 and 2022 were \$ 21 million, \$ 16 million, \$ 13 million, respectively.

### **Post-Employment Benefit Plan**

We maintain a gratuity plan in India that is a statutory post-employment benefit plan providing defined lump sum benefits. We make annual contributions to the employees' gratuity fund established with a government-owned insurance corporation to fund a portion of the estimated obligation. As of December 31, 2024 and 2023, the amount accrued under the gratuity plan was \$ 80 million and \$ 130 million, which is net of fund assets of \$ 231 million and \$ 221 million, respectively. Expense recognized by us was \$ 4 million, \$ 56 million and \$ 45 million for the years ended December 31, 2024, 2023 and 2022, respectively.

## **Note 17 — Stock-Based Compensation Plans**

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Our 2023 Incentive Plan provides for the issuance of a total of 25.0 million shares of Class A common stock to eligible employees, less (i) the number of shares granted under the 2017 Incentive Plan between March 24, 2023 and June 6, 2023, plus (ii) any shares subject to awards under the prior 2017 and 2009 Incentive Plans that are forfeited after June 6, 2023. The 2023 Incentive Plan does not affect any awards outstanding under the prior plans. The Purchase Plan provides for the issuance of up to 50.0 million shares of Class A common stock to eligible employees. As of December 31, 2024, we have 22.7 million and 10.6 million shares available for grant under the 2023 Incentive Plan and the Purchase Plan, respectively.

The allocation of total stock-based compensation expense between cost of revenues, selling, general and administrative expenses and restructuring charges as well as the related income tax benefit were as follows for the three years ended December 31:

(in millions)	2024	2023	2022
Cost of revenues	\$ 26	\$ 30	\$ 33
SG&A expenses	150	153	228
Restructuring charges	( 1 )	( 7 )	—
Total stock-based compensation expense	\$ 175	\$ 176	\$ 261
Income tax benefit	\$ 38	\$ 34	\$ 59

## Restricted Stock Units and Performance Stock Units

We granted RSUs that vest in quarterly or annual installments over periods of up to four years to employees, including our executive officers. A summary of the activity for RSUs granted under our stock-based compensation plans as of December 31, 2024 and changes during the year then ended is presented below:

	Number of Units (in millions)	Weighted Average Grant Date Fair Value (in dollars)
Unvested at January 1, 2024	3.3	\$ 69.10
Granted	2.5	77.66
Vested	( 2.3 )	72.04
Forfeited	( 0.7 )	73.06
Unvested at December 31, 2024	2.8	\$ 73.47

The total vesting date fair value of vested RSUs was \$ 172 million, \$ 176 million and \$ 207 million for the years ended December 31, 2024, 2023 and 2022, respectively. The weighted-average grant date fair value of RSUs granted in 2024, 2023 and 2022 was \$ 77.66 , \$ 65.95 and \$ 78.20 , respectively. As of December 31, 2024, \$ 146 million of total remaining unrecognized stock-based compensation cost related to RSUs is expected to be recognized over the weighted-average remaining requisite service period of 1.5 years.

We granted PSUs that vest over periods up to four years to employees, including our executive officers. The vesting of PSUs is contingent on meeting certain financial performance targets, market conditions and continued service. A summary of the activity for PSUs granted under our stock-based compensation plans as of December 31, 2024 and changes during the year then ended is presented below. The presentation reflects the number of PSUs at the maximum performance milestones.

	Number of Units (in millions)	Weighted Average Grant Date Fair Value (in dollars)
Unvested at January 1, 2024	1.5	\$ 74.13
Granted	0.9	83.63
Vested	( 0.2 )	72.80
Forfeited	( 0.4 )	78.42
Adjustment at the conclusion of the performance measurement period	( 0.3 )	86.87
Unvested at December 31, 2024	1.5	\$ 76.76

The total vesting date fair value of vested PSUs was \$ 15 million, \$ 22 million and \$ 8 million for the years ended December 31, 2024, 2023 and 2022, respectively. The weighted-average grant date fair value of PSUs granted in 2024, 2023 and 2022 was \$ 83.63 , \$ 67.82 and \$ 90.92 , respectively. As of December 31, 2024, \$ 21 million of the total remaining unrecognized stock-based compensation cost related to PSUs is expected to be recognized over the weighted-average remaining requisite service period of 1.5 years.

All RSUs and PSUs have dividend equivalent rights, which entitle holders to the same dividend value per share as holders of common stock. Dividend equivalent rights are subject to the same vesting and other terms and conditions as the corresponding unvested RSUs and PSUs and are accumulated and paid when the underlying shares vest.

## Purchase Plan

For the years ended December 31, 2024, 2023 and 2022, the Purchase Plan provided for eligible employees to purchase shares of Class A common stock at a price equal to 95 % of the fair market value per share of our Class A common stock on the last date of the purchase period. This plan has been deemed non-compensatory and, therefore, no compensation expense has been recorded. During the years ended December 31, 2024, 2023 and 2022, we issued 0.9 million shares, 1.1 million shares and 1.3 million shares, respectively, of Class A common stock under the Purchase Plan.

## Note 18 — Segment Information

Our chief executive officer is our chief operating decision maker. Our CODM regularly reviews the performance of our business by seven industry-based operating segments, which are aggregated into four reportable business segments:

- Health Sciences, which consists of a single operating segment of the same name;
- Financial Services, which consists of the banking and insurance operating segments;
- Products and Resources, which consists of the retail and consumer goods; manufacturing, logistics, energy, and utilities; and travel and hospitality operating segments; and
- Communications, Media and Technology, which consists of a single operating segment of the same name.

We have an industry-led go-to-market strategy, with client partners, account executives and client relationship managers aligned to the specific industries they serve.

Our CODM is regularly provided segment revenues and operating profit, including budget-to-actual variances in segment revenue, to formulate industry-focused strategic priorities, allocate financial resources, set targets and key performance indicators, and evaluate the results of such strategies. These strategic priorities, targets and key performance indicators are translated and applied to each client account, rolling up to respective industry-based operating segments. Our hiring and deployment plans are devised according to the strategic priorities and targets set for the client accounts.

Revenue from a client is directly identified with the operating segment with which the client is most closely aligned. Generally, operating expenses for each operating segment have similar characteristics and are subject to the same factors, pressures and challenges. However, the economic environment and its effects on industries served by the operating segments may affect revenues and operating expenses to differing degrees. Segment operating profit is the income from operations before unallocated costs.

Our CODM is not regularly provided with segment expenses. Corporate expenses, expenses related to our NextGen program, a portion of depreciation and amortization and the impact of the settlements of the cash flow hedges are not allocated to individual segments. Accordingly, such expenses are excluded from segment operating profit and are included below as “unallocated costs” and adjusted against our total income from operations.

We do not disclose assets by segment as a significant portion of the assets is used interchangeably among the segments and our CODM is not provided such information.

Information by reportable segment were as follows:

Year Ended December 31, 2024					
(in millions)	HS	FS	P&R	CMT	Total
Revenues	\$ 5,932	\$ 5,753	\$ 4,782	\$ 3,269	\$ 19,736
Less: other segment items	4,599	4,512	3,802	2,667	15,580
Segment operating profit	1,333	1,241	980	602	4,156
Less: unallocated costs					1,264
Income from operations					\$ 2,892

Year Ended December 31, 2023						
(in millions)	HS	FS	P&R	CMT	Total	
Revenues	\$ 5,674	\$ 5,809	\$ 4,628	\$ 3,242	\$	19,353
Less: other segment items	4,322	4,653	3,644	2,617		15,236
Segment operating profit	1,352	1,156	984	625		4,117
Less: unallocated costs						1,428
Income from operations					\$	2,689

Year Ended December 31, 2022						
(in millions)	HS	FS	P&R	CMT	Total	
Revenues	\$ 5,631	\$ 6,072	\$ 4,566	\$ 3,159	\$	19,428
Less: other segment items	4,441	4,749	3,495	2,390		15,075
Segment operating profit	1,190	1,323	1,071	769		4,353
Less: unallocated costs						1,385
Income from operations					\$	2,968

Other segment items for each reportable segment primarily include employee compensation and benefits, subcontractor costs, costs of third-party products and services related to revenue and project-related travel.

### Geographic Area Information

Long-lived assets by geographic area are as follows:

(in millions)	2024	2023	2022
Long-lived Assets: <sup>(1)</sup>			
North America <sup>(2)</sup>	\$ 338	\$ 335	\$ 354
Europe	72	90	86
Rest of World <sup>(3)</sup>	584	623	661
Total	\$ 994	\$ 1,048	\$ 1,101

(1) Long-lived assets include property and equipment, net of accumulated depreciation and amortization.

(2) Substantially all relates to the United States.

(3) Substantially all relates to India.

### Note 19 — Subsequent Events

#### Dividend

On February 5, 2025, our Board of Directors approved the Company's declaration of a \$ 0.31 per share dividend with a record date of February 18, 2025 and a payment date of February 26, 2025.

**Cognizant Technology Solutions Corporation**  
**Valuation and Qualifying Accounts**  
**For the Years Ended December 31, 2024, 2023 and 2022**  
**(in millions)**

(in millions)	Balance at Beginning of Period	Charged to Costs and Expenses	Charged to Other Accounts	Deductions /Other	Balance at End of Period
Warranty accrual:					
2024	\$ 40	\$ 38	\$ —	\$ 40	\$ 38
2023	\$ 41	\$ 40	\$ —	\$ 41	\$ 40
2022	\$ 39	\$ 41	\$ —	\$ 39	\$ 41
Valuation allowance—deferred income tax assets:					
2024	\$ 53	\$ 1	\$ —	\$ 6	\$ 48
2023	\$ 41	\$ 14	\$ —	\$ 2	\$ 53
2022	\$ 46	\$ 3	\$ —	\$ 8	\$ 41

**COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION  
2023 INCENTIVE AWARD PLAN**

**RESTRICTED STOCK UNIT AWARD GRANT NOTICE**

Cognizant Technology Solutions Corporation, a Delaware corporation (the "Company"), pursuant to its 2023 Incentive Award Plan, as amended from time to time (the "Plan"), hereby grants to the holder listed below ("Participant") the number of Restricted Stock Units (the "RSUs") set forth below. The RSUs are subject to the terms and conditions set forth in this Restricted Stock Unit Award Grant Notice (this "Grant Notice"), the Restricted Stock Unit Award Agreement attached hereto as Exhibit A (the "Agreement") the Plan and the special provisions for Participant's country of residence, if any, attached hereto as Exhibit B (the "Foreign Appendix"), each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Grant Notice, the Agreement and the Foreign Appendix.

**Participant:**

**Grant Date:**

**Number of RSUs:**

**Type of Shares Issuable:**

**Vesting Schedule:**

To accept the Award of RSUs, Participant shall log into Participant's online brokerage account established at the Company-designated brokerage firm for Participant's Awards under the Plan and follow the procedure set forth on the brokerage firm's website to accept the terms of this Award. In addition, Participant shall cause his or her spouse, civil union partner or registered domestic partner, if any, to execute the spousal consent on such website. Currently, the Company-designated brokerage firm is **E\*TRADE** and the applicable website is [www.etrade.com](http://www.etrade.com).

If Participant fails to follow the procedure set forth in the preceding paragraph, and does not notify the Company within 30 days following the Grant Date that Participant does not wish to accept the Award of RSUs, then Participant will be deemed to have accepted the Award of RSUs, and agreed to be bound by the terms of the Plan, this Grant Notice, the Agreement and the Foreign Appendix.

By Participant's acceptance of this Award of RSUs, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement, this Grant Notice and the Foreign Appendix. Participant has reviewed the Agreement, the Plan, this Grant Notice and the Foreign Appendix in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Grant Notice and fully understands all provisions of this Grant Notice, the Agreement, the Foreign Appendix and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice, the Agreement or the Foreign Appendix.

**COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION**

By:

Print Name:

Title:

**EXHIBIT A**

**TO RESTRICTED STOCK UNIT AWARD GRANT NOTICE**

**RESTRICTED STOCK UNIT AWARD AGREEMENT**

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant the number of RSUs set forth in the Grant Notice.

**ARTICLE I.**

**GENERAL**

1.1 Incorporation of Terms of Plan, Grant Notice and the Foreign Appendix. The RSUs are subject to the terms and conditions set forth in this Agreement, the Grant Notice, the Plan and the Foreign Appendix, if applicable, each of which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

**ARTICLE II.**

**AWARD OF RESTRICTED STOCK UNITS AND DIVIDEND EQUIVALENTS**

2.1 Award of RSUs and Dividend Equivalents

(a) In consideration of Participant's past and/or continued employment with or service to any member of the Company and its Subsidiaries (the "Company Group") (each such member, a "Company Group Member") and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the "Grant Date"), the Company has granted to Participant the number of RSUs set forth in the Grant Notice, upon the terms and conditions set forth in the Grant Notice, the Plan, this Agreement and the Foreign Appendix, if applicable, subject to adjustment as provided in Section 12.2 of the Plan. Each RSU represents the right to receive one Share. However, unless and until the RSUs have vested, Participant will have no right to the payment of any Shares subject thereto. Prior to the actual delivery of any Shares, the RSUs will represent an unsecured obligation of the Company, payable only from the general assets of the Company.

(b) The Company hereby grants to Participant an Award of Dividend Equivalents with respect to each RSU granted pursuant to the Grant Notice for all ordinary and extraordinary cash dividends that are paid to all or substantially all holders of the outstanding Shares with a record date that occurs between the Grant Date and the date when the Share underlying the applicable RSU is distributed to Participant or is forfeited or expires. The Dividend Equivalents for each RSU shall have a value equal to the amount of cash that is paid as a dividend on one Share. The Dividend Equivalents shall be credited to a book account for Participant in the form of cash unless the Administrator determines to cause the Dividend Equivalents to be reinvested in additional RSUs as of the date of payment of any such dividend based on the Fair Market Value of a Share on such date. The Dividend Equivalents and any amounts that may become payable in respect thereof shall be treated separately from the RSUs and the rights arising in connection therewith for purposes of Section 409A.

## 2.2 Vesting of RSUs and Dividend Equivalents

(a) Subject to Participant's continued employment with or service to a Company Group Member through the applicable Vesting Date (except as set forth in Section 2.2(c) below) and subject to Section 3.8 and Section 3.15, the RSUs shall vest in such amounts and at such times as are set forth in the Grant Notice. Any Dividend Equivalents provided pursuant to Section 2.1(b) hereof shall vest whenever the underlying RSU to which such Dividend Equivalents relate vests.

(b) Unless otherwise determined by the Administrator or as set forth in a written agreement between Participant and the Company, any RSUs and Dividend Equivalents that have not become vested on or prior to the date of Participant's Termination of Service (including, without limitation, pursuant to any employment or similar agreement by and between Participant and the Company) shall be forfeited on the date of Participant's Termination of Service and shall not thereafter become vested.

(c) Notwithstanding the foregoing or anything herein to the contrary, if Participant is eligible to participate in the Cognizant Technology Solutions Corporation Retirement, Death and Disability Policy (as may be amended from time to time, the "Retirement Policy") and Participant terminates employment due to a Qualifying Retirement or Qualifying Termination (each as defined in the Retirement Policy), all then-outstanding RSUs subject to this Award shall, subject to the terms and conditions set forth in the Retirement Policy, remain outstanding following Participant's Qualifying Retirement or Qualifying Termination and shall settle and be paid in accordance with Section 2.3 below.

## 2.3 Distribution or Payment of RSUs and Dividend Equivalents

(a) Participant's RSUs (including any Dividend Equivalents reinvested in RSUs) shall be distributed in Shares (either in book-entry form or otherwise) and any Dividend Equivalents credited in the form of cash shall be distributed in cash, in each case on or within 30 days following the applicable Vesting Date pursuant to Section 2.2. Notwithstanding the foregoing, the Company may delay a distribution or payment in settlement of RSUs and Dividend Equivalents if it reasonably determines that such payment or distribution will violate Federal securities laws or any other Applicable Law, *provided* that no payment or distribution shall be delayed under this Section 2.3(a) if such delay will result in a violation of Section 409A.

(b) All distributions of Shares shall be made by the Company in the form of whole Shares, and to the extent that the total number of Shares to be issued in connection with any distribution would otherwise result in a fractional Share, such total number of Shares shall be rounded down to the next whole Share and the number of Shares to be issued in connection with the final Vesting Date set forth in the Grant Notice (if any of the RSUs vest on such date) shall equal, subject to the rounding convention described in this Section 2.3(b), the excess of (i) the total number of Shares underlying Participant's RSUs over (ii) the whole number of Shares issued in connection with prior Vesting Dates. Neither the time nor form of distribution of Shares with respect to the RSUs and Dividend Equivalents may be changed, except as may be permitted by Administrator in accordance with the Plan and Section 409A.

2.4 Conditions to Issuance of Certificates. The Company shall not be required to issue or deliver any certificate or certificates for any Shares or to cause any Shares to be held in book-entry form prior to the fulfillment of all of the following conditions: (a) the admission of the Shares to listing on all stock exchanges on which such Shares are then listed, (b) the completion of any registration or other qualification of the Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or other governmental regulatory body, that the Administrator shall, in its absolute discretion, deem necessary or advisable, and (c) the obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable.

2.5 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) The Company Group has the authority to deduct or withhold, or require Participant to remit to the applicable Company Group Member, an amount sufficient to satisfy any applicable federal, state, local and foreign taxes required by Applicable Law to be withheld with respect to any taxable event arising pursuant to this Agreement. The Company Group may withhold or Participant may make such payment in one or more of the forms specified below:

- (i) by cash or check made payable to the Company Group Member with respect to which the withholding obligation arises;
- (ii) by the deduction of such amount from any cash payments payable pursuant to the Dividend Equivalents or any other compensation payable to Participant;
- (iii) with respect to any withholding taxes arising in connection with the distribution of the RSUs, until such time as the Company provides Participant with written or electronic notice that such method of withholding taxes is not permitted, by withholding a net number of Shares otherwise issuable pursuant to the RSUs having a fair market value (as determined by the Company in accordance with applicable law) not exceeding the amount necessary to satisfy the withholding obligation of the Company Group based on the maximum statutory withholding rates in Participant's applicable jurisdictions for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income;
- (iv) with respect to any withholding taxes arising in connection with the distribution of the RSUs, with the consent of the Administrator, by tendering to the Company vested Shares held for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences and having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company Group based on the maximum statutory withholding rates in Participant's applicable jurisdictions for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income;
- (v) with respect to any withholding taxes arising in connection with the distribution of the RSUs, through the delivery of a notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to Shares then issuable to Participant pursuant to the RSUs, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company Group Member with respect to which the withholding obligation arises in satisfaction of

such withholding taxes; *provided* that payment of such proceeds is then made to the applicable Company Group Member at such time as may be required by the Administrator, but in any event not later than the settlement of such sale; or

(vi) in any combination of the foregoing.

(b) With respect to any withholding taxes arising in connection with the RSUs or the Dividend Equivalents, in the event Participant fails to provide timely payment of all sums required pursuant to Section 2.5(a), the Company shall have the right and option, but not the obligation, to treat such failure as an election by Participant to satisfy all or any portion of Participant's required payment obligation pursuant to Section 2.5(a)(ii) or Section 2.5(a)(iii) above, or any combination of the foregoing as the Company may determine to be appropriate. The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the RSUs to, or to cause any such Shares to be held in book-entry form by, Participant or his or her legal representative, or to pay to Participant any cash with respect to any Dividend Equivalents, unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes applicable with respect to the taxable income of Participant resulting from the vesting or settlement of the RSUs, the payment of any cash with respect to the Dividend Equivalents or any other taxable event related to the RSUs or the Dividend Equivalents.

(c) In the event any tax withholding obligation arising in connection with the RSUs will be satisfied under Section 2.5(a)(iii), then the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of Shares from those Shares then issuable to Participant pursuant to the RSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the tax withholding obligation and to remit the proceeds of such sale to the Company Group Member with respect to which the withholding obligation arises. Participant's acceptance of this Award constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 2.5(c), including the transactions described in the previous sentence, as applicable. The Company may refuse to issue any Shares in settlement of the RSUs to Participant until the foregoing tax withholding obligations are satisfied, *provided* that no payment shall be delayed under this Section 2.5(c) if such delay will result in a violation of Section 409A.

(d) Participant is ultimately liable and responsible for, and, to the extent permitted by Applicable Law, agrees to indemnify and keep indemnified the Company Group from, all taxes and social security or national insurance contributions owed in connection with the RSUs and any Dividend Equivalents (including the grant or vesting of the RSUs or Dividend Equivalents or the acquisition or disposal of any Shares), regardless of any action any Company Group Member takes with respect to any tax withholding obligations that arise in connection with the RSUs or the Dividend Equivalents. Participant shall pay any taxes or other amounts that are required by the laws of a jurisdiction in which Participant is subject to taxation to be paid by the Company Group with respect to the grant, vesting or settlement of the RSUs or Dividend Equivalents or the issuance of Shares or cash thereunder, to the extent those taxes or other amounts are permitted to be passed through to the Participant under Applicable Law. No Company Group Member makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the RSUs or Dividend Equivalents or

the subsequent sale of Shares. The Company Group does not commit and is under no obligation to structure the RSUs or Dividend Equivalents to reduce or eliminate Participant's tax liability.

(e) Notwithstanding the foregoing or anything herein to the contrary, to the extent that taxes become due under the Federal Insurance Contributions Act ("FICA") or similar employment tax laws in non-U.S. jurisdictions in the year in which RSUs vest and prior to settlement of such RSUs in accordance with the foregoing, the Company may, to the extent permissible under applicable law, accelerate the settlement of a number of vested RSUs with a Fair Market Value equal to (and not in excess of) the amount of such FICA tax liability and any pyramiding income and FICA taxes resulting from such accelerated settlement in accordance with the "net settlement" procedure described in Section 2.5(a)(iii) above.

2.6 Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars and delivered to Participant (including through electronic delivery to a brokerage account). Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares.

### ARTICLE III.

#### OTHER PROVISIONS

3.1 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice, this Agreement and the Foreign Appendix, as applicable, as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice, this Agreement or the Foreign Appendix, as applicable.

3.2 RSUs and Dividend Equivalents Not Transferable. The RSUs and the Dividend Equivalents may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, unless and until the Shares underlying the RSUs have been issued, and all restrictions applicable to such Shares have lapsed. The RSUs may not be hedged, including (without limitation) any short sale or any acquisition or disposition of any put or call option or other instrument tied to the value of the RSUs or the underlying Shares. None of the RSUs, the Dividend Equivalents or any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and

void and of no effect, except to the extent that such disposition is permitted by the preceding sentence. Notwithstanding the foregoing, with the consent of the Administrator, the RSUs and the Dividend Equivalents may be transferred to Permitted Transferees pursuant to any conditions and procedures the Administrator may require; *provided* that the RSUs and the Dividend Equivalents may not be transferred for value or consideration. Participant may direct the Company to record the ownership of any Shares underlying the RSUs that vest and become issuable hereunder in the name of a revocable living trust established for the exclusive benefit of Participant or Participant and his or her spouse. Participant may make such a beneficiary designation or ownership directive at any time by filing the appropriate form with the Administrator.

3.3 Adjustments. The Administrator may accelerate the vesting of all or a portion of the RSUs or Dividend Equivalents in such circumstances as it, in its sole discretion, may determine. Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 12.2 of the Plan.

3.4 Notices. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be delivered electronically through the procedure set forth on the website maintained by the Company-designated brokerage firm for Awards under the Plan or in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Participant shall be delivered electronically or in writing addressed to Participant at the most recent address on file with the Company for Participant. All notices shall be deemed effective upon personal or electronic delivery or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

3.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.6 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.7 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice, this Agreement and the Foreign Appendix, as applicable, are intended to conform to the extent necessary with all Applicable Laws, including, without limitation, the provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the RSUs and Dividend Equivalents are granted and may be settled, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, shall be deemed amended to the extent necessary to conform to Applicable Law.

3.8 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided* that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall

adversely affect the RSUs or the Dividend Equivalents in any material way without the prior written consent of Participant.

3.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 3.2 and the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

3.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the RSUs, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 under the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an employee or other service provider of any Company Group Member or shall interfere with or restrict in any way the rights of the Company Group, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between a Company Group Member and Participant.

3.12 Acknowledgment of Nature of Plan and RSUs. In accepting the RSUs, Participant acknowledges that:

(a) the Award of the RSUs (and the Shares subject to the RSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) the Company is making under the Plan is unilateral and discretionary and will not give rise to any future obligation on the Company to make further Awards under the Plan to the Participant;

(b) for labor law purposes, subject to Applicable Law, the RSUs (and the Shares subject to the RSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for any Company Group Member or any affiliate thereof;

(c) Participant is voluntarily participating in the Plan;

(d) the RSUs (and the Shares subject to the RSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are not intended to replace any pension rights or compensation;

(e) none of the RSUs, the Dividend Equivalents or any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with any Company Group Member or any affiliate thereof, and any modification of the Plan or this Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment;

(f) the future value of the underlying Shares is unknown and cannot be predicted with certainty. If the RSUs vest and Participant obtains Shares, the value of the Shares acquired may increase or decrease in value; and

(g) in consideration of the grant of the RSUs hereunder, no claim or entitlement to compensation or damages arises from termination of the RSUs, and no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from termination of Participant's employment by any Company Group Member or any affiliate thereof (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases each Company Group Member from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim.

3.13 Consent to Personal Data Processing and Transfer. By acceptance of the RSUs, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company Group holds certain personal information, including Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in Participant's favor, for the purpose of managing and administering the Plan ("Data"). Participant is aware that providing the Company with Participant's Data is necessary for the performance of this Agreement and that Participant's refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect Participant's ability to participate in the Plan. The Company Group will transfer Data to third parties in the course of its or their business, including for the purpose of assisting the Company in the implementation, administration and management of the Plan. However, from time to time and without notice, the Company Group may retain additional or different third parties for any of the purposes mentioned. The Company Group may also make Data available to public authorities where required under Applicable Law. Such recipients may be located in the jurisdiction which Participant is based or elsewhere in the world, which Participant separately and expressly consents to, accepting that outside the jurisdiction which Participant is based, data protection laws may not be as protective as within. Participant hereby authorizes the Company Group and all such third parties to receive, possess, use, retain, process and transfer Data, in electronic or other form, in the course of the Company Group's business, including for the purposes of implementing, administering and managing participation in the Plan, and including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of Participant to a third party to whom Participant may have elected to have payment made pursuant to the Plan. Participant understands that he or she may request a list with the names and addresses of any potential recipients of Data by contacting Participant's local human resources representative. Participant may, at any time, review Data, require any necessary amendments to

it or withdraw the consent herein in writing by contacting the Company through its local human resources representative; however, withdrawing the consent may affect Participant's ability to participate in the Plan and receive the benefits intended by these RSUs. Data will only be held as long as necessary to implement, administer and manage Participant's participation in the Plan and any subsequent claims or rights.

3.14 Entire Agreement. The Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

3.15 Section 409A.

(a) The Plan, this Agreement, the Grant Notice and the Foreign Appendix shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A. The Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice, this Agreement or the Foreign Appendix, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate to comply with the requirements of Section 409A.

(b) Notwithstanding any contrary provision in the Plan, this Agreement, the Grant Notice and the Foreign Appendix, any payment(s) of "nonqualified deferred compensation" required to be made under an Award to a "specified employee" (as defined under Section 409A and as the Administrator determines) due to his or her "separation from service" will, to the extent necessary to avoid taxes under Section 409A(a)(2)(B)(i) of the Code, be delayed for the six-month period immediately following such "separation from service" (or, if earlier, until the specified employee's death) and will instead be paid (as set forth in the Award Agreement) on the day immediately following such six-month period or as soon as administratively practicable thereafter (without interest). Any payments of "nonqualified deferred compensation" payable more than six months following Participant's "separation from service" will be paid at the time or times the payments are otherwise scheduled to be made.

3.16 Agreement Severable. In the event that any provision of the Grant Notice, this Agreement or the Foreign Appendix, if applicable, is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice, this Agreement or the Foreign Appendix.

3.17 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs and Dividend Equivalents.

3.18 Broker-Assisted Sales. In the event of any broker-assisted sale of Shares in connection with the payment of withholding taxes as provided in Section 2.5(a)(v) or Section 2.5(c): (a) any Shares

to be sold through a broker-assisted sale will be sold on the day the tax withholding obligation arises or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (c) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the proceeds of such sale exceed the applicable tax withholding obligation, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (e) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable tax withholding obligation; and (f) in the event the proceeds of such sale are insufficient to satisfy the applicable tax withholding obligation, Participant agrees to pay immediately upon demand to the Company Group Member with respect to which the withholding obligation arises an amount in cash sufficient to satisfy any remaining portion of the applicable Company Group Member's withholding obligation.

3.19 Non-U.S. Additional Terms. Notwithstanding the foregoing terms and conditions of this Award, Participant acknowledges that applicable law (including but not limited to rules or regulations governing securities, foreign ownership, foreign exchange, tax, labor or other matters of any jurisdiction in which Participant may be residing or working at the time of grant of or while holding this Award) may prevent or restrict the issuance of Shares under this Award, and neither the Company nor any Subsidiary or affiliate assumes any liability in relation to this Award or any Restricted Stock Units or Shares in such case. Participant also acknowledges that applicable law may subject Participant to additional procedural or regulatory requirements that Participant is and will be solely responsible for and must fulfill. For the avoidance of doubt, if any provision of the Grant Notice, this Agreement or the Foreign Appendix, if applicable, is not lawful in the jurisdiction in which Participant may be residing or working at the time of grant of or while holding this Award, then such provision will not apply to this Award, subject to Section 3.16.

3.20 Clawback. The RSUs, any Shares distributed in settlement of the RSUs, any proceeds from the sale of Shares distributed in settlement of the RSUs and any payments in respect of the Dividend Equivalents will be subject to the provisions of any clawback policy implemented by the Company, including, without limitation, any clawback policy adopted to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder or any other applicable law, whether or not such clawback policy was in place on the Grant Date. No recovery of compensation under such a clawback policy will be an event giving rise to a right to resign for "good reason" or "constructive termination" (or similar term) under any agreement with the Company.

\* \* \* \* \*

## **EXHIBIT B**

### **TO RESTRICTED STOCK UNIT AWARD GRANT NOTICE**

#### **SPECIAL PROVISIONS FOR RESTRICTED STOCK UNITS FOR PARTICIPANTS OUTSIDE THE U.S.**

This Exhibit B (this “**Appendix**”) includes special terms and conditions applicable to Participants in the countries below. These terms and conditions are in addition to those set forth in the Grant Notice, the Agreement and the Plan and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail.

This Appendix also includes information relating to exchange control and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information contained in this Appendix is based on exchange control, securities and other laws in effect as of a prior date. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the RSU vests or Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to the particular situation of Participant, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. If Participant is a citizen or resident of a country other than the one in which he or she is currently working, the information contained herein may not be applicable to Participant.

The Participant should be aware that the tax consequences in connection with the grant of the RSU, the vesting of the RSU and the disposal of the resulting Shares vary from country to country and are subject to change from time to time and understand that the Participant may suffer adverse tax consequences as a result of the RSU and the Participant's disposal of the Shares. By signing the Agreement the Participant acknowledges that he or she is not relying on the Company for tax advice and will seek his or her own tax advice as required.

#### **AUSTRALIA**

1. **Tax:** In accepting the RSU, Participant acknowledges that any taxable gain at the date of grant or cessation, as appropriate, may result in an income and Medicare tax charge arising. Participant acknowledges and confirms that Participant is responsible for reporting and paying all taxes to the local tax authorities and that this will be undertaken by Participant on a timely basis.
2. **Securities Law Information:** If Participant acquires Shares pursuant to the RSU and Participant offers the Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. Participant should obtain legal advice on disclosure obligations prior to making any such offer.
3. **Exchange Control Information:** Exchange control reporting is required for cash transactions exceeding AUD\$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, Participant will be required to file the report.

## CANADA

1. **Termination of Service:** For the purposes of this Agreement, Participant will be deemed to have experienced a Termination of Service as follows:

(a) if Participant is an employee, (i) on the date when Participant ceases to be an employee of Company or its Subsidiaries or affiliates for any reason, whether lawful or otherwise (including, without limitation, by reason of voluntary resignation, termination for cause, termination without cause/serious reason, death, disability, frustration or constructive dismissal), without regard to any pay in lieu of notice (whether by lump sum or salary continuance), benefits continuation, or other termination or severance payments or benefits which Participant may then receive or be entitled to receive, whether pursuant to contract, the common law, the *Civil Code of Quebec* or otherwise, or (ii) on such later date, if applicable, as may be required to satisfy the minimum requirements of applicable employment or labor standards legislation.

(b) if Participant is a consultant or contractor, on the date Participant ceases to be engaged by and perform services for the Company or its Subsidiaries or affiliates.

2. For the purposes of this Agreement, Participant will be deemed to have experienced a Termination of Service on (i) the date when Participant ceases to be an employee of or service provider to the Company or its Subsidiaries or affiliates for any reason, whether lawful or otherwise (including, without limitation, by reason of voluntary resignation, termination for cause, termination without cause/serious reason, death, disability, frustration or constructive dismissal), without regard to any pay in lieu of notice (whether by lump sum or salary continuance), benefits continuation, or other termination or severance payments or benefits which Participant may then receive or be entitled to receive, whether pursuant to contract, the common law, the Civil Code of Quebec or otherwise, or (ii) such later date, if applicable, as may be required to satisfy the minimum requirements of applicable employment or labor standards legislation.

3. **Special Provisions for Participants in Canada:**

- a. *French Language Provision.* The following provisions will apply if Participant is a resident of Quebec:

The Participant acknowledges that he/she was provided with this Agreement in English and French simultaneously. By completing and signing the English version, the Participant confirms his/her express wish to be bound only by the English version. *Le participant reconnaît que cette entente lui a été communiquée simultanément en anglais et en français. En remplissant et en signant la version anglaise. En complétant et signant la version anglaise, le participant confirme sa volonté expresse d'être lié uniquement par la version anglaise*

- b. The Company reserves the right to impose other requirements on this RSU and the Shares purchased upon vesting of this RSU, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

- c. In the event the Participant forfeits any RSUs or Dividend Equivalents under this Agreement, the Participant waives any claim to damages in respect thereof whether related or attributable to any contractual, common law or civil law termination entitlements or otherwise.
- d. All provisions in the Agreement shall be subject to the minimum requirements of applicable employment or labor standards legislation.

#### DENMARK

1. **Forfeiture, Termination and Cancellation upon Termination of Services:** Notwithstanding any contrary provision of this Agreement, upon the 30th day following Participant's Termination of Services for any or no reason Agreement (except if the Participant is a Good Leaver as provided in Section 2 below), the then-unvested RSUs subject to this Agreement will be automatically forfeited, terminated and cancelled as of such date without payment of any consideration by the Company, and Participant, or Participant's beneficiary or personal representative, as the case may be, shall have no further rights hereunder. Notwithstanding the foregoing and except as provided in Section 2 below, the Administrator may, in its sole discretion, terminate the then-unvested RSUs subject to this Agreement at any time during the period of time commencing upon Participant's Termination of Services and the 30th day following such Termination of Services and such RSUs shall be forfeited, terminated and cancelled as of such date without payment of any consideration by the Company. For the avoidance of doubt, except as otherwise provided by the Administrator, no RSUs shall vest following Participant's Termination of Services except as provided in Section 2 below.
2. **Danish Act on Exercise of Options or Subscription Rights for Shares etc. in Employment Relationship:** If the Participant is an Employee but not a managing director of a Danish Subsidiary of the Company, then this Agreement shall be subject to the provisions of the Danish Act on Exercise of Options or Subscription Rights for Shares etc. in Employment Relationship (the "Act"). For the avoidance of doubt, this Section 2 shall not apply if the Participant is not an Employee or not covered by the Act for any reason. Specifically:
  - (a) Termination of Service. Pursuant to the Act, in the event the Participant experiences a Termination of Services for any reason other than if the Participant is a Good Leaver (as defined below) prior to the vesting of all of the RSUs, any Shares that have not been settled will terminate automatically and be forfeited without further notice and at no cost to the Company. Pursuant to the Act, in the event the Participant experiences a Termination of Services and if the Participant is a Good Leaver prior to the vesting of all of the RSUs, the Participant retains the right to the Shares that have not been settled irrespective of vesting. Provided, further, the Participant retains the right, in proportion the Participant's employment period with the Company, to a pro-rata share of granted RSUs to which the Participant would have been entitled according to agreement or custom if the Participant had still been employed at the time of expiration of the financial year or at the time of such granting.
  - (b) Good Leaver. Pursuant to the Act, for purposes of this Agreement, the Participant, who is an Employee but not a managing director, is considered a "Good Leaver" in the following situations:

- (i) if the Participant's employer terminates the Participant's employment and such termination is not due to the Participant's being in breach of contract or due to the Participant having been summarily dismissed in a legitimate way;
  - (ii) if the Participant resigns because of reaching the age applicable to retirement or because the Participant will be entitled to state pension or retirement pension; or
  - (iii) if the Participant terminates the Participant's employment due to gross negligence on the part of the Danish employer company.
- (c) **Employer Statement.** The Participant and the Company acknowledge that the Participant is entitled to receive an "employer statement", as such term is used in the Act, including the following information, if applicable:
- (i) the time of grant of the right to subscribe for or purchase shares at a later date;
  - (ii) criteria or conditions for granting the right to subscribe for or purchase shares at a later date;
  - (iii) time of settlement or the rules for the determination thereof;
  - (iv) the price, if any, or the rules for fixing of the price at which the shares may be subscribed for or purchased at the time of settlement;
  - (v) the legal status of the Participant in connection with termination of employment; and
  - (vi) the financial aspects of participating in the Agreement.

The employer statement shall be provided in Danish. The employer statement shall be provided to the Participant, at the latest, within one month after the conclusion of the Agreement.

3. **Acknowledgment of Nature of Plan and RSUs:** In accepting this Agreement, the Participant acknowledges that, except as provided in Section 2 hereof, in the event of termination of the Participant's employment (whether or not in breach of local labor laws), the Participant's rights to vest the RSUs under the Plan, if any, will terminate effective as of the date that the Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of "garden leave" or similar period pursuant to applicable local laws); the Administrator shall have the exclusive discretion to determine when the Participant is no longer actively employed for purposes of Participant's RSUs.
4. **Exchange Control Information:** If the Participant establishes an account holding Shares or an account holding cash outside Denmark, the Participant must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. (These obligations are separate from and in addition to the obligations described in Section 5 below.)

5. **Securities/Tax Reporting Information:** If the Participant holds Shares acquired under the Plan in a brokerage account with a broker or bank outside Denmark, the Participant is required to inform the Danish Tax Administration about the account. For this purpose, the Participant must file a Form V (*Erklæring V*) with the Danish Tax Administration. The Form V must be signed both by the Participant and by the applicable broker or bank where the account is held. By signing the Form V, the broker or bank undertakes to forward information to the Danish Tax Administration concerning the shares in the account without further request each year. By signing the Form V, the Participant authorizes the Danish Tax Administration to examine the account.

In addition, if the Participant opens a brokerage account (or a deposit account with a U.S. bank) for the purpose of holding cash outside Denmark, the Participant is also required to inform the Danish Tax Administration about this account. To do so, the Participant must file a Form K (*Erklæring K*) with the Danish Tax Administration. The Form K must be signed both by the Participant and by the applicable broker or bank where the account is held. By signing the Form K, the broker/bank undertakes an obligation, without further request each year, to forward information to the Danish Tax Administration concerning the content of the account. By signing the Form K, the Participant authorizes the Danish Tax Administration to examine the account.

#### FRANCE

1. **Securities law:** This offer does not require a prospectus to be submitted for approval to the Autorité des Marchés Financiers (AMF). Participant may take part in the offer solely for his or her own account and any financial instruments thus acquired cannot be distributed directly or indirectly to the public otherwise than in accordance with Articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-3 of the Monetary and Financial Code and EU Regulation No. 2017/1129 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market. The information provided to Participant in this Agreement, the Plan or other documents supplied to Participant in connection with the offer to Participant of the RSU is provided as factual information only and as such is not intended to induce Participant to accept to enter into this Agreement. Any such information does not give or purport to give any indication of the likely future financial success or performance of the Company and historical financial information gives no indication of future financial performance. Should Participant be in any doubt as to the contents of the offer of this RSU or what course of action to take in relation to the offer, Participant is recommended to immediately seek his or her own personal financial advice from his or her stockbroker, bank manager, solicitor, accountant or other independent financial advisor duly authorized by the competent authorities or bodies.
2. **Exchange Control Information.** The Participant must declare to the customs and excise authorities any cash and securities the Participant imports or exports without the use of a financial institution when the value of such cash or securities exceeds a certain amount. The Participant should consult with the Participant's professional advisor. In addition, if the Participant is a French resident, the Participant may hold stock outside France provided the Participant declares all foreign bank and brokerage accounts on an annual basis (including the accounts that were open and those that were closed during the tax year) on a specific form in the Participant's income tax return.
3. **French Language Provision.** By signing and returning this Agreement, the Participant confirms having read and understood the documents relating to the Plan which were provided to the

Participant in English language. The Participant accepts the terms of those documents accordingly.

*En signant et renvoyant ce Contrat vous confirmez ainsi avoir lu et compris les documents relatifs au Plan qui vous ont été communiqués en langue anglaise. Vous en acceptez les termes en connaissance de cause.*

4. **Taxes.** The Participant accepts any liability for any (i) income tax (including any income withholding tax (prélèvement à la source)) and social security contributions (prélèvements sociaux) and (ii) the employee share of any employment-related taxes including any social security contributions and charges which may be payable by the Company Group with respect to any taxable event arising pursuant to this Agreement (including the grant or vesting of the RSUs or Dividend Equivalents or the acquisition or disposal of any Shares). The Participant shall pay to and indemnify the Company Group against, and make arrangements satisfactory to the Company Group regarding payment of taxes described in clauses (i) and (ii) above to the fullest extent permitted by applicable law and pursuant to Section 2.5 of this Agreement.

By accepting this Award of RSUs, the Participant expressly acknowledges and agrees that this Award can be considered for purposes of calculating any applicable taxes that are statutorily required to be withheld by the Company Group.

The Plan is not intended to qualify for any favorable tax and social security treatment in France, in particular not to qualify for the application of the tax and social security treatment applicable to shares granted for no consideration under Articles L. 225-197-1 to L. 225-197-5 of the French Commercial Code, Article 80 quaterdecies of the French Tax Code and Articles L. 242-1, L. 137-13 and L. 137-14 of the French Social Security Code, nor for the application of the tax and social security treatment applicable to stock-option under Articles L 225-177 à L 225-186-1 of the French Commercial Code, Article 80 bis of the French Tax Code and L. 242-1, L. 136-2, II, 6°, L. 136-5, II bis, L. 137-13 and L. 137-14 of the French Social Security Code, as amended. In no event whatsoever a claim or entitlement to compensation or damages by the Company Group shall arise in connection with the non-application of such tax and social security treatment.

5. **Tax reporting.** The Participant shall comply with tax reporting requirements as the result of the acquisition of Shares or cash derived from his participation in the Plan, in, to and/or from a brokerage/bank account or legal entity located outside of France. The Participant acknowledges that he is responsible for ensuring compliance with the applicable foreign asset/account and tax reporting requirements and should consult his personal tax, legal and/or financial advisors regarding the same.

#### GERMANY

1. **Definition of Employee.** The definition of Employee shall, for the avoidance of doubt, include the legal representatives of the German group members.
2. **Eligible Individuals, Holders or Persons.** The Company's discretion to award rights under the Plan to shall be exercised in compliance with German law, in particular with the labor law principle of equal treatment (*arbeitsrechtlicher Gleichbehandlungsgrundsatz*) and with the prohibition of discrimination (*Diskriminierungsverbot*).

3. **Administrator's Discretion.** The Administrator's discretion under the Plan, the Agreement, the Grant Notice and this Appendix, including their interpretation, shall always be exercised reasonably (*nach billigem Ermessen*) as defined under German law.
4. **Taxes.** For the avoidance of doubt, taxes always include German social security contributions, and in this regard, Participant's portion.
5. **Securities Law.** This offer does not require a securities prospectus (*Wertpapierprospekt*) to be submitted for approval to the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* or *BaFin*).
6. **Exchange Control Information.** Cross-border payments in excess of €12,500 must be reported monthly to the German Central Bank (*Deutsche Bundesbank*). If Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will file the report for Participant. In addition, Participant must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, Participant must report on an annual basis if Participant holds Shares that exceed 10% of the total voting capital of the Company.
7. **Data Protection / Personal Data Processing and Transfer.** This section supersedes Section 3.13 of the RSU. By acceptance of this RSU, the Participant acknowledges understanding of the collection, use, processing and transfer of personal data as described below and in accordance with the Company privacy policy:

Data Processing. The Company, directly or indirectly through a Company Group Member administering Participant's employment, holds, collects, uses and processes certain personal information, including the Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in the Participant's favor, for the purpose of managing and administering the Plan ("Personal Data").

Purpose, Legal Basis and Controller. The processing of Participant's Personal Data is necessary in order for Participant to participate in the Plan and for Company for the purpose of implementing, administering and managing the Plan and Participant's participation therein (on the basis of the performance of a contract (Art. 6(1)(b) GDPR)), to comply with legal obligations in the EU (on the basis of (Art. 6(1)(c) GDPR) and on the basis of legitimate interests, in particular to comply with non-EU legal obligations (Art. 6(1)(f) GDPR). As regards the processing of Participant's Personal Data in connection with the Plan and the RSU, Participant understands that the Company is the controller of his or her Personal Data.

Data Transfers. The Company or relevant Company Group Member will transfer Personal Data to third parties (as data processors) assisting the Company in the implementation, administration and management of the Plan, or other third party with whom the Participant may have elected to have payment made pursuant to the Plan. The Company Group Members may also make the Personal Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, or elsewhere, including in jurisdictions outside the European Economic Area where data protection laws may not be as protective as within. The Company's legal basis for the transfer of Participant's Personal Data

outside the European Economic Area is Participant's explicit consent and will be provided by Participant in the form as attached hereto.

Data Subject Rights. Participant understands that, subject to the conditions set out in the applicable law, Participant may have, without limitation, the rights to (i) inquire whether and what kind of Personal Data the Company holds about him or her and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data about him or her that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of his or her objection, do not prove to be compelling, or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of his or her Personal Data in certain situations where Participant feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of Participant's Personal Data that he or she has actively or passively provided to the Company (which does not include data derived or inferred from the collected data), where the processing of such Personal Data is based on consent or his or her employment and is carried out by automated means. In case of concerns, Participant understands that he or she may also have the right to lodge a complaint with the competent local data protection authority or contact the Company's data protection officer or Participant's local human resources representative with any questions or concerns regarding the processing of Participant's Personal Data.

Data Retention. Data will only be held in accordance with applicable laws and applicable statutory retention requirements and as long as necessary to implement, administer and manage the Participant's participation in the Plan and any subsequent claims or rights.

#### INDIA

1. **Foreign Assets Reporting Information:** Participant is required to declare foreign bank accounts and any foreign financial assets (including Shares arising out of the RSU held outside India) in his or her annual tax return. It is the Participant's responsibility to comply with this reporting obligation and Participant should consult with his or her personal tax advisor in this regard.
2. **Tax Reporting:** Upon the event of any income arising to the Participant out of the shares underlying the RSU and upon allotment of shares pursuant to vesting of the RSU, the Participant will be obligated to report such income in their annual tax return.
3. **Exchange Control Information:** If Participant remits funds out of India in connection with any Award under the Plan, it is Participant's responsibility to comply with applicable exchange control requirements of the Reserve Bank of India. Participant understands that Participant may be required to repatriate any proceeds from the sale of Shares acquired under the Plan or the receipt of any dividends to India and within a specified time period, in accordance with the applicable local exchange control requirements as on the date of receipt of such proceeds / dividends by the Participant. 90 days of receipt. Participant must obtain a foreign inward remittance certificate ("FIRC") from the bank where Participant deposits the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or Participant's employer requests proof of repatriation.

4. **Acknowledgment of Nature of Plan and RSU:** In accepting this Agreement, Participant acknowledges that in the event of termination of Participant's employment (whether or not in breach of local labor laws), Participant's rights to vest the RSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of "garden leave" or similar period pursuant to applicable local laws); the Administrator shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of Participant's RSUs.

#### ITALY

1. **Acknowledgement of nature of the Plan and RSUs:** By accepting the RSU grant, Participant acknowledges, understands and agrees that:
- (a) the RSUs (and the Shares subject to the RSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are extraordinary items that do not constitute compensation of any kind for services of any kind rendered by the Participant to their employer and are outside the scope of the Participant's employment contract;
  - (b) the RSUs (and the Shares subject to the RSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are not part of salary for any purposes, including, but not limited to, calculation of any termination and severance payments provided for by law and by contract;
  - (c) the RSUs (and the Shares subject to the RSUs), and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are not granted as consideration for, or in connection with, the services the Participant may provide as a director of a Subsidiary or Affiliate.
2. **English Language:** Participant confirms having read and understood the documents relating to the Plan and the Agreement which were provided to the Participant in English language. The Participant accepts the terms of those documents accordingly.
3. **Tax law:** The attribution of Shares to a Participant who is an employee made available by the Company or any Subsidiary is taxed as income from employment at the Participant's personal tax rate. The normal value of the Shares listed on a stock exchanges is determined on the basis of the arithmetic mean of the prices of the last month before the delivery of the Shares. The taxable event, with reference to the RSUs is the vesting of the Award.
4. **Withholding tax:** The Participant's employer in Italy must enact and pay withholding tax with reference to the income of employment within the 16th of the month following the date of delivery of Shares. To the extent that the withholding tax exceeds, totally or in part, the monthly cash payment paid to the Participant, the Participant must provide to their employer any shortfall.
5. **Securities law.** The Award of RSUs and of the Shares which are subject to the RSUs, may benefit from an exemption regarding the publication of a prospectus and from the accomplishment of the relevant regulatory filings under the Italian laws, provided that one or more of the following conditions are met:
- (i) The offering of Shares is addressed to a number of individuals fewer than 150; or

- (ii) The total consideration of each offer of the Shares in the European Union, calculated on a 12-month period, is lower than 8.000.000 Euro; or
  - (iii) The Shares are offered or assigned to directors, former directors, employees or former employees of the Italian subsidiary, provided that a document containing information on the number and type of shares, on reasons and details of the offer is made available to the addresses of the offer.
6. **Data privacy:** Personal data of the Participant will be processed, and transferred, pursuant to the Company associate privacy notice (referred to as the Privacy Policy).

#### NETHERLANDS

**Securities Law Notification:** Participant should be aware of Dutch insider-trading rules, which may impact the ability to sell Shares acquired under the Plan. In particular, Participant may be prohibited from effectuating certain transactions if Participant has insider information regarding the Company.

By accepting any RSUs granted hereunder and participating in the Plan, Participant acknowledges having read and understood this Securities Law Notification and further acknowledge that it is Participant's responsibility to comply with the following Dutch insider trading rules:

Under Article 5:56 of the Dutch Financial Supervision Act, anyone who has "inside information" related to the issuing company is prohibited from effectuating a transaction in securities in or from the Netherlands. "Inside information" is defined as knowledge of specific information concerning the issuing company to which the securities relate or the trade in securities issued by such company, which has not been made public, and which, if published, would reasonably be expected to affect the stock price, regardless of the development of the price. The insider could be any employee of an Affiliate in the Netherlands who has inside information as described herein.

Given the broad scope of the definition of inside information, certain employees of the Company working at an affiliate in the Netherlands (including persons eligible to participate in the Plan) may have inside information and, thus, would be prohibited from effectuating a transaction in securities in the Netherlands at a time when in possession of such inside information.

#### SINGAPORE

1. **Securities Law Information.** The Award of the RSU is being made in reliance of section 273(1)(i) of the Securities and Futures Act 2001 of Singapore ("SFA") for which it is exempt from the prospectus and registration requirements under the SFA.
2. **Director/CEO Notification Obligation.** If Participant is a director or chief executive officer (as applicable) of a company incorporated in Singapore which is related to the Company ("Singapore Company"), Participant is subject to certain disclosure / notification requirements under the Companies Act 1967 of Singapore. Among these requirements is an obligation to notify the Singapore Company in writing when Participant acquires an interest (such as shares, debentures, participatory interests, rights, options and contracts) in the Company (e.g., the RSU, the Shares or any other Award). In addition, Participant must notify the Singapore Company when Participant

disposes of such interest in the Company (including when Participant sells Shares issued upon vesting and maturity of the RSU). These notifications must be made within two business days of acquiring or disposing of any such interest in the Company. In addition, a notification of Participant's interests in the Company must be made within two business days of becoming a director or chief executive officer (as applicable). The same information must also be lodged with the registrar of companies in Singapore, namely the Accounting and Corporate Regulatory Authority, within two business days after any updates to the Singapore Company's register of registrable controllers.

3. **Taxation Information.** In the event that Participant should be granted an Award of the RSU in connection with Participant's employment in Singapore, any gains or profits enjoyed by Participant arising from the vesting of such RSU will be taxable in Singapore as part of Participant's employment remuneration regardless of when the RSU vests or where Participant is at the time the RSU vests. Participant may, however, be eligible to enjoy deferment of such taxes under incentive schemes operated by the Inland Revenue Authority of Singapore if the qualifying criteria relating thereto are met. Participant is advised to seek professional tax advice as to Participant's tax liabilities including, to the extent Participant is a foreigner, how such gains or profits aforesaid will be taxed at the time Participant ceases to work in Singapore.

All taxes (including income tax) arising from the award of any RSU or the vesting of any RSU thereon shall be borne by Participant.

Where Participant is a non-citizen of Singapore and about to leave employment with the Employer (as defined below), the Employer may be required under the Income Tax Act 1947 of Singapore to deduct or withhold taxes arising from the vesting of the RSU from Participant's emoluments. An amount equal to the tax amount required to be deducted or withheld will have to be so deducted or withheld by the Employer and paid to the Singapore tax authorities. Emoluments include income from gains or profits from any employment, which includes any wages, salary, leave pay, fee, commission, bonus, gratuity, perquisite or allowance (other than certain types of allowance) paid or granted in respect of the employment whether in money or otherwise, and any gains or profits, directly or indirectly, derived by any person from a right or benefit to acquire shares in any company where such right or benefit is obtained by reason of any office or employment held by him or her. "Employer" shall mean the Company, a Singapore subsidiary of the Company, other affiliated company or any other person paying such emoluments, whether on his or her account or on behalf of another person.]

#### SPAIN

1. **Grant Notice:** The following paragraphs are inserted immediately after the first paragraph of the Grant Notice:

No Entitlement for Claims or Compensation. The vesting of the RSU is expressly conditional upon Participant's continued and active rendering of services, such that the Participant's Termination of Service for any reason whatsoever may result in the RSU ceasing to vest immediately, in whole or in part, effective on the date of Participant's Termination of Service (unless otherwise specifically provided in the Agreement). This will be the case, for example, even if (1) Participant is considered to be unfairly dismissed without good cause; (2) Participant is dismissed for disciplinary or objective reasons or due to a collective dismissal; (3) the Termination of Service is due to a change

of work location, duties or any other employment or contractual condition; (4) Participant experiences a Termination of Service due to a unilateral breach of contract by the Company or a Subsidiary; or (5) Participant experiences a Termination of Service for any other reason whatsoever. Consequently, upon Participant's Termination of Service for any of the above reasons, Participant may automatically lose any rights to the Shares subject to the RSU that were not vested on the date of Participant's Termination of Service, as described in the Plan and the Agreement.

2. **Exchange Control Information:** Participant must declare the acquisition, ownership and sale of Shares to the *Dirección General de Política Comercial e Inversiones Exteriores* ("DGPCIE") of the *Ministerio de Economía* for statistical purposes. Participant must also declare the ownership of any Shares with the Directorate of Foreign Transactions each January while the Shares are owned. If Participant acquires the Shares through the use of a Spanish financial institution, that institution will automatically make the declaration to the DGPCIE for Participant; otherwise, Participant will be required make the declaration by filing the appropriate form with the DGPCIE. Generally, the declaration must be made in January for Shares acquired or sold during (or owned as of December 31 of) the prior year; however, if the value of Shares acquired or sold exceeds €1,502,530 (or Participant holds 10% or more of the shares capital of the Company or such other amount that would entitle Participant to join the Company's board of directors), the declaration must be filed within one month of the acquisition or sale, as applicable. In addition, if Participant wishes to import the share certificates into Spain, Participant must declare the importation of such securities to the DGPCIE.

When receiving foreign currency payments exceeding €50,000 derived from the ownership of Shares (e.g., dividends or sale proceeds), Participant must inform the financial institution receiving the payment of the basis upon which such payment is made. Upon prior request, Participant will need to provide the institution with the following information; Participant's name; address; and fiscal identification number; the name and corporate domicile of the Company; the amount of payment; the currency used; the country of origin; the reasons for the payment; and required information.

Further, to the extent that Participant holds assets (e.g., the RSU) outside of Spain with a value in excess of €20,000 (on a per-asset basis) as of December 31 each year, Participant will be required to report information on such rights and assets on Participant's tax return for such year.

Participant is solely responsible for complying with any exchange control or other reporting requirement that may apply to Participant as a result of participation in the Plan, the acquisition and/or sale of the Shares and/or the transfer of funds in connection with the RSU. Participant should consult Participant's legal advisor to confirm the current reporting requirements when Participant acquires Shares, sells Shares and/or transfers any funds related to the Plan to Spain.

3. **Securities Law Information:** The RSU described in the Agreement does not qualify under Spanish regulations as securities. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including the Appendix) has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and it does not constitute a public offering prospectus.

UAE

1. **Securities Law Information.** Participation in the Plan is being offered only to selected Participants and is in the nature of providing equity incentives to Participants in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such Participants and must not be delivered to, or relied on by, any other person. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If the Participant does not understand the contents of the Plan and the Agreement, the Participant should consult an authorized financial adviser. The Emirates Securities and Commodities Authority has no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

**COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION  
2023 INCENTIVE AWARD PLAN**

**PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD GRANT NOTICE**

Cognizant Technology Solutions Corporation, a Delaware corporation (the "Company"), pursuant to its 2023 Incentive Award Plan, as amended from time to time (the "Plan"), hereby grants to the holder listed below ("Participant") an Award of performance-based restricted stock units (the "PSUs") subject to the achievement of Performance Milestones and continued service through the date on which the PSUs are settled, which shall occur no later than March 15<sup>th</sup> of the year next-following the year in which the Performance Period ends. The PSUs are subject to the terms and conditions set forth in this Performance-Based Restricted Stock Unit Award Grant Notice (this "Grant Notice"), the Performance-Based Restricted Stock Unit Award Agreement attached hereto as Exhibit A (the "Agreement"), the Plan and the special provisions for Participant's country of residence, if any, attached hereto as Exhibit B (the "Foreign Appendix"), each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Grant Notice, the Agreement and the Foreign Appendix.

**Participant:**

**Grant Date:**

**Target Number of PSUs:**

**Type of Shares Issuable:**

**Vesting Schedule:**

**Performance Period:**

**Defined Terms**

**Performance Milestones**

**Performance-Vesting Procedures:**

To accept the Award of PSUs, Participant shall log into Participant's online brokerage account established at the Company-designated brokerage firm for Participant's Awards under the Plan and follow the procedure set forth on the brokerage firm's website to accept the terms of this Award. In addition, Participant shall cause his or her spouse, civil union partner or registered domestic partner, if any, to execute the spousal consent on such website. Currently, the Company-designated brokerage firm is **E\*TRADE** and the applicable website is [www.etrade.com](http://www.etrade.com).

If Participant fails to follow the procedure set forth in the preceding paragraph, and does not notify the Company within 30 days following the Grant Date that Participant does not wish to accept the Award of PSUs, then Participant will be deemed to have accepted the Award of PSUs, and agreed to be bound by the terms of the Plan, this Grant Notice, the Agreement and the Foreign Appendix.

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By Participant's acceptance of this Award of PSUs, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement, this Grant Notice and the Foreign Appendix. Participant has reviewed the Agreement, the Plan, this Grant Notice and the Foreign Appendix in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Grant Notice and fully understands all provisions of this Grant Notice, the Agreement, the Foreign Appendix and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice, the Agreement or the Foreign Appendix.

**COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION**

By:

Print Name:

Title:

**EXHIBIT A**

**TO PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD GRANT NOTICE**

**PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT**

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant the number of PSUs set forth in the Grant Notice.

**ARTICLE I.**

**GENERAL**

1.1 Incorporation of Terms of Plan, Grant Notice and the Foreign Appendix. The PSUs are subject to the terms and conditions set forth in this Agreement, the Grant Notice, the Plan and the Foreign Appendix, if applicable, each of which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

**ARTICLE II.**

**AWARD OF PERFORMANCE-BASED RESTRICTED STOCK UNITS AND DIVIDEND EQUIVALENTS**

2.1 Award of PSUs and Dividend Equivalents

(a) In consideration of Participant's past and/or continued employment with or service to any member of the Company and its Subsidiaries (the "Company Group") (each such member, a "Company Group Member") and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the "Grant Date"), the Company has granted to Participant the Target Number of PSUs set forth in the Grant Notice, upon the terms and conditions set forth in the Grant Notice, the Plan, this Agreement and the Foreign Appendix, if applicable, subject to adjustment as provided in Section 12.2 of the Plan. Each PSU represents the right to receive one Share. However, unless and until the PSUs have vested, Participant will have no right to the payment of any Shares subject thereto. Prior to the actual delivery of any Shares, the PSUs will represent an unsecured obligation of the Company, payable only from the general assets of the Company.

(b) The Company hereby grants to Participant an Award of Dividend Equivalents with respect to each PSU granted pursuant to the Grant Notice for all ordinary and extraordinary cash dividends that are paid to all or substantially all holders of the outstanding Shares with a record date that occurs between the Grant Date and the date when the Share underlying the applicable PSU is distributed to Participant or is forfeited or expires. The Dividend Equivalents for each PSU shall have a value equal to the amount of cash that is paid as a dividend on one Share. The Dividend Equivalents shall be credited to a book account for Participant in the form of cash unless the Administrator determines to cause the Dividend Equivalents to be reinvested in additional PSUs as of the date of payment of any such dividend based on the Fair Market Value of a Share on such date. The Dividend Equivalents and any amounts that may become payable in respect thereof shall be treated separately from the PSUs and the rights arising in connection therewith for purposes of Section 409A.

## 2.2 Vesting of PSUs and Dividend Equivalents

(a) Subject to Participant's continued employment with or service to a Company Group Member through the date on which the PSUs are settled pursuant to Section 2.3(a) and subject to Section 3.8 and Section 3.15, the PSUs shall vest in such amounts and at such times as are set forth in the Grant Notice. Any Dividend Equivalents provided pursuant to Section 2.1(b) hereof shall vest whenever the underlying PSU to which such Dividend Equivalents relate vests.

(b) Unless otherwise determined by the Administrator or as set forth in a written agreement between Participant and the Company, (i) any PSUs and Dividend Equivalents that do not performance-vest pursuant to the Performance-Vesting Schedule set forth in the Grant Notice shall be forfeited as of the date it is determined that such PSUs and Dividend Equivalents will not performance-vest and shall not thereafter become vested and (ii) any PSUs and Dividend Equivalents that have not become vested on or prior to the date of Participant's Termination of Service (including, without limitation, pursuant to any employment or similar agreement by and between Participant and the Company) shall be forfeited on the date of Participant's Termination of Service and shall not thereafter become vested.

(c) Notwithstanding the foregoing or anything herein to the contrary, if Participant is eligible to participate in the Cognizant Technology Solutions Corporation Retirement, Death and Disability Policy (as may be amended from time to time, the "Retirement Policy") and Participant terminates employment due to a Qualifying Retirement or Qualifying Termination (each as defined in the Retirement Policy), all then-outstanding the PSUs shall, subject to the terms and conditions set forth in the Retirement Policy, remain outstanding following Participant's Qualifying Retirement or Qualifying Termination and eligible to vest and be paid in accordance with the Grant Notice and Section 2.3 below.

## 2.3 Distribution or Payment of PSUs and Dividend Equivalents

(a) Participant's PSUs (including any Dividend Equivalents reinvested in PSUs) shall be distributed in Shares (either in book-entry form or otherwise) and any Dividend Equivalents credited in the form of cash shall be distributed in cash, in each case as soon as administratively practicable following the vesting of the applicable PSU and Dividend Equivalent pursuant to Section 2.2, but in no event later than March 15<sup>th</sup> of the year next-following the year in which the Performance Period ends (for the avoidance of doubt, this deadline is intended to comply with the "short-term deferral" exemption from Section 409A). Notwithstanding the foregoing, the Company may delay a distribution or payment in settlement of PSUs and Dividend Equivalents if it reasonably determines that such payment or distribution will violate Federal securities laws or any other Applicable Law, *provided* that such distribution or payment shall be made at the earliest date at which the Company reasonably determines that the making of such distribution or payment will not cause such violation, as required by Proposed Treasury Regulation Section 1.409A-1(b)(4)(ii), and *provided further* that no payment or distribution shall be delayed under this Section 2.3(a) if such delay will result in a violation of Section 409A.

(b) All distributions of Shares shall be made by the Company in the form of whole Shares, and to the extent that the total number of Shares to be issued in connection with any distribution would otherwise result in a fractional Share, such total number of Shares shall be rounded down to the next whole Share.

2.4 Conditions to Issuance of Certificates. The Company shall not be required to issue or deliver any certificate or certificates for any Shares or to cause any Shares to be held in book-entry form prior to the fulfillment of all of the following conditions: (a) the admission of the Shares to listing on all stock exchanges on which such Shares are then listed, (b) the completion of any registration or other qualification of the Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or other governmental regulatory body, that the Administrator shall, in its absolute discretion, deem necessary or advisable, and (c) the obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable.

2.5 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) The Company Group has the authority to deduct or withhold, or require Participant to remit to the applicable Company Group Member, an amount sufficient to satisfy any applicable federal, state, local and foreign taxes required by Applicable Law to be withheld with respect to any taxable event arising pursuant to this Agreement. The Company Group may withhold or Participant may make such payment in one or more of the forms specified below:

- (i) by cash or check made payable to the Company Group Member with respect to which the withholding obligation arises;
- (ii) by the deduction of such amount from any cash payments payable pursuant to the Dividend Equivalents or any other compensation payable to Participant;
- (iii) with respect to any withholding taxes arising in connection with the distribution of the PSUs, until such time as the Company provides Participant with written or electronic notice that such method of withholding taxes is not permitted, by withholding a net number of Shares otherwise issuable pursuant to the PSUs having a fair market value (as determined by the Company in accordance with applicable law) not exceeding the amount necessary to satisfy the withholding obligation of the Company Group based on the maximum statutory withholding rates in Participant's applicable jurisdictions for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income;
- (iv) with respect to any withholding taxes arising in connection with the distribution of the PSUs, with the consent of the Administrator, by tendering to the Company vested Shares held for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences and having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company Group based on the maximum statutory withholding rates in Participant's applicable jurisdictions for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income;
- (v) with respect to any withholding taxes arising in connection with the distribution of the PSUs, through the delivery of a notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to Shares then issuable to Participant pursuant to the PSUs, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company Group Member with respect to which the withholding obligation arises in satisfaction of

such withholding taxes; *provided* that payment of such proceeds is then made to the applicable Company Group Member at such time as may be required by the Administrator, but in any event not later than the settlement of such sale; or

(vi) in any combination of the foregoing.

(b) With respect to any withholding taxes arising in connection with the PSUs or the Dividend Equivalents, in the event Participant fails to provide timely payment of all sums required pursuant to Section 2.5(a), the Company shall have the right and option, but not the obligation, to treat such failure as an election by Participant to satisfy all or any portion of Participant's required payment obligation pursuant to Section 2.5(a)(ii) or Section 2.5(a)(iii) above, or any combination of the foregoing as the Company may determine to be appropriate. The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the PSUs to, or to cause any such Shares to be held in book-entry form by, Participant or his or her legal representative, or to pay to Participant any cash with respect to any Dividend Equivalents, unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes applicable with respect to the taxable income of Participant resulting from the vesting or settlement of the PSUs, the payment of any cash with respect to the Dividend Equivalents or any other taxable event related to the PSUs or the Dividend Equivalents.

(c) In the event any tax withholding obligation arising in connection with the PSUs will be satisfied under Section 2.5(a)(iii), then the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of Shares from those Shares then issuable to Participant pursuant to the PSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the tax withholding obligation and to remit the proceeds of such sale to the Company Group Member with respect to which the withholding obligation arises. Participant's acceptance of this Award constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 2.5(c), including the transactions described in the previous sentence, as applicable. The Company may refuse to issue any Shares in settlement of the PSUs to Participant until the foregoing tax withholding obligations are satisfied, *provided* that no payment shall be delayed under this Section 2.5(c) if such delay will result in a violation of Section 409A.

(d) Participant is ultimately liable and responsible for, and, to the extent permitted by Applicable Law, agrees to indemnify and keep indemnified the Company Group from, all taxes and social security or national insurance contributions owed in connection with the PSUs and any Dividend Equivalents (including the grant or vesting of the PSUs or Dividend Equivalents or the acquisition or disposal of any Shares), regardless of any action any Company Group Member takes with respect to any tax withholding obligations that arise in connection with the PSUs or the Dividend Equivalents. Participant shall pay any taxes or other amounts that are required by the laws of a jurisdiction in which Participant is subject to taxation to be paid by the Company Group with respect to the grant, vesting or settlement of the PSUs or Dividend Equivalents or the issuance of Shares or cash thereunder, to the extent those taxes or other amounts are permitted to be passed through to the Participant under Applicable Law. No Company Group Member makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the PSUs or Dividend Equivalents or

the subsequent sale of Shares. The Company Group does not commit and is under no obligation to structure the PSUs or Dividend Equivalents to reduce or eliminate Participant's tax liability.

2.6 Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars and delivered to Participant (including through electronic delivery to a brokerage account). Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares.

### ARTICLE III.

#### OTHER PROVISIONS

3.1 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice, this Agreement and the Foreign Appendix, as applicable, as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice, this Agreement or the Foreign Appendix, as applicable.

3.2 PSUs and Dividend Equivalents Not Transferable. The PSUs and the Dividend Equivalents may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, unless and until the Shares underlying the PSUs have been issued, and all restrictions applicable to such Shares have lapsed. The PSUs may not be hedged, including (without limitation) any short sale or any acquisition or disposition of any put or call option or other instrument tied to the value of the PSUs or the underlying Shares. None of the PSUs, the Dividend Equivalents or any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence. Notwithstanding the foregoing, with the consent of the Administrator, the PSUs and the Dividend Equivalents may be transferred to Permitted Transferees pursuant to any conditions and procedures the Administrator may require; *provided* that the PSUs and the Dividend Equivalents may not be transferred for value or consideration. Participant may direct the Company to record the ownership of any Shares underlying the PSUs that vest and become issuable hereunder in the name of a revocable living trust established for the exclusive benefit of Participant or Participant and his or her spouse. Participant may make such a beneficiary designation or ownership directive at any time by filing the appropriate form with the Administrator.

3.3 Adjustments. The Administrator may accelerate the vesting of all or a portion of the PSUs or Dividend Equivalents in such circumstances as it, in its sole discretion, may determine. Participant acknowledges that the PSUs and the Shares subject to the PSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 12.2 of the Plan.

3.4 Notices. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be delivered electronically through the procedure set forth on the website maintained by the Company-designated brokerage firm for Awards under the Plan or in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Participant shall be delivered electronically or in writing addressed to Participant at the most recent address on file with the Company for Participant. All notices shall be deemed effective upon personal or electronic delivery or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

3.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.6 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.7 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice, this Agreement and the Foreign Appendix, as applicable, are intended to conform to the extent necessary with all Applicable Laws, including, without limitation, the provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the PSUs and Dividend Equivalents are granted and may be settled, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, shall be deemed amended to the extent necessary to conform to Applicable Law.

3.8 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided* that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the PSUs or the Dividend Equivalents in any material way without the prior written consent of Participant.

3.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 3.2 and the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

3.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the PSUs, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 under the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an employee or other service provider of any Company Group Member or shall interfere with or restrict in any way the rights of the Company Group, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between a Company Group Member and Participant.

3.12 Acknowledgment of Nature of Plan and PSUs. In accepting the PSUs, Participant acknowledges that:

(a) the Award of the PSUs (and the Shares subject to the PSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) the Company is making under the Plan is unilateral and discretionary and will not give rise to any future obligation on the Company to make further Awards under the Plan to the Participant;

(b) for labor law purposes, subject to Applicable Law, the PSUs (and the Shares subject to the PSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for any Company Group Member or any affiliate thereof;

(c) Participant is voluntarily participating in the Plan;

(d) the PSUs (and the Shares subject to the PSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are not intended to replace any pension rights or compensation;

(e) none of the PSUs, the Dividend Equivalents or any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with any Company Group Member or any affiliate thereof, and any modification of the Plan or this Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment;

(f) the future value of the underlying Shares is unknown and cannot be predicted with certainty. If the PSUs vest and Participant obtains Shares, the value of the Shares acquired may increase or decrease in value; and

(g) in consideration of the grant of the PSUs hereunder, no claim or entitlement to compensation or damages arises from termination of the PSUs, and no claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs resulting from termination of Participant's employment by any Company Group Member or any affiliate thereof (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases each Company Group Member from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim.

3.13 Consent to Personal Data Processing and Transfer. By acceptance of the PSUs, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company Group holds certain personal information, including Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in Participant's favor, for the purpose of managing and administering the Plan ("Data"). Participant is aware that providing the Company with Participant's Data is necessary for the performance of this Agreement and that Participant's refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect Participant's ability to participate in the Plan. The Company Group will transfer Data to third parties in the course of its or their business, including for the purpose of assisting the Company in the implementation, administration and management of the Plan. However, from time to time and without notice, the Company Group may retain additional or different third parties for any of the purposes mentioned. The Company Group may also make Data available to public authorities where required under Applicable Law. Such recipients may be located in the jurisdiction which Participant is based or elsewhere in the world, which Participant separately and expressly consents to, accepting that outside the jurisdiction which Participant is based, data protection laws may not be as protective as within. Participant hereby authorizes the Company Group and all such third parties to receive, possess, use, retain, process and transfer Data, in electronic or other form, in the course of the Company Group's business, including for the purposes of implementing, administering and managing participation in the Plan, and including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of Participant to a third party to whom Participant may have elected to have payment made pursuant to the Plan. Participant understands that he or she may request a list with the names and addresses of any potential recipients of Data by contacting Participant's local human resources representative. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local human resources representative; however, withdrawing the consent may affect Participant's ability to participate in the Plan and receive the benefits intended by these PSUs. Data will only be held as long as necessary to implement, administer and manage Participant's participation in the Plan and any subsequent claims or rights.

3.14 Entire Agreement. The Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

3.15 Section 409A. This Award is not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A. However, notwithstanding any other provision of the Plan, the Grant Notice, this Agreement or the Foreign Appendix if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice, this Agreement or the Foreign Appendix, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

3.16 Agreement Severable. In the event that any provision of the Grant Notice, this Agreement or the Foreign Appendix, if applicable, is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice, this Agreement or the Foreign Appendix.

3.17 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the PSUs and Dividend Equivalents.

3.18 Broker-Assisted Sales. In the event of any broker-assisted sale of Shares in connection with the payment of withholding taxes as provided in Section 2.5(a)(v) or Section 2.5(c): (a) any Shares to be sold through a broker-assisted sale will be sold on the day the tax withholding obligation arises or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (c) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the proceeds of such sale exceed the applicable tax withholding obligation, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (e) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable tax withholding obligation; and (f) in the event the proceeds of such sale are insufficient to satisfy the applicable tax withholding obligation, Participant agrees to pay immediately upon demand to the Company Group Member with respect to which the withholding obligation arises an amount in cash sufficient to satisfy any remaining portion of the applicable Company Group Member's withholding obligation.

3.19 Non-U.S. Additional Terms. Notwithstanding the foregoing terms and conditions of this Award, Participant acknowledges that applicable law (including but not limited to rules or regulations

governing securities, foreign ownership, foreign exchange, tax, labor or other matters of any jurisdiction in which Participant may be residing or working at the time of grant of or while holding this Award) may prevent or restrict the issuance of Shares under this Award, and neither the Company nor any Subsidiary or affiliate assumes any liability in relation to this Award or any Restricted Stock Units or Shares in such case. Participant also acknowledges that applicable law may subject Participant to additional procedural or regulatory requirements that Participant is and will be solely responsible for and must fulfill. For the avoidance of doubt, if any provision of the Grant Notice, this Agreement or the Foreign Appendix, if applicable, is not lawful in the jurisdiction in which Participant may be residing or working at the time of grant of or while holding this Award, then such provision will not apply to this Award, subject to Section 3.16.

3.20 Clawback. The PSUs, any Shares distributed in settlement of the PSUs, any proceeds from the sale of Shares distributed in settlement of the PSUs and any payments in respect of the Dividend Equivalents will be subject to the provisions of any clawback policy implemented by the Company, including, without limitation, any clawback policy adopted to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder or any other applicable law, whether or not such clawback policy was in place on the Grant Date. No recovery of compensation under such a clawback policy will be an event giving rise to a right to resign for "good reason" or "constructive termination" (or similar term) under any agreement with the Company.

\* \* \* \* \*

## **EXHIBIT B**

### **TO PERFORMANCE BASED RESTRICTED STOCK UNIT AWARD GRANT NOTICE**

#### **SPECIAL PROVISIONS FOR PERFORMANCE BASED RESTRICTED STOCK UNITS FOR PARTICIPANTS OUTSIDE THE U.S.**

This Exhibit B (this "**Appendix**") includes special terms and conditions applicable to Participants in the countries below. These terms and conditions are in addition to those set forth in the Grant Notice, the Agreement and the Plan and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail.

This Appendix also includes information relating to exchange control and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information contained in this Appendix is based on exchange control, securities and other laws in effect as of a prior date. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the PSU vests or Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to the particular situation of Participant, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. If Participant is a citizen or resident of a country other than the one in which he or she is currently working, the information contained herein may not be applicable to Participant.

The Participant should be aware that the tax consequences in connection with the grant of the PSU, the vesting of the PSU and the disposal of the resulting Shares vary from country to country and are subject to change from time to time and understand that the Participant may suffer adverse tax consequences as a result of the PSU and the Participant's disposal of the Shares. By signing the Agreement the Participant acknowledges that he or she is not relying on the Company for tax advice and will seek his or her own tax advice as required.

#### **AUSTRALIA**

1. **Tax:** In accepting the PSU, Participant acknowledges that any taxable gain at the date of grant or cessation, as appropriate, may result in an income and Medicare tax charge arising. Participant acknowledges and confirms that Participant is responsible for reporting and paying all taxes to the local tax authorities and that this will be undertaken by Participant on a timely basis.
2. **Securities Law Information:** If Participant acquires Shares pursuant to the PSU and Participant offers the Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. Participant should obtain legal advice on disclosure obligations prior to making any such offer.
3. **Exchange Control Information:** Exchange control reporting is required for cash transactions exceeding AUD\$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, Participant will be required to file the report.

## CANADA

1. **Termination of Service:** For the purposes of this Agreement, Participant will be deemed to have experienced a Termination of Service as follows:

(a) if Participant is an employee, (i) on the date when Participant ceases to be an employee of Company or its Subsidiaries or affiliates for any reason, whether lawful or otherwise (including, without limitation, by reason of voluntary resignation, termination for cause, termination without cause/serious reason, death, disability, frustration or constructive dismissal), without regard to any pay in lieu of notice (whether by lump sum or salary continuance), benefits continuation, or other termination or severance payments or benefits which Participant may then receive or be entitled to receive, whether pursuant to contract, the common law, the *Civil Code of Quebec* or otherwise, or (ii) on such later date, if applicable, as may be required to satisfy the minimum requirements of applicable employment or labor standards legislation.

(b) if Participant is a consultant or contractor, on the date Participant ceases to be engaged by and perform services for the Company or its Subsidiaries or affiliates.

2. For the purposes of this Agreement, Participant will be deemed to have experienced a Termination of Service on (i) the date when Participant ceases to be an employee of or service provider to the Company or its Subsidiaries or affiliates for any reason, whether lawful or otherwise (including, without limitation, by reason of voluntary resignation, termination for cause, termination without cause/serious reason, death, disability, frustration or constructive dismissal), without regard to any pay in lieu of notice (whether by lump sum or salary continuance), benefits continuation, or other termination or severance payments or benefits which Participant may then receive or be entitled to receive, whether pursuant to contract, the common law, the Civil Code of Quebec or otherwise, or (ii) such later date, if applicable, as may be required to satisfy the minimum requirements of applicable employment or labor standards legislation.

3. **Special Provisions for Participants in Canada:**

- a. *French Language Provision.* The following provisions will apply if Participant is a resident of Quebec:

The Participant acknowledges that he/she was provided with this Agreement in English and French simultaneously. By completing and signing the English version, the Participant confirms his/her express wish to be bound only by the English version. *Le participant reconnaît que cette entente lui a été communiquée simultanément en anglais et en français. En remplissant et en signant la version anglaise. En complétant et signant la version anglaise, le participant confirme sa volonté expresse d'être lié uniquement par la version anglaise*

- b. The Company reserves the right to impose other requirements on this PSU and the Shares purchased upon vesting of this PSU, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

- c. In the event the Participant forfeits any PSUs or Dividend Equivalents under this Agreement, the Participant waives any claim to damages in respect thereof whether related or attributable to any contractual, common law or civil law termination entitlements or otherwise.
- d. All provisions in the Agreement shall be subject to the minimum requirements of applicable employment or labor standards legislation.

#### DENMARK

1. **Forfeiture, Termination and Cancellation upon Termination of Services:** Notwithstanding any contrary provision of this Agreement, upon the 30th day following Participant's Termination of Services for any or no reason Agreement (except if the Participant is a Good Leaver as provided in Section 2 below), the then-unvested PSUs subject to this Agreement will be automatically forfeited, terminated and cancelled as of such date without payment of any consideration by the Company, and Participant, or Participant's beneficiary or personal representative, as the case may be, shall have no further rights hereunder. Notwithstanding the foregoing and except as provided in Section 2 below, the Administrator may, in its sole discretion, terminate the then-unvested PSUs subject to this Agreement at any time during the period of time commencing upon Participant's Termination of Services and the 30th day following such Termination of Services and such PSUs shall be forfeited, terminated and cancelled as of such date without payment of any consideration by the Company. For the avoidance of doubt, except as otherwise provided by the Administrator, no PSUs shall vest following Participant's Termination of Services except as provided in Section 2 below.
2. **Danish Act on Exercise of Options or Subscription Rights for Shares etc. in Employment Relationship:** If the Participant is an Employee but not a managing director of a Danish Subsidiary of the Company, then this Agreement shall be subject to the provisions of the Danish Act on Exercise of Options or Subscription Rights for Shares etc. in Employment Relationship (the "Act"). For the avoidance of doubt, this Section 2 shall not apply if the Participant is not an Employee or not covered by the Act for any reason. Specifically:
  - (a) Termination of Service. Pursuant to the Act, in the event the Participant experiences a Termination of Services for any reason other than if the Participant is a Good Leaver (as defined below) prior to the vesting of all of the PSUs, any Shares that have not been settled will terminate automatically and be forfeited without further notice and at no cost to the Company. Pursuant to the Act, in the event the Participant experiences a Termination of Services and if the Participant is a Good Leaver prior to the vesting of all of the PSUs, the Participant retains the right to the Shares that have not been settled irrespective of vesting. Provided, further, the Participant retains the right, in proportion the Participant's employment period with the Company, to a pro-rata share of granted PSUs to which the Participant would have been entitled according to agreement or custom if the Participant had still been employed at the time of expiration of the financial year or at the time of such granting.
  - (b) Good Leaver. Pursuant to the Act, for purposes of this Agreement, the Participant, who is an Employee but not a managing director, is considered a "Good Leaver" in the following situations:

- (i) if the Participant's employer terminates the Participant's employment and such termination is not due to the Participant's being in breach of contract or due to the Participant having been summarily dismissed in a legitimate way;
  - (ii) if the Participant resigns because of reaching the age applicable to retirement or because the Participant will be entitled to state pension or retirement pension; or
  - (iii) if the Participant terminates the Participant's employment due to gross negligence on the part of the Danish employer company.
- (c) **Employer Statement.** The Participant and the Company acknowledge that the Participant is entitled to receive an "employer statement", as such term is used in the Act, including the following information, if applicable:
- (i) the time of grant of the right to subscribe for or purchase shares at a later date;
  - (ii) criteria or conditions for granting the right to subscribe for or purchase shares at a later date;
  - (iii) time of settlement or the rules for the determination thereof;
  - (iv) the price, if any, or the rules for fixing of the price at which the shares may be subscribed for or purchased at the time of settlement;
  - (v) the legal status of the Participant in connection with termination of employment; and
  - (vi) the financial aspects of participating in the Agreement.

The employer statement shall be provided in Danish. The employer statement shall be provided to the Participant, at the latest, within one month after the conclusion of the Agreement.

3. **Acknowledgment of Nature of Plan and PSUs:** In accepting this Agreement, the Participant acknowledges that, except as provided in Section 2 hereof, in the event of termination of the Participant's employment (whether or not in breach of local labor laws), the Participant's rights to vest the PSUs under the Plan, if any, will terminate effective as of the date that the Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to applicable local laws); the Administrator shall have the exclusive discretion to determine when the Participant is no longer actively employed for purposes of Participant's PSUs.
4. **Exchange Control Information:** If the Participant establishes an account holding Shares or an account holding cash outside Denmark, the Participant must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. (These obligations are separate from and in addition to the obligations described in Section 5 below.)

5. **Securities/Tax Reporting Information:** If the Participant holds Shares acquired under the Plan in a brokerage account with a broker or bank outside Denmark, the Participant is required to inform the Danish Tax Administration about the account. For this purpose, the Participant must file a Form V (*Erklæring V*) with the Danish Tax Administration. The Form V must be signed both by the Participant and by the applicable broker or bank where the account is held. By signing the Form V, the broker or bank undertakes to forward information to the Danish Tax Administration concerning the shares in the account without further request each year. By signing the Form V, the Participant authorizes the Danish Tax Administration to examine the account.

In addition, if the Participant opens a brokerage account (or a deposit account with a U.S. bank) for the purpose of holding cash outside Denmark, the Participant is also required to inform the Danish Tax Administration about this account. To do so, the Participant must file a Form K (*Erklæring K*) with the Danish Tax Administration. The Form K must be signed both by the Participant and by the applicable broker or bank where the account is held. By signing the Form K, the broker/bank undertakes an obligation, without further request each year, to forward information to the Danish Tax Administration concerning the content of the account. By signing the Form K, the Participant authorizes the Danish Tax Administration to examine the account.

#### FRANCE

1. **Securities law:** This offer does not require a prospectus to be submitted for approval to the Autorité des Marchés Financiers (AMF). Participant may take part in the offer solely for his or her own account and any financial instruments thus acquired cannot be distributed directly or indirectly to the public otherwise than in accordance with Articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-3 of the Monetary and Financial Code and EU Regulation No. 2017/1129 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market. The information provided to Participant in this Agreement, the Plan or other documents supplied to Participant in connection with the offer to Participant of the PSU is provided as factual information only and as such is not intended to induce Participant to accept to enter into this Agreement. Any such information does not give or purport to give any indication of the likely future financial success or performance of the Company and historical financial information gives no indication of future financial performance. Should Participant be in any doubt as to the contents of the offer of this PSU or what course of action to take in relation to the offer, Participant is recommended to immediately seek his or her own personal financial advice from his or her stockbroker, bank manager, solicitor, accountant or other independent financial advisor duly authorized by the competent authorities or bodies.
2. **Exchange Control Information.** The Participant must declare to the customs and excise authorities any cash and securities the Participant imports or exports without the use of a financial institution when the value of such cash or securities exceeds a certain amount. The Participant should consult with the Participant's professional advisor. In addition, if the Participant is a French resident, the Participant may hold stock outside France provided the Participant declares all foreign bank and brokerage accounts on an annual basis (including the accounts that were open and those that were closed during the tax year) on a specific form in the Participant's income tax return.
3. **French Language Provision.** By signing and returning this Agreement, the Participant confirms having read and understood the documents relating to the Plan which were provided to the

Participant in English language. The Participant accepts the terms of those documents accordingly.

*En signant et renvoyant ce Contrat vous confirmez ainsi avoir lu et compris les documents relatifs au Plan qui vous ont été communiqués en langue anglaise. Vous en acceptez les termes en connaissance de cause.*

4. **Taxes.** The Participant accepts any liability for any (i) income tax (including any income withholding tax (prélèvement à la source)) and social security contributions (prélèvements sociaux) and (ii) the employee share of any employment-related taxes including any social security contributions and charges which may be payable by the Company Group with respect to any taxable event arising pursuant to this Agreement (including the grant or vesting of the PSUs or Dividend Equivalents or the acquisition or disposal of any Shares). The Participant shall pay to and indemnify the Company Group against, and make arrangements satisfactory to the Company Group regarding payment of taxes described in clauses (i) and (ii) above to the fullest extent permitted by applicable law and pursuant to Section 2.5 of this Agreement.

By accepting this Award of PSUs, the Participant expressly acknowledges and agrees that this Award can be considered for purposes of calculating any applicable taxes that are statutorily required to be withheld by the Company Group.

The Plan is not intended to qualify for any favorable tax and social security treatment in France, in particular not to qualify for the application of the tax and social security treatment applicable to shares granted for no consideration under Articles L. 225-197-1 to L. 225-197-5 of the French Commercial Code, Article 80 quaterdecies of the French Tax Code and Articles L. 242-1, L. 137-13 and L. 137-14 of the French Social Security Code, nor for the application of the tax and social security treatment applicable to stock-option under Articles L 225-177 à L 225-186-1 of the French Commercial Code, Article 80 bis of the French Tax Code and L. 242-1, L. 136-2, II, 6°, L. 136-5, II bis, L. 137-13 and L. 137-14 of the French Social Security Code, as amended. In no event whatsoever a claim or entitlement to compensation or damages by the Company Group shall arise in connection with the non-application of such tax and social security treatment.

5. **Tax reporting.** The Participant shall comply with tax reporting requirements as the result of the acquisition of Shares or cash derived from his participation in the Plan, in, to and/or from a brokerage/bank account or legal entity located outside of France. The Participant acknowledges that he is responsible for ensuring compliance with the applicable foreign asset/account and tax reporting requirements and should consult his personal tax, legal and/or financial advisors regarding the same.

#### GERMANY

1. **Definition of Employee.** The definition of Employee shall, for the avoidance of doubt, include the legal representatives of the German group members.
2. **Eligible Individuals, Holders or Persons.** The Company's discretion to award rights under the Plan to shall be exercised in compliance with German law, in particular with the labor law principle of equal treatment (*arbeitsrechtlicher Gleichbehandlungsgrundsatz*) and with the prohibition of discrimination (*Diskriminierungsverbot*).

3. **Administrator's Discretion.** The Administrator's discretion under the Plan, the Agreement, the Grant Notice and this Appendix, including their interpretation, shall always be exercised reasonably (*nach billigem Ermessen*) as defined under German law.
4. **Taxes.** For the avoidance of doubt, taxes always include German social security contributions, and in this regard, Participant's portion.
5. **Securities Law.** This offer does not require a securities prospectus (*Wertpapierprospekt*) to be submitted for approval to the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* or *BaFin*).
6. **Exchange Control Information.** Cross-border payments in excess of €12,500 must be reported monthly to the German Central Bank (*Deutsche Bundesbank*). If Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will file the report for Participant. In addition, Participant must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, Participant must report on an annual basis if Participant holds Shares that exceed 10% of the total voting capital of the Company.
7. **Data Protection / Personal Data Processing and Transfer.** This section supersedes Section 3.13 of the PSU. By acceptance of this PSU, the Participant acknowledges understanding of the collection, use, processing and transfer of personal data as described below and in accordance with the Company privacy policy:

Data Processing. The Company, directly or indirectly through a Company Group Member administering Participant's employment, holds, collects, uses and processes certain personal information, including the Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in the Participant's favor, for the purpose of managing and administering the Plan ("Personal Data").

Purpose, Legal Basis and Controller. The processing of Participant's Personal Data is necessary in order for Participant to participate in the Plan and for Company for the purpose of implementing, administering and managing the Plan and Participant's participation therein (on the basis of the performance of a contract (Art. 6(1)(b) GDPR)), to comply with legal obligations in the EU (on the basis of (Art. 6(1)(c) GDPR) and on the basis of legitimate interests, in particular to comply with non-EU legal obligations (Art. 6(1)(f) GDPR). As regards the processing of Participant's Personal Data in connection with the Plan and the PSU, Participant understands that the Company is the controller of his or her Personal Data.

Data Transfers. The Company or relevant Company Group Member will transfer Personal Data to third parties (as data processors) assisting the Company in the implementation, administration and management of the Plan, or other third party with whom the Participant may have elected to have payment made pursuant to the Plan. The Company Group Members may also make the Personal Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, or elsewhere, including in jurisdictions outside the European Economic Area where data protection laws may not be as protective as within. The Company's legal basis for the transfer of Participant's Personal Data

outside the European Economic Area is Participant's explicit consent and will be provided by Participant in the form as attached hereto.

Data Subject Rights. Participant understands that, subject to the conditions set out in the applicable law, Participant may have, without limitation, the rights to (i) inquire whether and what kind of Personal Data the Company holds about him or her and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data about him or her that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of his or her objection, do not prove to be compelling, or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of his or her Personal Data in certain situations where Participant feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of Participant's Personal Data that he or she has actively or passively provided to the Company (which does not include data derived or inferred from the collected data), where the processing of such Personal Data is based on consent or his or her employment and is carried out by automated means. In case of concerns, Participant understands that he or she may also have the right to lodge a complaint with the competent local data protection authority or contact the Company's data protection officer or Participant's local human resources representative with any questions or concerns regarding the processing of Participant's Personal Data.

Data Retention. Data will only be held in accordance with applicable laws and applicable statutory retention requirements and as long as necessary to implement, administer and manage the Participant's participation in the Plan and any subsequent claims or rights.

#### INDIA

1. **Foreign Assets Reporting Information:** Participant is required to declare foreign bank accounts and any foreign financial assets (including Shares arising out of the PSU held outside India) in his or her annual tax return. It is the Participant's responsibility to comply with this reporting obligation and Participant should consult with his or her personal tax advisor in this regard.
2. **Tax Reporting:** Upon the event of any income arising to the Participant out of the shares underlying the PSU and upon allotment of shares pursuant to vesting of the PSU, the Participant will be obligated to report such income in their annual tax return.
3. **Exchange Control Information:** If Participant remits funds out of India in connection with any Award under the Plan, it is Participant's responsibility to comply with applicable exchange control requirements of the Reserve Bank of India. Participant understands that Participant may be required to repatriate any proceeds from the sale of Shares acquired under the Plan or the receipt of any dividends to India and within a specified time period, in accordance with the applicable local exchange control requirements as on the date of receipt of such proceeds / dividends by the Participant. 90 days of receipt. Participant must obtain a foreign inward remittance certificate ("FIRC") from the bank where Participant deposits the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or Participant's employer requests proof of repatriation.

4. **Acknowledgment of Nature of Plan and PSU:** In accepting this Agreement, Participant acknowledges that in the event of termination of Participant's employment (whether or not in breach of local labor laws), Participant's rights to vest the PSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of "garden leave" or similar period pursuant to applicable local laws); the Administrator shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of Participant's PSUs.

#### ITALY

1. **Acknowledgement of nature of the Plan and PSUs:** By accepting the PSU grant, Participant acknowledges, understands and agrees that:
- (a) the PSUs (and the Shares subject to the PSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are extraordinary items that do not constitute compensation of any kind for services of any kind rendered by the Participant to their employer and are outside the scope of the Participant's employment contract;
  - (b) the PSUs (and the Shares subject to the PSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are not part of salary for any purposes, including, but not limited to, calculation of any termination and severance payments provided for by law and by contract;
  - (c) the PSUs (and the Shares subject to the PSUs), and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are not granted as consideration for, or in connection with, the services the Participant may provide as a director of a Subsidiary or Affiliate.
2. **English Language:** Participant confirms having read and understood the documents relating to the Plan and the Agreement which were provided to the Participant in English language. The Participant accepts the terms of those documents accordingly.
3. **Tax law:** The attribution of Shares to a Participant who is an employee made available by the Company or any Subsidiary is taxed as income from employment at the Participant's personal tax rate. The normal value of the Shares listed on a stock exchanges is determined on the basis of the arithmetic mean of the prices of the last month before the delivery of the Shares. The taxable event, with reference to the PSUs is the vesting of the Award.
4. **Withholding tax:** The Participant's employer in Italy must enact and pay withholding tax with reference to the income of employment within the 16th of the month following the date of delivery of Shares. To the extent that the withholding tax exceeds, totally or in part, the monthly cash payment paid to the Participant, the Participant must provide to their employer any shortfall.
5. **Securities law.** The Award of PSUs and of the Shares which are subject to the PSUs, may benefit from an exemption regarding the publication of a prospectus and from the accomplishment of the relevant regulatory filings under the Italian laws, provided that one or more of the following conditions are met:
- (i) The offering of Shares is addressed to a number of individuals fewer than 150; or

- (ii) The total consideration of each offer of the Shares in the European Union, calculated on a 12-month period, is lower than 8.000.000 Euro; or
  - (iii) The Shares are offered or assigned to directors, former directors, employees or former employees of the Italian subsidiary, provided that a document containing information on the number and type of shares, on reasons and details of the offer is made available to the addresses of the offer.
6. **Data privacy:** Personal data of the Participant will be processed, and transferred, pursuant to the Company associate privacy notice (referred to as the Privacy Policy).

#### NETHERLANDS

**Securities Law Notification:** Participant should be aware of Dutch insider-trading rules, which may impact the ability to sell Shares acquired under the Plan. In particular, Participant may be prohibited from effectuating certain transactions if Participant has insider information regarding the Company.

By accepting any PSUs granted hereunder and participating in the Plan, Participant acknowledges having read and understood this Securities Law Notification and further acknowledge that it is Participant's responsibility to comply with the following Dutch insider trading rules:

Under Article 5:56 of the Dutch Financial Supervision Act, anyone who has "inside information" related to the issuing company is prohibited from effectuating a transaction in securities in or from the Netherlands. "Inside information" is defined as knowledge of specific information concerning the issuing company to which the securities relate or the trade in securities issued by such company, which has not been made public, and which, if published, would reasonably be expected to affect the stock price, regardless of the development of the price. The insider could be any employee of an Affiliate in the Netherlands who has inside information as described herein.

Given the broad scope of the definition of inside information, certain employees of the Company working at an affiliate in the Netherlands (including persons eligible to participate in the Plan) may have inside information and, thus, would be prohibited from effectuating a transaction in securities in the Netherlands at a time when in possession of such inside information.

#### SINGAPORE

1. **Securities Law Information.** The Award of the PSU is being made in reliance of section 273(1)(i) of the Securities and Futures Act 2001 of Singapore ("SFA") for which it is exempt from the prospectus and registration requirements under the SFA.
2. **Director/CEO Notification Obligation.** If Participant is a director or chief executive officer (as applicable) of a company incorporated in Singapore which is related to the Company ("Singapore Company"), Participant is subject to certain disclosure / notification requirements under the Companies Act 1967 of Singapore. Among these requirements is an obligation to notify the Singapore Company in writing when Participant acquires an interest (such as shares, debentures, participatory interests, rights, options and contracts) in the Company (e.g., the PSU, the Shares or any other Award). In addition, Participant must notify the Singapore Company when Participant disposes of such interest in the Company (including when Participant sells Shares issued upon vesting and maturity of the PSU). These notifications must be made within two business days of

acquiring or disposing of any such interest in the Company. In addition, a notification of Participant's interests in the Company must be made within two business days of becoming a director or chief executive officer (as applicable). The same information must also be lodged with the registrar of companies in Singapore, namely the Accounting and Corporate Regulatory Authority, within two business days after any updates to the Singapore Company's register of registrable controllers.

3. **Taxation Information.** In the event that Participant is granted an Award of the PSU while Participant is exercising employment in Singapore, any gains or profits enjoyed by Participant arising from the vesting of such PSU will be taxable in Singapore as part of Participant's employment remuneration regardless of when the PSU vests or where Participant is at the time the PSU vests. Participant may, however, be eligible to enjoy deferment of payment of such taxes under incentive schemes operated by the Inland Revenue Authority of Singapore if the qualifying criteria relating thereto are met. Participant is advised to seek professional tax advice as to Participant's tax liabilities including, to the extent Participant is a foreigner, how such gains or profits aforesaid will be taxed at the time Participant ceases to work in Singapore.

All taxes (including income tax) arising from the vesting of any PSU thereon shall be borne by Participant.

Where Participant is a non-citizen of Singapore and has any unvested PSU, and is about to leave employment with the Employer (as defined below), the unvested PSU may be deemed to be vested under the Income Tax Act (Cap. 134) of Singapore, and the Employer may be required to deduct or withhold taxes arising from the deemed vesting of the PSU from all monies due from the Employer to Participant. An amount equal to the tax amount required to be deducted or withheld will have to be so deducted or withheld by the Employer and paid to the Singapore tax authorities. "Employer" shall mean the Company, a Singapore subsidiary of the Company, other affiliated company or any other person paying such emoluments, whether on his or her account or on behalf of another person.]

#### SPAIN

1. **Grant Notice:** The following paragraphs are inserted immediately after the first paragraph of the Grant Notice:

No Entitlement for Claims or Compensation. The vesting of the PSU is expressly conditional upon Participant's continued and active rendering of services, such that the Participant's Termination of Service for any reason whatsoever may result in the PSU ceasing to vest immediately, in whole or in part, effective on the date of Participant's Termination of Service (unless otherwise specifically provided in the Agreement). This will be the case, for example, even if (1) Participant is considered to be unfairly dismissed without good cause; (2) Participant is dismissed for disciplinary or objective reasons or due to a collective dismissal; (3) the Termination of Service is due to a change of work location, duties or any other employment or contractual condition; (4) Participant experiences a Termination of Service due to a unilateral breach of contract by the Company or a Subsidiary; or (5) Participant experiences a Termination of Service for any other reason whatsoever. Consequently, upon Participant's Termination of Service for any of the above reasons, Participant may automatically lose any rights to the Shares

subject to the PSU that were not vested on the date of Participant's Termination of Service, as described in the Plan and the Agreement.

2. **Exchange Control Information:** Participant must declare the acquisition, ownership and sale of Shares to the *Dirección General de Política Comercial e Inversiones Exteriores* ("DGPCIE") of the *Ministerio de Economía* for statistical purposes. Participant must also declare the ownership of any Shares with the Directorate of Foreign Transactions each January while the Shares are owned. If Participant acquires the Shares through the use of a Spanish financial institution, that institution will automatically make the declaration to the DGPCIE for Participant; otherwise, Participant will be required make the declaration by filing the appropriate form with the DGPCIE. Generally, the declaration must be made in January for Shares acquired or sold during (or owned as of December 31 of) the prior year; however, if the value of Shares acquired or sold exceeds €1,502,530 (or Participant holds 10% or more of the shares capital of the Company or such other amount that would entitle Participant to join the Company's board of directors), the declaration must be filed within one month of the acquisition or sale, as applicable. In addition, if Participant wishes to import the share certificates into Spain, Participant must declare the importation of such securities to the DGPCIE.

When receiving foreign currency payments exceeding €50,000 derived from the ownership of Shares (e.g., dividends or sale proceeds), Participant must inform the financial institution receiving the payment of the basis upon which such payment is made. Upon prior request, Participant will need to provide the institution with the following information; Participant's name; address; and fiscal identification number; the name and corporate domicile of the Company; the amount of payment; the currency used; the country of origin; the reasons for the payment; and required information.

Further, to the extent that Participant holds assets (e.g., the PSU) outside of Spain with a value in excess of €20,000 (on a per-asset basis) as of December 31 each year, Participant will be required to report information on such rights and assets on Participant's tax return for such year.

Participant is solely responsible for complying with any exchange control or other reporting requirement that may apply to Participant as a result of participation in the Plan, the acquisition and/or sale of the Shares and/or the transfer of funds in connection with the PSU. Participant should consult Participant's legal advisor to confirm the current reporting requirements when Participant acquires Shares, sells Shares and/or transfers any funds related to the Plan to Spain.

3. **Securities Law Information:** The PSU described in the Agreement does not qualify under Spanish regulations as securities. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including the Appendix) has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and it does not constitute a public offering prospectus.

#### UAE

1. **Securities Law Information.** Participation in the Plan is being offered only to selected Participants and is in the nature of providing equity incentives to Participants in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such Participants and must not be delivered to, or relied on by, any other person. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If the Participant does not understand the contents of the Plan and the Agreement, the Participant should consult an authorized financial adviser. The Emirates Securities and Commodities Authority has no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

**COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION  
2023 INCENTIVE AWARD PLAN**

**RESTRICTED STOCK UNIT AWARD GRANT NOTICE**

Cognizant Technology Solutions Corporation, a Delaware corporation (the "Company"), pursuant to its 2023 Incentive Award Plan, as amended from time to time (the "Plan"), hereby grants to the holder listed below ("Participant") the number of Restricted Stock Units (the "RSUs") set forth below. The RSUs are subject to the terms and conditions set forth in this Restricted Stock Unit Award Grant Notice (this "Grant Notice"), the Restricted Stock Unit Award Agreement attached hereto as Exhibit A (the "Agreement") the Plan and the special provisions for Participant's country of residence, if any, attached hereto as Exhibit B (the "Foreign Appendix"), each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Grant Notice, the Agreement and the Foreign Appendix.

**Participant:**

**Grant Date:**

**Number of RSUs:**

**Type of Shares Issuable:**

**Vesting Schedule:**

To accept the Award of RSUs, Participant shall log into Participant's online brokerage account established at the Company-designated brokerage firm for Participant's Awards under the Plan and follow the procedure set forth on the brokerage firm's website to accept the terms of this Award. In addition, Participant shall cause his or her spouse, civil union partner or registered domestic partner, if any, to execute the spousal consent on such website. Currently, the Company-designated brokerage firm is **E\*TRADE** and the applicable website is [www.etrade.com](http://www.etrade.com).

If Participant fails to follow the procedure set forth in the preceding paragraph, and does not notify the Company within 30 days following the Grant Date that Participant does not wish to accept the Award of RSUs, then Participant will be deemed to have accepted the Award of RSUs, and agreed to be bound by the terms of the Plan, this Grant Notice, the Agreement and the Foreign Appendix.

By Participant's acceptance of this Award of RSUs, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement, this Grant Notice and the Foreign Appendix. Participant has reviewed the Agreement, the Plan, the Grant Notice and the Foreign Appendix in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of this Grant Notice, the Agreement, the Foreign Appendix and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice, the Agreement or the Foreign Appendix.

**COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION**

By:

Print Name:

Title:

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**EXHIBIT A**

**TO RESTRICTED STOCK UNIT AWARD GRANT NOTICE**

**RESTRICTED STOCK UNIT AWARD AGREEMENT**

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant the number of RSUs set forth in the Grant Notice.

**ARTICLE I.**

**GENERAL**

1.1 Incorporation of Terms of Plan, Grant Notice and the Foreign Appendix. The RSUs are subject to the terms and conditions set forth in this Agreement, the Grant Notice, the Plan and the Foreign Appendix, if applicable, each of which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

**ARTICLE II.**

**AWARD OF RESTRICTED STOCK UNITS AND DIVIDEND EQUIVALENTS**

2.1 Award of RSUs and Dividend Equivalents

(a) In consideration of Participant's past and/or continued employment with or service to any member of the Company and its Subsidiaries (the "Company Group") (each such member, a "Company Group Member") and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the "Grant Date"), the Company has granted to Participant the number of RSUs set forth in the Grant Notice, upon the terms and conditions set forth in the Grant Notice, the Plan, this Agreement and the Foreign Appendix, if applicable, subject to adjustment as provided in Section 12.2 of the Plan. Each RSU represents the right to receive one Share. However, unless and until the RSUs have vested, Participant will have no right to the payment of any Shares subject thereto. Prior to the actual delivery of any Shares, the RSUs will represent an unsecured obligation of the Company, payable only from the general assets of the Company.

(b) The Company hereby grants to Participant an Award of Dividend Equivalents with respect to each RSU granted pursuant to the Grant Notice for all ordinary and extraordinary cash dividends that are paid to all or substantially all holders of the outstanding Shares with a record date that occurs between the Grant Date and the date when the applicable Share underlying the RSU is distributed to Participant or is forfeited or expires. The Dividend Equivalents for each RSU shall have a value equal to the amount of cash that is paid as a dividend on one Share. The Dividend Equivalents shall be credited to a book account for Participant in the form of cash unless the Administrator determines to cause the Dividend Equivalents to be reinvested in additional RSUs as of the date of payment of any such dividend based on the Fair Market Value of a Share on such date. The Dividend Equivalents and any amounts that may become payable in respect thereof shall be treated separately from the RSUs and the rights arising in connection therewith for purposes of Section 409A.

## 2.2 Vesting of RSUs and Dividend Equivalents

(a) Subject to Participant's continued employment with or service to a Company Group Member on each applicable vesting date and subject to Section 3.8 and Section 3.15, the RSUs shall vest in such amounts and at such times as are set forth in the Grant Notice. Any Dividend Equivalents provided pursuant to Section 2.1(b) hereof shall vest whenever the underlying RSU to which such Dividend Equivalents relate vests.

(b) Unless otherwise determined by the Administrator or as set forth in a written agreement between Participant and the Company, any RSUs and Dividend Equivalents that have not become vested on or prior to the date of Participant's Termination of Service (including, without limitation, pursuant to any employment or similar agreement by and between Participant and the Company) shall be forfeited on the date of Participant's Termination of Service and shall not thereafter become vested.

## 2.3 Distribution or Payment of RSUs and Dividend Equivalents

(a) Participant's RSUs (including any Dividend Equivalents reinvested in RSUs) shall be distributed in Shares (either in book-entry form or otherwise) and any Dividend Equivalents credited in the form of cash shall be distributed in cash, in each case as soon as administratively practicable following the vesting of the applicable RSU and Dividend Equivalent pursuant to Section 2.2, but in no event later than the close of the calendar year in which such vesting date occurs or (if later) the 15th day of the third calendar month following such vesting date (for the avoidance of doubt, this deadline is intended to comply with the "short-term deferral" exemption from Section 409A). Notwithstanding the foregoing, the Company may delay a distribution or payment in settlement of RSUs and Dividend Equivalents if it reasonably determines that such payment or distribution will violate Federal securities laws or any other Applicable Law, *provided* that such distribution or payment shall be made at the earliest date at which the Company reasonably determines that the making of such distribution or payment will not cause such violation, as required by Proposed Treasury Regulation Section 1.409A-1(b)(4)(ii), and *provided further* that no payment or distribution shall be delayed under this Section 2.3(a) if such delay will result in a violation of Section 409A.

(b) All distributions of Shares shall be made by the Company in the form of whole Shares, and to the extent that the total number of Shares to be issued in connection with any distribution would otherwise result in a fractional Share, such total number of Shares shall be rounded down to the next whole Share and the number of Shares to be issued in connection with the final vesting date set forth in the Grant Notice (if any of the RSUs vest on such date) shall equal, subject to the rounding convention described in this Section 2.3(b), the excess of (i) the total number of Shares underlying Participant's RSUs over (ii) the whole number of Shares issued in connection with prior vesting dates.

2.4 Conditions to Issuance of Certificates. The Company shall not be required to issue or deliver any certificate or certificates for any Shares or to cause any Shares to be held in book-entry form prior to the fulfillment of all of the following conditions: (a) the admission of the Shares to listing on all stock exchanges on which such Shares are then listed, (b) the completion of any registration or other qualification of the Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or other governmental regulatory body, that the Administrator shall, in its

absolute discretion, deem necessary or advisable, and (c) the obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable.

2.5 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) The Company Group has the authority to deduct or withhold, or require Participant to remit to the applicable Company Group Member, an amount sufficient to satisfy any applicable federal, state, local and foreign taxes required by Applicable Law to be withheld with respect to any taxable event arising pursuant to this Agreement. The Company Group may withhold or Participant may make such payment in one or more of the forms specified below:

- (i) by cash or check made payable to the Company Group Member with respect to which the withholding obligation arises;
- (ii) by the deduction of such amount from any cash payments payable pursuant to the Dividend Equivalents or any other compensation payable to Participant;
- (iii) with respect to any withholding taxes arising in connection with the distribution of the RSUs, until such time as the Company provides Participant with written or electronic notice that such method of withholding taxes is not permitted, by withholding a net number of Shares otherwise issuable pursuant to the RSUs having a fair market value (as determined by the Company in accordance with applicable law) not exceeding the amount necessary to satisfy the withholding obligation of the Company Group based on the maximum statutory withholding rates in Participant's applicable jurisdictions for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income;
- (iv) with respect to any withholding taxes arising in connection with the distribution of the RSUs, with the consent of the Administrator, by tendering to the Company vested Shares held for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences and having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company Group based on the maximum statutory withholding rates in Participant's applicable jurisdictions for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income;
- (v) with respect to any withholding taxes arising in connection with the distribution of the RSUs, through the delivery of a notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to Shares then issuable to Participant pursuant to the RSUs, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company Group Member with respect to which the withholding obligation arises in satisfaction of such withholding taxes; *provided* that payment of such proceeds is then made to the applicable Company Group Member at such time as may be required by the Administrator, but in any event not later than the settlement of such sale; or
- (vi) in any combination of the foregoing.

(b) With respect to any withholding taxes arising in connection with the RSUs or the Dividend Equivalents, in the event Participant fails to provide timely payment of all sums required pursuant to Section 2.5(a), the Company shall have the right and option, but not the obligation, to treat such failure as an election by Participant to satisfy all or any portion of Participant's required payment obligation pursuant to Section 2.5(a)(ii) or Section 2.5(a)(iii) above, or any combination of the foregoing as the Company may determine to be appropriate. The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the RSUs to, or to cause any such Shares to be held in book- entry form by, Participant or his or her legal representative, or to pay to Participant any cash with respect to any Dividend Equivalents, unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes applicable with respect to the taxable income of Participant resulting from the vesting or settlement of the RSUs, the payment of any cash with respect to the Dividend Equivalents or any other taxable event related to the RSUs or the Dividend Equivalents.

(c) In the event any tax withholding obligation arising in connection with the RSUs will be satisfied under Section 2.5(a)(iii), then the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of Shares from those Shares then issuable to Participant pursuant to the RSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the tax withholding obligation and to remit the proceeds of such sale to the Company Group Member with respect to which the withholding obligation arises. Participant's acceptance of this Award constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 2.5(c), including the transactions described in the previous sentence, as applicable. The Company may refuse to issue any Shares in settlement of the RSUs to Participant until the foregoing tax withholding obligations are satisfied, *provided* that no payment shall be delayed under this Section 2.5(c) if such delay will result in a violation of Section 409A.

(d) Participant is ultimately liable and responsible for, and, to the extent permitted by Applicable Law, agrees to indemnify and keep indemnified the Company Group from, all taxes and social security or national insurance contributions owed in connection with the RSUs and any Dividend Equivalents (including the grant or vesting of the RSUs or Dividend Equivalents or the acquisition or disposal of any Shares), regardless of any action any Company Group Member takes with respect to any tax withholding obligations that arise in connection with the RSUs or the Dividend Equivalents. Participant shall pay any taxes or other amounts that are required by the laws of a jurisdiction in which Participant is subject to taxation to be paid by the Company Group with respect to the grant, vesting or settlement of the RSUs or Dividend Equivalents or the issuance of Shares or cash thereunder, to the extent those taxes or other amounts are permitted to be passed through to the Participant under Applicable Law. No Company Group Member makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the RSUs or Dividend Equivalents or the subsequent sale of Shares. The Company Group does not commit and is under no obligation to structure the RSUs or Dividend Equivalents to reduce or eliminate Participant's tax liability.

2.6 Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in

book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars and delivered to Participant (including through electronic delivery to a brokerage account). Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares.

### ARTICLE III.

#### OTHER PROVISIONS

3.1 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice, this Agreement and the Foreign Appendix, as applicable, as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice, this Agreement or the Foreign Appendix, as applicable.

3.2 RSUs and Dividend Equivalents Not Transferable. The RSUs and the Dividend Equivalents may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, unless and until the Shares underlying the RSUs have been issued, and all restrictions applicable to such Shares have lapsed. The RSUs may not be hedged, including (without limitation) any short sale or any acquisition or disposition of any put or call option or other instrument tied to the value of the RSUs or the underlying Shares. None of the RSUs, the Dividend Equivalents or any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence. Notwithstanding the foregoing, with the consent of the Administrator, the RSUs and the Dividend Equivalents may be transferred to Permitted Transferees pursuant to any conditions and procedures the Administrator may require; *provided* that the RSUs and the Dividend Equivalents may not be transferred for value or consideration. Participant may direct the Company to record the ownership of any Shares underlying the RSUs that vest and become issuable hereunder in the name of a revocable living trust established for the exclusive benefit of Participant or Participant and his or her spouse. Participant may make such a beneficiary designation or ownership directive at any time by filing the appropriate form with the Administrator.

3.3 Adjustments. The Administrator may accelerate the vesting of all or a portion of the RSUs or Dividend Equivalents in such circumstances as it, in its sole discretion, may determine. Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 12.2 of the Plan.

3.4 Notices. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be delivered electronically through the procedure set forth on the website maintained by the Company-designated brokerage firm for Awards under the Plan or in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Participant shall be delivered electronically or in writing addressed to Participant at the most recent address on file with the Company for Participant. All notices shall be deemed effective upon personal or electronic delivery or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

3.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.6 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.7 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice, this Agreement and the Foreign Appendix, as applicable, are intended to conform to the extent necessary with all Applicable Laws, including, without limitation, the provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the RSUs and Dividend Equivalents are granted and may be settled, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, shall be deemed amended to the extent necessary to conform to Applicable Law.

3.8 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided* that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the RSUs or the Dividend Equivalents in any material way without the prior written consent of Participant.

3.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 3.2 and the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

3.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the RSUs, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 under the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an employee or other service provider of any Company Group Member or shall interfere with or restrict in any way the rights of the Company Group, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between a Company Group Member and Participant.

3.12 Acknowledgment of Nature of Plan and RSUs. In accepting the RSUs, Participant acknowledges that:

(a) the Award of the RSUs (and the Shares subject to the RSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) the Company is making under the Plan is unilateral and discretionary and will not give rise to any future obligation on the Company to make further Awards under the Plan to the Participant;

(b) for labor law purposes, subject to Applicable Law, the RSUs (and the Shares subject to the RSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for any Company Group Member or any affiliate thereof;

(c) Participant is voluntarily participating in the Plan;

(d) the RSUs (and the Shares subject to the RSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are not intended to replace any pension rights or compensation;

(e) none of the RSUs, the Dividend Equivalents or any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with any Company Group Member or any affiliate thereof, and any modification of the Plan or this Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment;

(f) the future value of the underlying Shares is unknown and cannot be predicted with certainty. If the RSUs vest and Participant obtains Shares, the value of the Shares acquired may increase or decrease in value; and

(g) in consideration of the grant of the RSUs hereunder, no claim or entitlement to compensation or damages arises from termination of the RSUs, and no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from termination of Participant's employment by any Company Group Member or any affiliate thereof (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases each Company Group Member from any such claim that may arise; if, notwithstanding the foregoing, any such

claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim.

3.13 Consent to Personal Data Processing and Transfer. By acceptance of the RSUs, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company Group holds certain personal information, including Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in Participant's favor, for the purpose of managing and administering the Plan ("Data"). Participant is aware that providing the Company with Participant's Data is necessary for the performance of this Agreement and that Participant's refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect Participant's ability to participate in the Plan. The Company Group will transfer Data to third parties in the course of its or their business, including for the purpose of assisting the Company in the implementation, administration and management of the Plan. However, from time to time and without notice, the Company Group may retain additional or different third parties for any of the purposes mentioned. The Company Group may also make Data available to public authorities where required under Applicable Law. Such recipients may be located in the jurisdiction which Participant is based or elsewhere in the world, which Participant separately and expressly consents to, accepting that outside the jurisdiction which Participant is based, data protection laws may not be as protective as within. Participant hereby authorizes the Company Group and all such third parties to receive, possess, use, retain, process and transfer Data, in electronic or other form, in the course of the Company Group's business, including for the purposes of implementing, administering and managing participation in the Plan, and including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of Participant to a third party to whom Participant may have elected to have payment made pursuant to the Plan. Participant understands that he or she may request a list with the names and addresses of any potential recipients of Data by contacting Participant's local human resources representative. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local human resources representative; however, withdrawing the consent may affect Participant's ability to participate in the Plan and receive the benefits intended by these RSUs. Data will only be held as long as necessary to implement, administer and manage Participant's participation in the Plan and any subsequent claims or rights.

3.14 Entire Agreement. The Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

3.15 Section 409A. This Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A. However, notwithstanding any other provision of the Plan, the Grant Notice, this Agreement or the Foreign Appendix, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice, this

Agreement or the Foreign Appendix, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

3.16 Agreement Severable. In the event that any provision of the Grant Notice, this Agreement or the Foreign Appendix, if applicable, is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice, this Agreement or the Foreign Appendix.

3.17 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs and Dividend Equivalents.

3.18 Broker-Assisted Sales. In the event of any broker-assisted sale of Shares in connection with the payment of withholding taxes as provided in Section 2.5(a)(v) or Section 2.5(c): (a) any Shares to be sold through a broker-assisted sale will be sold on the day the tax withholding obligation arises or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (c) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the proceeds of such sale exceed the applicable tax withholding obligation, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (e) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable tax withholding obligation; and (f) in the event the proceeds of such sale are insufficient to satisfy the applicable tax withholding obligation, Participant agrees to pay immediately upon demand to the Company Group Member with respect to which the withholding obligation arises an amount in cash sufficient to satisfy any remaining portion of the applicable Company Group Member's withholding obligation.

3.19 Non-U.S. Additional Terms. Notwithstanding the foregoing terms and conditions of this Award, Participant acknowledges that applicable law (including but not limited to rules or regulations governing securities, foreign ownership, foreign exchange, tax, labor or other matters of any jurisdiction in which Participant may be residing or working at the time of grant of or while holding this Award) may prevent or restrict the issuance of Shares under this Award, and neither the Company nor any Subsidiary or affiliate assumes any liability in relation to this Award or any Restricted Stock Units or Shares in such case. Participant also acknowledges that applicable law may subject Participant to additional procedural or regulatory requirements that Participant is and will be solely responsible for and must fulfill. For the avoidance of doubt, if any provision of the Grant Notice, this Agreement or the Foreign Appendix, if applicable, is not lawful in the jurisdiction in which Participant may be residing or working at the time of grant of or while holding this Award, then such provision will not apply to this Award, subject to Section 3.16.

3.20 **Clawback.** The RSUs, any Shares distributed in settlement of the RSUs, any proceeds from the sale of Shares distributed in settlement of the RSUs and any payments in respect of the Dividend Equivalents will be subject to the provisions of any clawback policy implemented by the Company, including, without limitation, any clawback policy adopted to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder or any other applicable law, whether or not such clawback policy was in place on the Grant Date.

\* \* \* \* \*

## **EXHIBIT B**

### **TO RESTRICTED STOCK UNIT AWARD GRANT NOTICE**

#### **SPECIAL PROVISIONS FOR RESTRICTED STOCK UNITS FOR PARTICIPANTS OUTSIDE THE U.S.**

This Exhibit B (this “**Appendix**”) includes special terms and conditions applicable to Participants in the countries below. These terms and conditions are in addition to those set forth in the Grant Notice, the Agreement and the Plan and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail.

This Appendix also includes information relating to exchange control and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information contained in this Appendix is based on exchange control, securities and other laws in effect as of a prior date. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the RSU vests or Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to the particular situation of Participant, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. If Participant is a citizen or resident of a country other than the one in which he or she is currently working, the information contained herein may not be applicable to Participant.

The Participant should be aware that the tax consequences in connection with the grant of the RSU, the vesting of the RSU and the disposal of the resulting Shares vary from country to country and are subject to change from time to time and understand that the Participant may suffer adverse tax consequences as a result of the RSU and the Participant's disposal of the Shares. By signing the Agreement the Participant acknowledges that he or she is not relying on the Company for tax advice and will seek his or her own tax advice as required.

#### **AUSTRALIA**

1. **Tax:** In accepting the RSU, Participant acknowledges that any taxable gain at the date of grant or cessation, as appropriate, may result in an income and Medicare tax charge arising. Participant acknowledges and confirms that Participant is responsible for reporting and paying all taxes to the local tax authorities and that this will be undertaken by Participant on a timely basis.
2. **Securities Law Information:** If Participant acquires Shares pursuant to the RSU and Participant offers the Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. Participant should obtain legal advice on disclosure obligations prior to making any such offer.
3. **Exchange Control Information:** Exchange control reporting is required for cash transactions exceeding AUD\$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, Participant will be required to file the report.

## CANADA

1. **Termination of Service:** For the purposes of this Agreement, Participant will be deemed to have experienced a Termination of Service as follows:

(a) if Participant is an employee, (i) on the date when Participant ceases to be an employee of Company or its Subsidiaries or affiliates for any reason, whether lawful or otherwise (including, without limitation, by reason of voluntary resignation, termination for cause, termination without cause/serious reason, death, disability, frustration or constructive dismissal), without regard to any pay in lieu of notice (whether by lump sum or salary continuance), benefits continuation, or other termination or severance payments or benefits which Participant may then receive or be entitled to receive, whether pursuant to contract, the common law, the *Civil Code of Quebec* or otherwise, or (ii) on such later date, if applicable, as may be required to satisfy the minimum requirements of applicable employment or labor standards legislation.

(b) if Participant is a consultant or contractor, on the date Participant ceases to be engaged by and perform services for the Company or its Subsidiaries or affiliates.

2. For the purposes of this Agreement, Participant will be deemed to have experienced a Termination of Service on (i) the date when Participant ceases to be an employee of or service provider to the Company or its Subsidiaries or affiliates for any reason, whether lawful or otherwise (including, without limitation, by reason of voluntary resignation, termination for cause, termination without cause/serious reason, death, disability, frustration or constructive dismissal), without regard to any pay in lieu of notice (whether by lump sum or salary continuance), benefits continuation, or other termination or severance payments or benefits which Participant may then receive or be entitled to receive, whether pursuant to contract, the common law, the Civil Code of Quebec or otherwise, or (ii) such later date, if applicable, as may be required to satisfy the minimum requirements of applicable employment or labor standards legislation.

3. **Special Provisions for Participants in Canada:**

- a. *French Language Provision.* The following provisions will apply if Participant is a resident of Quebec:

The Participant acknowledges that he/she was provided with this Agreement in English and French simultaneously. By completing and signing the English version, the Participant confirms his/her express wish to be bound only by the English version. *Le participant reconnaît que cette entente lui a été communiquée simultanément en anglais et en français. En remplissant et en signant la version anglaise. En complétant et signant la version anglaise, le participant confirme sa volonté expresse d'être lié uniquement par la version anglaise*

- b. The Company reserves the right to impose other requirements on this RSU and the Shares purchased upon vesting of this RSU, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

- c. In the event the Participant forfeits any RSUs or Dividend Equivalents under this Agreement, the Participant waives any claim to damages in respect thereof whether related or attributable to any contractual, common law or civil law termination entitlements or otherwise.
- d. All provisions in the Agreement shall be subject to the minimum requirements of applicable employment or labor standards legislation.

#### DENMARK

1. **Forfeiture, Termination and Cancellation upon Termination of Services:** Notwithstanding any contrary provision of this Agreement, upon the 30th day following Participant's Termination of Services for any or no reason Agreement (except if the Participant is a Good Leaver as provided in Section 2 below), the then-unvested RSUs subject to this Agreement will be automatically forfeited, terminated and cancelled as of such date without payment of any consideration by the Company, and Participant, or Participant's beneficiary or personal representative, as the case may be, shall have no further rights hereunder. Notwithstanding the foregoing and except as provided in Section 2 below, the Administrator may, in its sole discretion, terminate the then-unvested RSUs subject to this Agreement at any time during the period of time commencing upon Participant's Termination of Services and the 30th day following such Termination of Services and such RSUs shall be forfeited, terminated and cancelled as of such date without payment of any consideration by the Company. For the avoidance of doubt, except as otherwise provided by the Administrator, no RSUs shall vest following Participant's Termination of Services except as provided in Section 2 below.
2. **Danish Act on Exercise of Options or Subscription Rights for Shares etc. in Employment Relationship:** If the Participant is an Employee but not a managing director of a Danish Subsidiary of the Company, then this Agreement shall be subject to the provisions of the Danish Act on Exercise of Options or Subscription Rights for Shares etc. in Employment Relationship (the "Act"). For the avoidance of doubt, this Section 2 shall not apply if the Participant is not an Employee or not covered by the Act for any reason. Specifically:
  - (a) Termination of Service. Pursuant to the Act, in the event the Participant experiences a Termination of Services for any reason other than if the Participant is a Good Leaver (as defined below) prior to the vesting of all of the RSUs, any Shares that have not been settled will terminate automatically and be forfeited without further notice and at no cost to the Company. Pursuant to the Act, in the event the Participant experiences a Termination of Services and if the Participant is a Good Leaver prior to the vesting of all of the RSUs, the Participant retains the right to the Shares that have not been settled irrespective of vesting. Provided, further, the Participant retains the right, in proportion the Participant's employment period with the Company, to a pro-rata share of granted RSUs to which the Participant would have been entitled according to agreement or custom if the Participant had still been employed at the time of expiration of the financial year or at the time of such granting.
  - (b) Good Leaver. Pursuant to the Act, for purposes of this Agreement, the Participant, who is an Employee but not a managing director, is considered a "Good Leaver" in the following situations:

- (i) if the Participant's employer terminates the Participant's employment and such termination is not due to the Participant's being in breach of contract or due to the Participant having been summarily dismissed in a legitimate way;
  - (ii) if the Participant resigns because of reaching the age applicable to retirement or because the Participant will be entitled to state pension or retirement pension; or
  - (iii) if the Participant terminates the Participant's employment due to gross negligence on the part of the Danish employer company.
- (c) **Employer Statement.** The Participant and the Company acknowledge that the Participant is entitled to receive an "employer statement", as such term is used in the Act, including the following information, if applicable:
- (i) the time of grant of the right to subscribe for or purchase shares at a later date;
  - (ii) criteria or conditions for granting the right to subscribe for or purchase shares at a later date;
  - (iii) time of settlement or the rules for the determination thereof;
  - (iv) the price, if any, or the rules for fixing of the price at which the shares may be subscribed for or purchased at the time of settlement;
  - (v) the legal status of the Participant in connection with termination of employment; and
  - (vi) the financial aspects of participating in the Agreement.

The employer statement shall be provided in Danish. The employer statement shall be provided to the Participant, at the latest, within one month after the conclusion of the Agreement.

3. **Acknowledgment of Nature of Plan and RSUs:** In accepting this Agreement, the Participant acknowledges that, except as provided in Section 2 hereof, in the event of termination of the Participant's employment (whether or not in breach of local labor laws), the Participant's rights to vest the RSUs under the Plan, if any, will terminate effective as of the date that the Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to applicable local laws); the Administrator shall have the exclusive discretion to determine when the Participant is no longer actively employed for purposes of Participant's RSUs.
4. **Exchange Control Information:** If the Participant establishes an account holding Shares or an account holding cash outside Denmark, the Participant must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. (These obligations are separate from and in addition to the obligations described in Section 5 below.)

5. **Securities/Tax Reporting Information:** If the Participant holds Shares acquired under the Plan in a brokerage account with a broker or bank outside Denmark, the Participant is required to inform the Danish Tax Administration about the account. For this purpose, the Participant must file a Form V (*Erklæring V*) with the Danish Tax Administration. The Form V must be signed both by the Participant and by the applicable broker or bank where the account is held. By signing the Form V, the broker or bank undertakes to forward information to the Danish Tax Administration concerning the shares in the account without further request each year. By signing the Form V, the Participant authorizes the Danish Tax Administration to examine the account.

In addition, if the Participant opens a brokerage account (or a deposit account with a U.S. bank) for the purpose of holding cash outside Denmark, the Participant is also required to inform the Danish Tax Administration about this account. To do so, the Participant must file a Form K (*Erklæring K*) with the Danish Tax Administration. The Form K must be signed both by the Participant and by the applicable broker or bank where the account is held. By signing the Form K, the broker/bank undertakes an obligation, without further request each year, to forward information to the Danish Tax Administration concerning the content of the account. By signing the Form K, the Participant authorizes the Danish Tax Administration to examine the account.

#### FRANCE

1. **Securities law:** This offer does not require a prospectus to be submitted for approval to the Autorité des Marchés Financiers (AMF). Participant may take part in the offer solely for his or her own account and any financial instruments thus acquired cannot be distributed directly or indirectly to the public otherwise than in accordance with Articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-3 of the Monetary and Financial Code and EU Regulation No. 2017/1129 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market. The information provided to Participant in this Agreement, the Plan or other documents supplied to Participant in connection with the offer to Participant of the RSU is provided as factual information only and as such is not intended to induce Participant to accept to enter into this Agreement. Any such information does not give or purport to give any indication of the likely future financial success or performance of the Company and historical financial information gives no indication of future financial performance. Should Participant be in any doubt as to the contents of the offer of this RSU or what course of action to take in relation to the offer, Participant is recommended to immediately seek his or her own personal financial advice from his or her stockbroker, bank manager, solicitor, accountant or other independent financial advisor duly authorized by the competent authorities or bodies.
2. **Exchange Control Information.** The Participant must declare to the customs and excise authorities any cash and securities the Participant imports or exports without the use of a financial institution when the value of such cash or securities exceeds a certain amount. The Participant should consult with the Participant's professional advisor. In addition, if the Participant is a French resident, the Participant may hold stock outside France provided the Participant declares all foreign bank and brokerage accounts on an annual basis (including the accounts that were open and those that were closed during the tax year) on a specific form in the Participant's income tax return.
3. **French Language Provision.** By signing and returning this Agreement, the Participant confirms having read and understood the documents relating to the Plan which were provided to the

Participant in English language. The Participant accepts the terms of those documents accordingly.

*En signant et renvoyant ce Contrat vous confirmez ainsi avoir lu et compris les documents relatifs au Plan qui vous ont été communiqués en langue anglaise. Vous en acceptez les termes en connaissance de cause.*

4. **Taxes.** The Participant accepts any liability for any (i) income tax (including any income withholding tax (prélèvement à la source)) and social security contributions (prélèvements sociaux) and (ii) the employee share of any employment-related taxes including any social security contributions and charges which may be payable by the Company Group with respect to any taxable event arising pursuant to this Agreement (including the grant or vesting of the RSUs or Dividend Equivalents or the acquisition or disposal of any Shares). The Participant shall pay to and indemnify the Company Group against, and make arrangements satisfactory to the Company Group regarding payment of taxes described in clauses (i) and (ii) above to the fullest extent permitted by applicable law and pursuant to Section 2.5 of this Agreement.

By accepting this Award of RSUs, the Participant expressly acknowledges and agrees that this Award can be considered for purposes of calculating any applicable taxes that are statutorily required to be withheld by the Company Group.

The Plan is not intended to qualify for any favorable tax and social security treatment in France, in particular not to qualify for the application of the tax and social security treatment applicable to shares granted for no consideration under Articles L. 225-197-1 to L. 225-197-5 of the French Commercial Code, Article 80 quaterdecies of the French Tax Code and Articles L. 242-1, L. 137-13 and L. 137-14 of the French Social Security Code, nor for the application of the tax and social security treatment applicable to stock-option under Articles L 225-177 à L 225-186-1 of the French Commercial Code, Article 80 bis of the French Tax Code and L. 242-1, L. 136-2, II, 6°, L. 136-5, II bis, L. 137-13 and L. 137-14 of the French Social Security Code, as amended. In no event whatsoever a claim or entitlement to compensation or damages by the Company Group shall arise in connection with the non-application of such tax and social security treatment.

5. **Tax reporting.** The Participant shall comply with tax reporting requirements as the result of the acquisition of Shares or cash derived from his participation in the Plan, in, to and/or from a brokerage/bank account or legal entity located outside of France. The Participant acknowledges that he is responsible for ensuring compliance with the applicable foreign asset/account and tax reporting requirements and should consult his personal tax, legal and/or financial advisors regarding the same.

#### GERMANY

1. **Definition of Employee.** The definition of Employee shall, for the avoidance of doubt, include the legal representatives of the German group members.
2. **Eligible Individuals, Holders or Persons.** The Company's discretion to award rights under the Plan to shall be exercised in compliance with German law, in particular with the labor law principle of equal treatment (*arbeitsrechtlicher Gleichbehandlungsgrundsatz*) and with the prohibition of discrimination (*Diskriminierungsverbot*).

3. **Administrator's Discretion.** The Administrator's discretion under the Plan, the Agreement, the Grant Notice and this Appendix, including their interpretation, shall always be exercised reasonably (*nach billigem Ermessen*) as defined under German law.
4. **Taxes.** For the avoidance of doubt, taxes always include German social security contributions, and in this regard, Participant's portion.
5. **Securities Law.** This offer does not require a securities prospectus (*Wertpapierprospekt*) to be submitted for approval to the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* or *BaFin*).
6. **Exchange Control Information.** Cross-border payments in excess of €12,500 must be reported monthly to the German Central Bank (*Deutsche Bundesbank*). If Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will file the report for Participant. In addition, Participant must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, Participant must report on an annual basis if Participant holds Shares that exceed 10% of the total voting capital of the Company.
7. **Data Protection / Personal Data Processing and Transfer.** This section supersedes Section 3.13 of the RSU. By acceptance of this RSU, the Participant acknowledges understanding of the collection, use, processing and transfer of personal data as described below and in accordance with the Company privacy policy:

Data Processing. The Company, directly or indirectly through a Company Group Member administering Participant's employment, holds, collects, uses and processes certain personal information, including the Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in the Participant's favor, for the purpose of managing and administering the Plan ("Personal Data").

Purpose, Legal Basis and Controller. The processing of Participant's Personal Data is necessary in order for Participant to participate in the Plan and for Company for the purpose of implementing, administering and managing the Plan and Participant's participation therein (on the basis of the performance of a contract (Art. 6(1)(b) GDPR)), to comply with legal obligations in the EU (on the basis of (Art. 6(1)(c) GDPR) and on the basis of legitimate interests, in particular to comply with non-EU legal obligations (Art. 6(1)(f) GDPR). As regards the processing of Participant's Personal Data in connection with the Plan and the RSU, Participant understands that the Company is the controller of his or her Personal Data.

Data Transfers. The Company or relevant Company Group Member will transfer Personal Data to third parties (as data processors) assisting the Company in the implementation, administration and management of the Plan, or other third party with whom the Participant may have elected to have payment made pursuant to the Plan. The Company Group Members may also make the Personal Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, or elsewhere, including in jurisdictions outside the European Economic Area where data protection laws may not be as protective as within. The Company's legal basis for the transfer of Participant's Personal Data

outside the European Economic Area is Participant's explicit consent and will be provided by Participant in the form as attached hereto.

**Data Subject Rights.** Participant understands that, subject to the conditions set out in the applicable law, Participant may have, without limitation, the rights to (i) inquire whether and what kind of Personal Data the Company holds about him or her and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data about him or her that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of his or her objection, do not prove to be compelling, or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of his or her Personal Data in certain situations where Participant feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of Participant's Personal Data that he or she has actively or passively provided to the Company (which does not include data derived or inferred from the collected data), where the processing of such Personal Data is based on consent or his or her employment and is carried out by automated means. In case of concerns, Participant understands that he or she may also have the right to lodge a complaint with the competent local data protection authority or contact the Company's data protection officer or Participant's local human resources representative with any questions or concerns regarding the processing of Participant's Personal Data.

**Data Retention.** Data will only be held in accordance with applicable laws and applicable statutory retention requirements and as long as necessary to implement, administer and manage the Participant's participation in the Plan and any subsequent claims or rights.

#### INDIA

1. **Foreign Assets Reporting Information:** Participant is required to declare foreign bank accounts and any foreign financial assets (including Shares arising out of the RSU held outside India) in his or her annual tax return. It is the Participant's responsibility to comply with this reporting obligation and Participant should consult with his or her personal tax advisor in this regard.
2. **Tax Reporting:** Upon the event of any income arising to the Participant out of the shares underlying the RSU and upon allotment of shares pursuant to vesting of the RSU, the Participant will be obligated to report such income in their annual tax return.
3. **Exchange Control Information:** If Participant remits funds out of India in connection with any Award under the Plan, it is Participant's responsibility to comply with applicable exchange control requirements of the Reserve Bank of India. Participant understands that Participant may be required to repatriate any proceeds from the sale of Shares acquired under the Plan or the receipt of any dividends to India and within a specified time period, in accordance with the applicable local exchange control requirements as on the date of receipt of such proceeds / dividends by the Participant. 90 days of receipt. Participant must obtain a foreign inward remittance certificate ("FIRC") from the bank where Participant deposits the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or Participant's employer requests proof of repatriation.

4. **Acknowledgment of Nature of Plan and RSU:** In accepting this Agreement, Participant acknowledges that in the event of termination of Participant's employment (whether or not in breach of local labor laws), Participant's rights to vest the RSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of "garden leave" or similar period pursuant to applicable local laws); the Administrator shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of Participant's RSUs.

#### ITALY

1. **Acknowledgement of nature of the Plan and RSUs:** By accepting the RSU grant, Participant acknowledges, understands and agrees that:
- (a) the RSUs (and the Shares subject to the RSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are extraordinary items that do not constitute compensation of any kind for services of any kind rendered by the Participant to their employer and are outside the scope of the Participant's employment contract;
  - (b) the RSUs (and the Shares subject to the RSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are not part of salary for any purposes, including, but not limited to, calculation of any termination and severance payments provided for by law and by contract;
  - (c) the RSUs (and the Shares subject to the RSUs), and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are not granted as consideration for, or in connection with, the services the Participant may provide as a director of a Subsidiary or Affiliate.
2. **English Language:** Participant confirms having read and understood the documents relating to the Plan and the Agreement which were provided to the Participant in English language. The Participant accepts the terms of those documents accordingly.
3. **Tax law:** The attribution of Shares to a Participant who is an employee made available by the Company or any Subsidiary is taxed as income from employment at the Participant's personal tax rate. The normal value of the Shares listed on a stock exchanges is determined on the basis of the arithmetic mean of the prices of the last month before the delivery of the Shares. The taxable event, with reference to the RSUs is the vesting of the Award.
4. **Withholding tax:** The Participant's employer in Italy must enact and pay withholding tax with reference to the income of employment within the 16th of the month following the date of delivery of Shares. To the extent that the withholding tax exceeds, totally or in part, the monthly cash payment paid to the Participant, the Participant must provide to their employer any shortfall.
5. **Securities law.** The Award of RSUs and of the Shares which are subject to the RSUs, may benefit from an exemption regarding the publication of a prospectus and from the accomplishment of the relevant regulatory filings under the Italian laws, provided that one or more of the following conditions are met:
- (i) The offering of Shares is addressed to a number of individuals fewer than 150; or

- (ii) The total consideration of each offer of the Shares in the European Union, calculated on a 12-month period, is lower than 8.000.000 Euro; or
  - (iii) The Shares are offered or assigned to directors, former directors, employees or former employees of the Italian subsidiary, provided that a document containing information on the number and type of shares, on reasons and details of the offer is made available to the addresses of the offer.
6. **Data privacy:** Personal data of the Participant will be processed, and transferred, pursuant to the Company associate privacy notice (referred to as the Privacy Policy).

#### NETHERLANDS

**Securities Law Notification:** Participant should be aware of Dutch insider-trading rules, which may impact the ability to sell Shares acquired under the Plan. In particular, Participant may be prohibited from effectuating certain transactions if Participant has insider information regarding the Company.

By accepting any RSUs granted hereunder and participating in the Plan, Participant acknowledges having read and understood this Securities Law Notification and further acknowledge that it is Participant's responsibility to comply with the following Dutch insider trading rules:

Under Article 5:56 of the Dutch Financial Supervision Act, anyone who has "inside information" related to the issuing company is prohibited from effectuating a transaction in securities in or from the Netherlands. "Inside information" is defined as knowledge of specific information concerning the issuing company to which the securities relate or the trade in securities issued by such company, which has not been made public, and which, if published, would reasonably be expected to affect the stock price, regardless of the development of the price. The insider could be any employee of an Affiliate in the Netherlands who has inside information as described herein.

Given the broad scope of the definition of inside information, certain employees of the Company working at an affiliate in the Netherlands (including persons eligible to participate in the Plan) may have inside information and, thus, would be prohibited from effectuating a transaction in securities in the Netherlands at a time when in possession of such inside information.

#### SINGAPORE

1. **Securities Law Information.** The Award of the RSU is being made in reliance of section 273(1)(i) of the Securities and Futures Act 2001 of Singapore ("SFA") for which it is exempt from the prospectus and registration requirements under the SFA.
2. **Director/CEO Notification Obligation.** If Participant is a director or chief executive officer (as applicable) of a company incorporated in Singapore which is related to the Company ("Singapore Company"), Participant is subject to certain disclosure / notification requirements under the Companies Act 1967 of Singapore. Among these requirements is an obligation to notify the Singapore Company in writing when Participant acquires an interest (such as shares, debentures, participatory interests, rights, options and contracts) in the Company (e.g., the RSU, the Shares or any other Award). In addition, Participant must notify the Singapore Company when Participant disposes of such interest in the Company (including when Participant sells Shares issued upon

vesting and maturity of the RSU). These notifications must be made within two business days of acquiring or disposing of any such interest in the Company. In addition, a notification of Participant's interests in the Company must be made within two business days of becoming a director or chief executive officer (as applicable). The same information must also be lodged with the registrar of companies in Singapore, namely the Accounting and Corporate Regulatory Authority, within two business days after any updates to the Singapore Company's register of registrable controllers.

3. **Taxation Information.** In the event that Participant should be granted an Award of the RSU in connection with Participant's employment in Singapore, any gains or profits enjoyed by Participant arising from the vesting of such RSU will be taxable in Singapore as part of Participant's employment remuneration regardless of when the RSU vests or where Participant is at the time the RSU vests. Participant may, however, be eligible to enjoy deferment of such taxes under incentive schemes operated by the Inland Revenue Authority of Singapore if the qualifying criteria relating thereto are met. Participant is advised to seek professional tax advice as to Participant's tax liabilities including, to the extent Participant is a foreigner, how such gains or profits aforesaid will be taxed at the time Participant ceases to work in Singapore.

All taxes (including income tax) arising from the award of any RSU or the vesting of any RSU thereon shall be borne by Participant.

Where Participant is a non-citizen of Singapore and about to leave employment with the Employer (as defined below), the Employer may be required under the Income Tax Act 1947 of Singapore to deduct or withhold taxes arising from the vesting of the RSU from Participant's emoluments. An amount equal to the tax amount required to be deducted or withheld will have to be so deducted or withheld by the Employer and paid to the Singapore tax authorities. Emoluments include income from gains or profits from any employment, which includes any wages, salary, leave pay, fee, commission, bonus, gratuity, perquisite or allowance (other than certain types of allowance) paid or granted in respect of the employment whether in money or otherwise, and any gains or profits, directly or indirectly, derived by any person from a right or benefit to acquire shares in any company where such right or benefit is obtained by reason of any office or employment held by him or her. "**Employer**" shall mean the Company, a Singapore subsidiary of the Company, other affiliated company or any other person paying such emoluments, whether on his or her account or on behalf of another person.]

#### SPAIN

1. **Grant Notice:** The following paragraphs are inserted immediately after the first paragraph of the Grant Notice:

No Entitlement for Claims or Compensation. The vesting of the RSU is expressly conditional upon Participant's continued and active rendering of services, such that the Participant's Termination of Service for any reason whatsoever may result in the RSU ceasing to vest immediately, in whole or in part, effective on the date of Participant's Termination of Service (unless otherwise specifically provided in the Agreement). This will be the case, for example, even if (1) Participant is considered to be unfairly dismissed without good cause; (2) Participant is dismissed for disciplinary or objective reasons or due to a collective dismissal; (3) the Termination of Service is due to a change of work location, duties or any other employment or contractual condition; (4) Participant

experiences a Termination of Service due to a unilateral breach of contract by the Company or a Subsidiary; or (5) Participant experiences a Termination of Service for any other reason whatsoever. Consequently, upon Participant's Termination of Service for any of the above reasons, Participant may automatically lose any rights to the Shares subject to the RSU that were not vested on the date of Participant's Termination of Service, as described in the Plan and the Agreement.

2. **Exchange Control Information:** Participant must declare the acquisition, ownership and sale of Shares to the *Dirección General de Política Comercial e Inversiones Exteriores* ("DGPCIE") of the *Ministerio de Economía* for statistical purposes. Participant must also declare the ownership of any Shares with the Directorate of Foreign Transactions each January while the Shares are owned. If Participant acquires the Shares through the use of a Spanish financial institution, that institution will automatically make the declaration to the DGPCIE for Participant; otherwise, Participant will be required make the declaration by filing the appropriate form with the DGPCIE. Generally, the declaration must be made in January for Shares acquired or sold during (or owned as of December 31 of) the prior year; however, if the value of Shares acquired or sold exceeds €1,502,530 (or Participant holds 10% or more of the shares capital of the Company or such other amount that would entitle Participant to join the Company's board of directors), the declaration must be filed within one month of the acquisition or sale, as applicable. In addition, if Participant wishes to import the share certificates into Spain, Participant must declare the importation of such securities to the DGPCIE.

When receiving foreign currency payments exceeding €50,000 derived from the ownership of Shares (e.g., dividends or sale proceeds), Participant must inform the financial institution receiving the payment of the basis upon which such payment is made. Upon prior request, Participant will need to provide the institution with the following information; Participant's name; address; and fiscal identification number; the name and corporate domicile of the Company; the amount of payment; the currency used; the country of origin; the reasons for the payment; and required information.

Further, to the extent that Participant holds assets (e.g., the RSU) outside of Spain with a value in excess of €20,000 (on a per-asset basis) as of December 31 each year, Participant will be required to report information on such rights and assets on Participant's tax return for such year.

Participant is solely responsible for complying with any exchange control or other reporting requirement that may apply to Participant as a result of participation in the Plan, the acquisition and/or sale of the Shares and/or the transfer of funds in connection with the RSU. Participant should consult Participant's legal advisor to confirm the current reporting requirements when Participant acquires Shares, sells Shares and/or transfers any funds related to the Plan to Spain.

3. **Securities Law Information:** The RSU described in the Agreement does not qualify under Spanish regulations as securities. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including the Appendix) has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and it does not constitute a public offering prospectus.

UAE

1. **Securities Law Information.** Participation in the Plan is being offered only to selected Participants and is in the nature of providing equity incentives to Participants in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such Participants and must not be delivered to, or relied on by, any other person. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If the Participant does not understand the contents of the Plan and the Agreement, the Participant should consult an authorized financial adviser. The Emirates Securities and Commodities Authority has no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

**COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION  
2023 INCENTIVE AWARD PLAN**

**RESTRICTED STOCK UNIT AWARD GRANT NOTICE**

Cognizant Technology Solutions Corporation, a Delaware corporation (the "Company"), pursuant to its 2023 Incentive Award Plan, as amended from time to time (the "Plan"), hereby grants to the holder listed below ("Participant") the number of Restricted Stock Units (the "RSUs") set forth below. The RSUs are subject to the terms and conditions set forth in this Restricted Stock Unit Award Grant Notice (this "Grant Notice"), the Restricted Stock Unit Award Agreement attached hereto as Exhibit A (the "Agreement") and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Grant Notice and the Agreement.

**Participant:**

**Grant Date:**

**Number of RSUs:**

**Type of Shares Issuable:**

**Vesting Schedule:**

**Settlement Schedule:**

To accept the Award of RSUs, Participant shall log into Participant's online brokerage account established at the Company-designated brokerage firm for Participant's Awards under the Plan and follow the procedure set forth on the brokerage firm's website to accept the terms of this Award. In addition, Participant shall cause his or her spouse, civil union partner or registered domestic partner, if any, to execute the spousal consent on such website. Currently, the Company-designated brokerage firm is **E\*TRADE** and the applicable website is [www.etrade.com](http://www.etrade.com).

If Participant fails to follow the procedure set forth in the preceding paragraph, and does not notify the Company within 30 days following the Grant Date that Participant does not wish to accept the Award of RSUs, then Participant will be deemed to have accepted the Award of RSUs, and agreed to be bound by the terms of the Plan, this Grant Notice and the Agreement.

By Participant's acceptance of this Award of RSUs, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and this Grant Notice. Participant has reviewed the Agreement, the Plan and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of this Grant Notice, the Agreement and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

**COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION**

By:  
Print Name:  
Title:

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**EXHIBIT A**

**TO RESTRICTED STOCK UNIT AWARD GRANT NOTICE**

**RESTRICTED STOCK UNIT AWARD AGREEMENT**

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant the number of RSUs set forth in the Grant Notice.

**ARTICLE I.**

**GENERAL**

1.1 Incorporation of Terms of Plan and Grant Notice. The RSUs are subject to the terms and conditions set forth in this Agreement, the Grant Notice and the Plan, each of which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

**ARTICLE II.**

**AWARD OF RESTRICTED STOCK UNITS AND DIVIDEND EQUIVALENTS**

2.1 Award of RSUs and Dividend Equivalents

(a) In consideration of Participant's past and/or continued employment with or service to any member of the Company and its Subsidiaries (the "Company Group") (each such member, a "Company Group Member") and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the "Grant Date"), the Company has granted to Participant the number of RSUs set forth in the Grant Notice, upon the terms and conditions set forth in the Grant Notice, the Plan and this Agreement, subject to adjustment as provided in Section 12.2 of the Plan. Each RSU represents the right to receive one Share. However, unless and until the RSUs have vested, Participant will have no right to the payment of any Shares subject thereto. Prior to the actual delivery of any Shares, the RSUs will represent an unsecured obligation of the Company, payable only from the general assets of the Company.

(b) The Company hereby grants to Participant an Award of Dividend Equivalents with respect to each RSU granted pursuant to the Grant Notice for all ordinary and extraordinary cash dividends that are paid to all or substantially all holders of the outstanding Shares with a record date that occurs between the Grant Date and the date when the applicable Share underlying the RSU is distributed to Participant or is forfeited or expires. The Dividend Equivalents for each RSU shall have a value equal to the amount of cash that is paid as a dividend on one Share. The Dividend Equivalents shall be credited to a book account for Participant in the form of cash unless the Administrator determines to cause the Dividend Equivalents to be reinvested in additional RSUs as of the date of payment of any such dividend based on the Fair Market Value of a Share on such date. The Dividend Equivalents and any amounts that may become payable in respect thereof shall be treated separately from the RSUs and the rights arising in connection therewith for purposes of Section 409A.

2.2 Vesting of RSUs and Dividend Equivalents

(a) Subject to Participant's continued employment with or service to a Company Group Member on each applicable vesting date and subject to Section 3.8 and Section 3.15, the RSUs shall vest in such amounts and at such times as are set forth in the Grant Notice. Any Dividend

Equivalents provided pursuant to Section 2.1(b) hereof shall vest whenever the underlying RSU to which such Dividend Equivalents relate vests.

(b) Unless otherwise determined by the Administrator or as set forth in a written agreement between Participant and the Company, any RSUs and Dividend Equivalents that have not become vested on or prior to the date of Participant's Termination of Service (including, without limitation, pursuant to any employment or similar agreement by and between Participant and the Company) shall be forfeited on the date of Participant's Termination of Service and shall not thereafter become vested.

### 2.3 Distribution or Payment of RSUs and Dividend Equivalents

(a) Participant's RSUs (including any Dividend Equivalents reinvested in RSUs) shall be distributed in Shares (either in book-entry form or otherwise) and any Dividend Equivalents credited in the form of cash shall be distributed in cash, in each case on the applicable settlement date specified for the applicable RSU as set forth in the Grant Notice or as soon thereafter as administratively practicable, but in no event later than the close of the calendar year in which such date occurs. Notwithstanding the foregoing, the Company may delay a distribution or payment in settlement of RSUs if it reasonably determines that such payment or distribution will violate Federal securities laws or any other Applicable Law, *provided* that such distribution or payment shall be made at the earliest date at which the Company reasonably determines that the making of such distribution or payment will not cause such violation, as required by Proposed Treasury Regulation Section 1.409A-1(b)(4)(ii), and *provided further* that no payment or distribution shall be delayed under this Section 2.3(a) if such delay will result in a violation of Section 409A.

(b) All distributions of Shares shall be made by the Company in the form of whole Shares, and to the extent that the total number of Shares to be issued in connection with any distribution would otherwise result in a fractional Share, such total number of Shares shall be rounded down to the next whole Share and the number of Shares to be issued in connection with the final settlement date set forth in the Grant Notice shall equal, subject to the rounding convention described in this Section 2.3(b), the excess of (i) the total number of Shares underlying Participant's RSUs over (ii) the whole number of Shares issued in connection with prior settlement dates.

2.4 Conditions to Issuance of Certificates. The Company shall not be required to issue or deliver any certificate or certificates for any Shares or to cause any Shares to be held in book-entry form prior to the fulfillment of all of the following conditions: (a) the admission of the Shares to listing on all stock exchanges on which such Shares are then listed, (b) the completion of any registration or other qualification of the Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or other governmental regulatory body, that the Administrator shall, in its absolute discretion, deem necessary or advisable, and (c) the obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable.

### 2.5 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) The Company Group has the authority to deduct or withhold, or require Participant to remit to the applicable Company Group Member, an amount sufficient to satisfy any applicable federal, state, local and foreign taxes required by Applicable Law to be withheld with respect to any taxable event arising pursuant to this Agreement. The Company Group may withhold or Participant may make such payment in one or more of the forms specified below:

- (i) by cash or check made payable to the Company Group Member with respect to which the withholding obligation arises;

(ii) by the deduction of such amount from any cash payments payable pursuant to the Dividend Equivalents or any other compensation payable to Participant;

(iii) with respect to any withholding taxes arising in connection with the distribution of the RSUs, until such time as the Company provides Participant with written or electronic notice that such method of withholding taxes is not permitted, by withholding a net number of Shares otherwise issuable pursuant to the RSUs having a fair market value (as determined by the Company in accordance with applicable law) not exceeding the amount necessary to satisfy the withholding obligation of the Company Group based on the maximum statutory withholding rates in Participant's applicable jurisdictions for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income;

(iv) with respect to any withholding taxes arising in connection with the distribution of the RSUs, with the consent of the Administrator, by tendering to the Company vested Shares held for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences and having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company Group based on the maximum statutory withholding rates in Participant's applicable jurisdictions for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income;

(v) with respect to any withholding taxes arising in connection with the distribution of the RSUs, through the delivery of a notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to Shares then issuable to Participant pursuant to the RSUs, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company Group Member with respect to which the withholding obligation arises in satisfaction of such withholding taxes; *provided* that payment of such proceeds is then made to the applicable Company Group Member at such time as may be required by the Administrator, but in any event not later than the settlement of such sale; or

(vi) in any combination of the foregoing.

(b) With respect to any withholding taxes arising in connection with the RSUs or the Dividend Equivalents, in the event Participant fails to provide timely payment of all sums required pursuant to Section 2.5(a), the Company shall have the right and option, but not the obligation, to treat such failure as an election by Participant to satisfy all or any portion of Participant's required payment obligation pursuant to Section 2.5(a)(ii) or Section 2.5(a)(iii) above, or any combination of the foregoing as the Company may determine to be appropriate. The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the RSUs to, or to cause any such Shares to be held in book-entry form by, Participant or his or her legal representative, or to pay to Participant any cash with respect to any Dividend Equivalents, unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes applicable with respect to the taxable income of Participant resulting from the vesting or settlement of the RSUs, the payment of any cash with respect to the Dividend Equivalents or any other taxable event related to the RSUs or the Dividend Equivalents.

(c) In the event any tax withholding obligation arising in connection with the RSUs will be satisfied under Section 2.5(a)(iii), then the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of Shares from those Shares then issuable to Participant pursuant to the RSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the tax withholding obligation and to remit the proceeds of such sale to the Company Group Member with respect to which the withholding obligation arises. Participant's acceptance of this Award constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 2.5(c), including the transactions described in the previous sentence, as applicable. The Company

may refuse to issue any Shares in settlement of the RSUs to Participant until the foregoing tax withholding obligations are satisfied, *provided* that no payment shall be delayed under this Section 2.5(c) if such delay will result in a violation of Section 409A.

(d) Participant is ultimately liable and responsible for, and, to the extent permitted by Applicable Law, agrees to indemnify and keep indemnified the Company Group from, all taxes and social security or national insurance contributions owed in connection with the RSUs and any Dividend Equivalents (including the grant or vesting of the RSUs or Dividend Equivalents or the acquisition or disposal of any Shares), regardless of any action any Company Group Member takes with respect to any tax withholding obligations that arise in connection with the RSUs or the Dividend Equivalents. Participant shall pay any taxes or other amounts that are required by the laws of a jurisdiction in which Participant is subject to taxation to be paid by the Company Group with respect to the grant, vesting or settlement of the RSUs or Dividend Equivalents or the issuance of Shares or cash thereunder, to the extent those taxes or other amounts are permitted to be passed through to the Participant under Applicable Law. No Company Group Member makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the RSUs or Dividend Equivalents or the subsequent sale of Shares. The Company Group does not commit and is under no obligation to structure the RSUs or Dividend Equivalents to reduce or eliminate Participant's tax liability.

2.6 Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars and delivered to Participant (including through electronic delivery to a brokerage account). Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares.

### ARTICLE III.

#### OTHER PROVISIONS

3.1 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice and this Agreement as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice or this Agreement.

3.2 RSUs and Dividend Equivalents Not Transferable. The RSUs and the Dividend Equivalents may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, unless and until the Shares underlying the RSUs have been issued, and all restrictions applicable to such Shares have lapsed. The RSUs may not be hedged, including (without limitation) any short sale or any acquisition or disposition of any put or call option or other instrument tied to the value of the RSUs or the underlying Shares. None of the RSUs, the Dividend Equivalents or any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence.

Notwithstanding the foregoing, with the consent of the Administrator, the RSUs and the Dividend Equivalents may be transferred to Permitted Transferees pursuant to any conditions and procedures the Administrator may require; *provided* that the RSUs and the Dividend Equivalents may not be transferred for value or consideration. Participant may direct the Company to record the ownership of any Shares underlying the RSUs that vest and become issuable hereunder in the name of a revocable living trust established for the exclusive benefit of Participant or Participant and his or her spouse. Participant may make such a beneficiary designation or ownership directive at any time by filing the appropriate form with the Administrator.

3.3 Adjustments. The Administrator may accelerate the vesting of all or a portion of the RSUs or Dividend Equivalents in such circumstances as it, in its sole discretion, may determine. Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 12.2 of the Plan.

3.4 Notices. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be delivered electronically through the procedure set forth on the website maintained by the Company-designated brokerage firm for Awards under the Plan or in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Participant shall be delivered electronically or in writing addressed to Participant at the most recent address on file with the Company for Participant. All notices shall be deemed effective upon personal or electronic delivery or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

3.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.6 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.7 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws, including, without limitation, the provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the RSUs and Dividend Equivalents are granted and may be settled, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan, the Grant Notice and this Agreement shall be deemed amended to the extent necessary to conform to Applicable Law.

3.8 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided* that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the RSUs or the Dividend Equivalents in any material way without the prior written consent of Participant.

3.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 3.2 and the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

3.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the RSUs, the Grant Notice and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 under the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an employee or other service provider of any Company Group Member or shall interfere with or restrict in any way the rights of the Company Group, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between a Company Group Member and Participant.

3.12 Acknowledgment of Nature of Plan and RSUs. In accepting the RSUs, Participant acknowledges that:

(a) the Award of the RSUs (and the Shares subject to the RSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) the Company is making under the Plan is unilateral and discretionary and will not give rise to any future obligation on the Company to make further Awards under the Plan to the Participant;

(b) for labor law purposes, subject to Applicable Law, the RSUs (and the Shares subject to the RSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for any Company Group Member or any affiliate thereof;

(c) Participant is voluntarily participating in the Plan;

(d) the RSUs (and the Shares subject to the RSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are not intended to replace any pension rights or compensation;

(e) none of the RSUs, the Dividend Equivalents or any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with any Company Group Member or any affiliate thereof, and any modification of the Plan or this Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment;

(f) the future value of the underlying Shares is unknown and cannot be predicted with certainty. If the RSUs vest and Participant obtains Shares, the value of the Shares acquired may increase or decrease in value; and

(g) in consideration of the grant of the RSUs hereunder, no claim or entitlement to compensation or damages arises from termination of the RSUs, and no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from termination of Participant's employment by any Company Group Member or any affiliate thereof (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases each Company Group Member from any such claim that may arise; if, notwithstanding the foregoing, any such

claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim.

3.13 Consent to Personal Data Processing and Transfer. By acceptance of the RSUs, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company Group holds certain personal information, including Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in Participant's favor, for the purpose of managing and administering the Plan ("Data"). Participant is aware that providing the Company with Participant's Data is necessary for the performance of this Agreement and that Participant's refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect Participant's ability to participate in the Plan. The Company Group will transfer Data to third parties in the course of its or their business, including for the purpose of assisting the Company in the implementation, administration and management of the Plan. However, from time to time and without notice, the Company Group may retain additional or different third parties for any of the purposes mentioned. The Company Group may also make Data available to public authorities where required under Applicable Law. Such recipients may be located in the jurisdiction which Participant is based or elsewhere in the world, which Participant separately and expressly consents to, accepting that outside the jurisdiction which Participant is based, data protection laws may not be as protective as within. Participant hereby authorizes the Company Group and all such third parties to receive, possess, use, retain, process and transfer Data, in electronic or other form, in the course of the Company Group's business, including for the purposes of implementing, administering and managing participation in the Plan, and including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of Participant to a third party to whom Participant may have elected to have payment made pursuant to the Plan. Participant understands that he or she may request a list with the names and addresses of any potential recipients of Data by contacting Participant's local human resources representative. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local human resources representative; however, withdrawing the consent may affect Participant's ability to participate in the Plan and receive the benefits intended by these RSUs. Data will only be held as long as necessary to implement, administer and manage Participant's participation in the Plan and any subsequent claims or rights.

3.14 Entire Agreement. The Plan, the Grant Notice and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

3.15 Section 409A. The parties hereto acknowledge and agree that, to the extent applicable, this Agreement shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines that any amounts payable hereunder will be immediately taxable to Participant under Section 409A, the Company reserves the right to (without any obligation to do so or to indemnify Participant for failure to do so) (i) adopt such amendments to this Agreement or adopt such other policies and procedures (including amendments, policies and procedures with retroactive effect) that it determines to be necessary or appropriate to preserve the intended tax treatment of the benefits provided by this Agreement, to preserve the economic benefits of this Agreement and to avoid less favorable accounting or tax consequences for the Company and/or (ii) take such other actions it determines to be necessary or appropriate to exempt the amounts payable hereunder from Section 409A or to comply with the requirements of Section 409A and thereby avoid the application of penalty taxes thereunder. Notwithstanding anything herein to the contrary, in no event shall any liability for failure to comply with the requirements of Section 409A be transferred from Participant or any other individual to the Company or any of its affiliates, employees or agents pursuant to the terms of this Agreement or otherwise. Notwithstanding any provision to the contrary in this Agreement: (i) no amount that constitutes

nonqualified deferred compensation (within the meaning of Section 409A) shall be payable hereunder upon a Termination of Service unless the Termination of Service constitutes a "separation from service" within the meaning of Section 1.409A-1(h) of the Department of Treasury regulations; and (ii) for purposes of Section 409A, Participant's right to receive any installment payments hereunder shall be treated as a right to receive a series of separate and distinct payments. Notwithstanding any provision to the contrary in this Agreement, if Participant is deemed at the time of the Participant's separation from service to be a "specified employee" for purposes of Section 409A, to the extent delayed distribution of any of the Shares or cash to which Participant is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such Shares or cash shall not be provided to Participant prior to the earlier of (x) the expiration of the six-month period measured from the date of Participant's "separation from service" with the Company (within the meaning of Section 409A) or (y) the date of Participant's death; upon the earlier of such dates, all distributions of Shares or cash deferred pursuant to this sentence shall be paid in a lump sum to Participant, and any remaining distributions of Shares or cash due under this Agreement shall be paid as otherwise provided herein. The determination of whether Participant is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of Participant's separation from service shall be made by the Company in accordance with the terms of Section 409A (including, without limitation, Section 1.409A-1(i) of the Department of Treasury regulations and any successor provision thereto).

3.16 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

3.17 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs and Dividend Equivalents.

3.18 Broker-Assisted Sales. In the event of any broker-assisted sale of Shares in connection with the payment of withholding taxes as provided in Section 2.5(a)(v) or Section 2.5(c): (a) any Shares to be sold through a broker-assisted sale will be sold on the day the tax withholding obligation arises or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (c) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the proceeds of such sale exceed the applicable tax withholding obligation, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (e) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable tax withholding obligation; and (f) in the event the proceeds of such sale are insufficient to satisfy the applicable tax withholding obligation, Participant agrees to pay immediately upon demand to the Company Group Member with respect to which the withholding obligation arises an amount in cash sufficient to satisfy any remaining portion of the applicable Company Group Member's withholding obligation.

3.19 Non-U.S. Additional Terms. Notwithstanding the foregoing terms and conditions of this Award, Participant acknowledges that applicable law (including but not limited to rules or regulations governing securities, foreign ownership, foreign exchange, tax, labor or other matters of any jurisdiction in which Participant may be residing or working at the time of grant of or while holding this Award) may prevent or restrict the issuance of Shares under this Award, and neither the Company nor any Subsidiary or affiliate assumes any liability in relation to this Award or any Restricted Stock Units or Shares in such case. Participant also acknowledges that applicable law may subject Participant to additional procedural

or regulatory requirements that Participant is and will be solely responsible for and must fulfill. For the avoidance of doubt, if any provision of the Grant Notice, this Agreement or the Foreign Appendix, if applicable, is not lawful in the jurisdiction in which Participant may be residing or working at the time of grant of or while holding this Award, then such provision will not apply to this Award, subject to Section 3.16.

3.20 Clawback. The RSUs, any Shares distributed in settlement of the RSUs, any proceeds from the sale of Shares distributed in settlement of the RSUs and any payments in respect of the Dividend Equivalents will be subject to the provisions of any clawback policy implemented by the Company, including, without limitation, any clawback policy adopted to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder or any other applicable law, whether or not such clawback policy was in place on the Grant Date.

\* \* \* \*

**COGNIZANT TECHNOLOGY SOLUTIONS CORPORATION  
2023 INCENTIVE AWARD PLAN**

**DEFERRED STOCK UNIT AWARD GRANT NOTICE**

Cognizant Technology Solutions Corporation, a Delaware corporation (the "Company"), pursuant to its 2023 Incentive Award Plan, as amended from time to time (the "Plan"), hereby grants to the holder listed below ("Participant") the number of deferred Restricted Stock Units (the "Deferred Stock Units" or "DSUs") set forth below. The DSUs are subject to the terms and conditions set forth in this Deferred Stock Unit Award Grant Notice (this "Grant Notice"), the Deferred Stock Unit Award Agreement attached hereto as Exhibit A (the "Agreement") and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Grant Notice and the Agreement.

**Participant:**

**Grant Date:**

**Number of DSUs:**

**Type of Shares Issuable:**

**Vesting Schedule:**

**Settlement Schedule:**

To accept the Award of DSUs, Participant shall log into Participant's online brokerage account established at the Company-designated brokerage firm for Participant's Awards under the Plan and follow the procedure set forth on the brokerage firm's website to accept the terms of this Award. In addition, Participant shall cause his or her spouse, civil union partner or registered domestic partner, if any, to execute the spousal consent on such website. Currently, the Company-designated brokerage firm is **E\*TRADE** and the applicable website is [www.etrade.com](http://www.etrade.com).

If Participant fails to follow the procedure set forth in the preceding paragraph, and does not notify the Company within 30 days following the Grant Date that Participant does not wish to accept the Award of DSUs, then Participant will be deemed to have accepted the Award of DSUs, and agreed to be bound by the terms of the Plan, this Grant Notice and the Agreement.

By Participant's acceptance of this Award of DSUs, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and this Grant Notice. Participant has reviewed the Agreement, the Plan and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of this Grant Notice, the Agreement and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

**COGNIZANT TECHNOLOGY SOLUTIONS  
CORPORATION**

By:

Print Name:

Title:

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**EXHIBIT A**

**TO DEFERRED STOCK UNIT AWARD GRANT NOTICE**

**DEFERRED STOCK UNIT AWARD AGREEMENT**

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant the number of DSUs set forth in the Grant Notice.

**ARTICLE I.**

**GENERAL**

1.1 Incorporation of Terms of Plan and Grant Notice. The DSUs are subject to the terms and conditions set forth in this Agreement, the Grant Notice and the Plan, each of which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

**ARTICLE II.**

**AWARD OF DEFERRED STOCK UNITS AND DIVIDEND EQUIVALENTS**

2.1 Award of DSUs and Dividend Equivalents

(a) In consideration of Participant's past and/or continued employment with or service to any member of the Company and its Subsidiaries (the "Company Group") (each such member, a "Company Group Member") and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the "Grant Date"), the Company has granted to Participant the number of DSUs set forth in the Grant Notice, upon the terms and conditions set forth in the Grant Notice, the Plan and this Agreement, subject to adjustment as provided in Section 12.2 of the Plan. Each DSU represents the right to receive one Share. Prior to the actual delivery of any Shares, the DSUs will represent an unsecured obligation of the Company, payable only from the general assets of the Company.

(b) The Company hereby grants to Participant an Award of Dividend Equivalents with respect to each DSU granted pursuant to the Grant Notice for all ordinary and extraordinary cash dividends that are paid to all or substantially all holders of the outstanding Shares with a record date that occurs between the Grant Date and the date when the applicable Share underlying the DSU is distributed to Participant. The Dividend Equivalents for each DSU shall have a value equal to the amount of cash that is paid as a dividend on one Share. The Dividend Equivalents shall be credited to a book account for Participant in the form of cash unless the Administrator determines to cause the Dividend Equivalents to be reinvested in additional DSUs as of the date of payment of any such dividend based on the Fair Market Value of a Share on such date. The Dividend Equivalents and any amounts that may become payable in respect thereof shall be treated separately from the DSUs and the rights arising in connection therewith for purposes of Section 409A.

2.2 Vesting of DSUs and Dividend Equivalents

(a) The DSUs shall be immediately vested in full as of the Grant Date. Any Dividend Equivalents provided pursuant to Section 2.1(b) hereof shall be immediately vested in full as of the date such Dividend Equivalent is credited.

### 2.3 Distribution or Payment of DSUs and Dividend Equivalents

(a) Participant's DSUs (including any Dividend Equivalents reinvested in DSUs) shall be distributed in Shares (either in book-entry form or otherwise) and any Dividend Equivalents credited in the form of cash shall be distributed in cash, in each case on the applicable settlement date specified for the applicable DSU as set forth in the Grant Notice or as soon thereafter as administratively practicable, but in no event later than the close of the calendar year in which such date occurs. Notwithstanding the foregoing, the Company may delay a distribution or payment in settlement of DSUs if it reasonably determines that such payment or distribution will violate Federal securities laws or any other Applicable Law, *provided* that such distribution or payment shall be made at the earliest date at which the Company reasonably determines that the making of such distribution or payment will not cause such violation, as required by Proposed Treasury Regulation Section 1.409A-1(b)(4)(ii), and *provided further* that no payment or distribution shall be delayed under this Section 2.3(a) if such delay will result in a violation of Section 409A.

(b) All distributions of Shares shall be made by the Company in the form of whole Shares, and to the extent that the total number of Shares to be issued in connection with any distribution would otherwise result in a fractional Share, such total number of Shares shall be rounded down to the next whole Share and the number of Shares to be issued in connection with the final settlement date set forth in the Grant Notice shall equal, subject to the rounding convention described in this Section 2.3(b), the excess of (i) the total number of Shares underlying Participant's DSUs over (ii) the whole number of Shares issued in connection with prior settlement dates.

2.4 Conditions to Issuance of Certificates. The Company shall not be required to issue or deliver any certificate or certificates for any Shares or to cause any Shares to be held in book-entry form prior to the fulfillment of all of the following conditions: (a) the admission of the Shares to listing on all stock exchanges on which such Shares are then listed, (b) the completion of any registration or other qualification of the Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or other governmental regulatory body, that the Administrator shall, in its absolute discretion, deem necessary or advisable, and (c) the obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable.

### 2.5 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) The Company Group has the authority to deduct or withhold, or require Participant to remit to the applicable Company Group Member, an amount sufficient to satisfy any applicable federal, state, local and foreign taxes required by Applicable Law to be withheld with respect to any taxable event arising pursuant to this Agreement. The Company Group may withhold or Participant may make such payment in one or more of the forms specified below:

- (i) by cash or check made payable to the Company Group Member with respect to which the withholding obligation arises;
  - (ii) by the deduction of such amount from any cash payments payable pursuant to the Dividend Equivalents or any other compensation payable to Participant;
  - (iii) with respect to any withholding taxes arising in connection with the distribution of the DSUs, until such time as the Company provides Participant with written or electronic notice that such method of withholding taxes is not permitted, by withholding a net number of Shares otherwise issuable pursuant to the DSUs having a fair market value (as determined by the Company in accordance with applicable law) not exceeding the amount necessary to satisfy the withholding obligation of the Company Group based on the maximum statutory withholding rates in Participant's applicable jurisdictions for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income;
  - (iv) with respect to any withholding taxes arising in connection with the distribution of the DSUs, with the consent of the Administrator, by tendering to the Company vested Shares held for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences and having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company Group based on the maximum statutory withholding rates in Participant's applicable jurisdictions for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income;
  - (v) with respect to any withholding taxes arising in connection with the distribution of the DSUs, through the delivery of a notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to Shares then issuable to Participant pursuant to the DSUs, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company Group Member with respect to which the withholding obligation arises in satisfaction of such withholding taxes; *provided* that payment of such proceeds is then made to the applicable Company Group Member at such time as may be required by the Administrator, but in any event not later than the settlement of such sale; or
  - (vi) in any combination of the foregoing.
- (b) With respect to any withholding taxes arising in connection with the DSUs or the Dividend Equivalents, in the event Participant fails to provide timely payment of all sums required pursuant to Section 2.5(a), the Company shall have the right and option, but not the obligation, to treat such failure as an election by Participant to satisfy all or any portion of Participant's required payment obligation pursuant to Section 2.5(a)(ii) or Section 2.5(a)(iii) above, or any combination of the foregoing as the Company may determine to be appropriate. The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the DSUs to, or to cause any such Shares to be held in book-entry form by, Participant or his or her legal representative, or to pay to Participant any cash with respect to any Dividend Equivalents, unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes applicable with respect to the taxable income of Participant resulting from the settlement of the DSUs, the

payment of any cash with respect to the Dividend Equivalents or any other taxable event related to the DSUs or the Dividend Equivalents.

(c) In the event any tax withholding obligation arising in connection with the DSUs will be satisfied under Section 2.5(a)(iii), then the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of Shares from those Shares then issuable to Participant pursuant to the DSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the tax withholding obligation and to remit the proceeds of such sale to the Company Group Member with respect to which the withholding obligation arises. Participant's acceptance of this Award constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 2.5(c), including the transactions described in the previous sentence, as applicable. The Company may refuse to issue any Shares in settlement of the DSUs to Participant until the foregoing tax withholding obligations are satisfied, *provided* that no payment shall be delayed under this Section 2.5(c) if such delay will result in a violation of Section 409A.

(d) Participant is ultimately liable and responsible for, and, to the extent permitted by Applicable Law, agrees to indemnify and keep indemnified the Company Group from, all taxes and social security or national insurance contributions owed in connection with the DSUs and any Dividend Equivalents (including the grant of the DSUs or Dividend Equivalents or the acquisition or disposal of any Shares), regardless of any action any Company Group Member takes with respect to any tax withholding obligations that arise in connection with the DSUs or the Dividend Equivalents. Participant shall pay any taxes or other amounts that are required by the laws of a jurisdiction in which Participant is subject to taxation to be paid by the Company Group with respect to the grant or settlement of the DSUs or Dividend Equivalents or the issuance of Shares or cash thereunder, to the extent those taxes or other amounts are permitted to be passed through to the Participant under Applicable Law. No Company Group Member makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding or payment of the DSUs or Dividend Equivalents or the subsequent sale of Shares. The Company Group does not commit and is under no obligation to structure the DSUs or Dividend Equivalents to reduce or eliminate Participant's tax liability.

2.6 Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars and delivered to Participant (including through electronic delivery to a brokerage account). Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares.

### ARTICLE III.

#### OTHER PROVISIONS

3.1 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice and this Agreement and to adopt such rules for the administration, interpretation and application of

the Plan, the Grant Notice and this Agreement as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice or this Agreement.

3.2 DSUs and Dividend Equivalents Not Transferable. The DSUs and the Dividend Equivalents may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, unless and until the Shares underlying the DSUs have been issued, and all restrictions applicable to such Shares have lapsed. The DSUs may not be hedged, including (without limitation) any short sale or any acquisition or disposition of any put or call option or other instrument tied to the value of the DSUs or the underlying Shares. None of the DSUs, the Dividend Equivalents or any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence. Notwithstanding the foregoing, with the consent of the Administrator, the DSUs and the Dividend Equivalents may be transferred to Permitted Transferees pursuant to any conditions and procedures the Administrator may require; *provided* that the DSUs and the Dividend Equivalents may not be transferred for value or consideration. Participant may direct the Company to record the ownership of any Shares underlying the DSUs that become issuable hereunder in the name of a revocable living trust established for the exclusive benefit of Participant or Participant and his or her spouse. Participant may make such a beneficiary designation or ownership directive at any time by filing the appropriate form with the Administrator.

3.3 Adjustments. Participant acknowledges that the DSUs and the Shares subject to the DSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 12.2 of the Plan.

3.4 Notices. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be delivered electronically through the procedure set forth on the website maintained by the Company-designated brokerage firm for Awards under the Plan or in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Participant shall be delivered electronically or in writing addressed to Participant at the most recent address on file with the Company for Participant. All notices shall be deemed effective upon personal or electronic delivery or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

3.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.6 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.7 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws, including, without limitation, the provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the DSUs and Dividend Equivalents are granted and may be settled, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan, the Grant Notice and this Agreement shall be deemed amended to the extent necessary to conform to Applicable Law.

3.8 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided* that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the DSUs or the Dividend Equivalents in any material way without the prior written consent of Participant.

3.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 3.2 and the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

3.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the DSUs, the Grant Notice and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 under the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an employee or other service provider of any Company Group Member or shall interfere with or restrict in any way the rights of the Company Group, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between a Company Group Member and Participant.

3.12 Acknowledgment of Nature of Plan and DSUs. In accepting the DSUs, Participant acknowledges that:

(a) the Award of the DSUs (and the Shares subject to the DSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) the Company is making under the Plan is

unilateral and discretionary and will not give rise to any future obligation on the Company to make further Awards under the Plan to the Participant;

(b) for labor law purposes, subject to Applicable Law, the DSUs (and the Shares subject to the DSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for any Company Group Member or any affiliate thereof;

(c) Participant is voluntarily participating in the Plan;

(d) the DSUs (and the Shares subject to the DSUs) and the Dividend Equivalents (and any cash subject to the Dividend Equivalents) are not intended to replace any pension rights or compensation;

(e) none of the DSUs, the Dividend Equivalents or any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with any Company Group Member or any affiliate thereof, and any modification of the Plan or this Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment;

(f) the future value of the underlying Shares is unknown and cannot be predicted with certainty. The value of the Shares underlying the DSUs may increase or decrease in value; and

(g) in consideration of the grant of the DSUs hereunder, no claim or entitlement to compensation or damages arises from termination of the DSUs, and no claim or entitlement to compensation or damages shall arise from forfeiture of the DSUs resulting from termination of Participant's employment by any Company Group Member or any affiliate thereof (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases each Company Group Member from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim.

3.13 Consent to Personal Data Processing and Transfer. By acceptance of the DSUs, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company Group holds certain personal information, including Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in Participant's favor, for the purpose of managing and administering the Plan ("Data"). Participant is aware that providing the Company with Participant's Data is necessary for the performance of this Agreement and that Participant's refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect Participant's ability to participate in the Plan. The Company

Group will transfer Data to third parties in the course of its or their business, including for the purpose of assisting the Company in the implementation, administration and management of the Plan. However, from time to time and without notice, the Company Group may retain additional or different third parties for any of the purposes mentioned. The Company Group may also make Data available to public authorities where required under Applicable Law. Such recipients may be located in the jurisdiction which Participant is based or elsewhere in the world, which Participant separately and expressly consents to, accepting that outside the jurisdiction which Participant is based, data protection laws may not be as protective as within. Participant hereby authorizes the Company Group and all such third parties to receive, possess, use, retain, process and transfer Data, in electronic or other form, in the course of the Company Group's business, including for the purposes of implementing, administering and managing participation in the Plan, and including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of Participant to a third party to whom Participant may have elected to have payment made pursuant to the Plan. Participant understands that he or she may request a list with the names and addresses of any potential recipients of Data by contacting Participant's local human resources representative. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local human resources representative; however, withdrawing the consent may affect Participant's ability to participate in the Plan and receive the benefits intended by these DSUs. Data will only be held as long as necessary to implement, administer and manage Participant's participation in the Plan and any subsequent claims or rights.

3.14 Entire Agreement. The Plan, the Grant Notice and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

3.15 Section 409A. The parties hereto acknowledge and agree that, to the extent applicable, this Agreement shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines that any amounts payable hereunder will be immediately taxable to Participant under Section 409A, the Company reserves the right to (without any obligation to do so or to indemnify Participant for failure to do so) (i) adopt such amendments to this Agreement or adopt such other policies and procedures (including amendments, policies and procedures with retroactive effect) that it determines to be necessary or appropriate to preserve the intended tax treatment of the benefits provided by this Agreement, to preserve the economic benefits of this Agreement and to avoid less favorable accounting or tax consequences for the Company and/or (ii) take such other actions it determines to be necessary or appropriate to exempt the amounts payable hereunder from Section 409A or to comply with the requirements of Section 409A and thereby avoid the application of penalty taxes thereunder. Notwithstanding anything herein to the contrary, in no event shall any liability for failure to comply with the requirements of Section 409A be transferred from Participant or any other individual to the Company or any of its affiliates, employees or agents pursuant to the terms of this Agreement or otherwise. Notwithstanding any provision to the contrary in this Agreement: (i) no amount that constitutes nonqualified deferred compensation (within the meaning of Section 409A) shall be payable hereunder upon a Termination of Service unless the Termination of Service constitutes a "separation from service" within the meaning of Section 1.409A-1(h) of the Department of Treasury regulations; and (ii) for purposes of Section 409A, Participant's right to receive any installment payments hereunder shall be

treated as a right to receive a series of separate and distinct payments. Notwithstanding any provision to the contrary in this Agreement, if Participant is deemed at the time of the Participant's separation from service to be a "specified employee" for purposes of Section 409A, to the extent delayed distribution of any of the Shares or cash to which Participant is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such Shares or cash shall not be provided to Participant prior to the earlier of (x) the expiration of the six-month period measured from the date of Participant's "separation from service" with the Company (within the meaning of Section 409A) or (y) the date of Participant's death; upon the earlier of such dates, all distributions of Shares or cash deferred pursuant to this sentence shall be paid in a lump sum to Participant, and any remaining distributions of Shares or cash due under this Agreement shall be paid as otherwise provided herein. The determination of whether Participant is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of Participant's separation from service shall be made by the Company in accordance with the terms of Section 409A (including, without limitation, Section 1.409A-1(i) of the Department of Treasury regulations and any successor provision thereto).

3.16 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

3.17 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the DSUs and Dividend Equivalents.

3.18 Broker-Assisted Sales. In the event of any broker-assisted sale of Shares in connection with the payment of withholding taxes as provided in Section 2.5(a)(v) or Section 2.5(c): (a) any Shares to be sold through a broker-assisted sale will be sold on the day the tax withholding obligation arises or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (c) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the proceeds of such sale exceed the applicable tax withholding obligation, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (e) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable tax withholding obligation; and (f) in the event the proceeds of such sale are insufficient to satisfy the applicable tax withholding obligation, Participant agrees to pay immediately upon demand to the Company Group Member with respect to which the withholding obligation arises an amount in cash sufficient to satisfy any remaining portion of the applicable Company Group Member's withholding obligation.

3.19 Non-U.S. Additional Terms. Notwithstanding the foregoing terms and conditions of this Award, Participant acknowledges that applicable law (including but not limited to rules or regulations

governing securities, foreign ownership, foreign exchange, tax, labor or other matters of any jurisdiction in which Participant may be residing or working at the time of grant of or while holding this Award) may prevent or restrict the issuance of Shares under this Award, and neither the Company nor any Subsidiary or affiliate assumes any liability in relation to this Award or any Deferred Stock Units or Shares in such case. Participant also acknowledges that applicable law may subject Participant to additional procedural or regulatory requirements that Participant is and will be solely responsible for and must fulfill. For the avoidance of doubt, if any provision of the Grant Notice, this Agreement or the Foreign Appendix, if applicable, is not lawful in the jurisdiction in which Participant may be residing or working at the time of grant of or while holding this Award, then such provision will not apply to this Award, subject to Section 3.16.

3.20 Clawback. The DSUs, any Shares distributed in settlement of the DSUs, any proceeds from the sale of Shares distributed in settlement of the DSUs and any payments in respect of the Dividend Equivalents will be subject to the provisions of any clawback policy implemented by the Company, including, without limitation, any clawback policy adopted to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder or any other applicable law, whether or not such clawback policy was in place on the Grant Date.

\* \* \* \*



# Insider Trading Policy

## Introduction

Federal and state securities laws make it illegal for anyone to trade in a company's securities while in possession of Material Nonpublic Information (as defined below) relating to that company. This conduct is referred to as "insider trading" and may result in civil or criminal penalties, including imprisonment, for violations.

The Board of Directors (the "**Board**") of Cognizant Technology Solutions Corporation (including its direct and indirect subsidiaries, "**Cognizant**" or the "**Company**") has adopted this policy (the "**Policy**") and the procedures set forth herein to (1) help prevent insider trading, (2) assist the Company's associates, including employees, officers, Board members, and such other persons that the Company may also determine should be subject to the Policy, such as contractors and consultants who have access to the Company's Material Nonpublic Information (all of the individuals described above are referred to collectively in this Policy as "**Associates**"), in complying with their obligations under U.S. federal and state securities laws, and (3) preserve the reputation and integrity of the Company as well as that of all persons affiliated with it. Associates are individually responsible for understanding and complying with this Policy.

Questions regarding this Policy should be directed to the Trading Compliance Group (as defined below).

## Scope

This Policy applies to all transactions in securities, including common stock, restricted stock, restricted stock units ("**RSUs**"), performance stock units ("**PSUs**"), options and warrants to purchase common stock and any other debt or equity securities that may be issued from time to time, such as bonds, preferred stock and convertible debentures, as well as to derivative securities and other instruments that provide the economic equivalent of ownership or a direct or indirect opportunity to profit from any change in the value of securities, whether or not issued by the Company, including, for example, exchange-traded options (collectively, "**Securities**") of the Company (such Securities, "**Cognizant Securities**").

This Policy also applies to transactions (including gifts) in the stock or other Securities of the Company's customers, vendors or other suppliers, preexisting or prospective contract counterparties and other business partners known to an Associate (collectively, "**Business Partners**") when an Associate or any Affiliated Person (as defined below) is aware of Material Nonpublic Information about such Business Partner as a result of the individual's employment or relationship with the Company.

It applies to all Associates as well as to (1) the family members and other individuals who live in the same household with Associates and any family members who do not live in the same household but whose Securities transactions are directed by or subject to the influence or control of Associates ("**Family Members**"); and (2) all entities (including investment funds, trusts, retirement plans, partnerships and corporations) controlled or managed by an Associate or a Family Member (together with Family Members, "**Affiliated Persons**").

## Translations

Chinese (Simplified)  
English  
French Canada  
French France  
German (Germany)  
Japanese  
Polish  
Portuguese  
Spanish (Latin America)

## Key Definitions

For the definitions of capitalized terms used in this Policy and its Appendices, see *Appendix A*.

## Appendices

- Appendix A – Key Definitions
- Appendix B – Special Trading Procedures for Restricted Insiders
- Appendix C – SEC Rule 10b5-1 Trading Plan Guidelines

## Related Policies and Resources

- Whistleblower & Non-Retaliation Policy
- Code of Ethics
- Cognizant's Ethics & Compliance Helpline
- Trading Compliance Group - Be.Cognizant page
- FAQs

All references in this Policy to “you” should be read to include all of your Affiliated Persons. As further explained under Former Associates below, this Policy continues to apply to such persons for a period of time after an Associate leaves the Company.

**To avoid even the appearance of impropriety, this Policy also imposes specific black-out period and pre-clearance procedures on members of the Board, officers and certain other designated Associates who receive or have access to Material Nonpublic Information regarding the Company and/or are subject to the reporting provisions and trading restrictions of Section 16 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”).**

## Guiding Principles

Through your work at Cognizant, you may from time to time learn of Material Nonpublic Information about Cognizant or its Business Partners (as described above). Anyone who has knowledge of Material Nonpublic Information may be considered an “insider” for purposes of securities laws in the United States and elsewhere. You have an obligation to ensure that you and your Affiliated Persons do not trade on or “tip” to others such Material Nonpublic Information. You are responsible for complying with, and ensuring your Affiliated Persons comply with, the following:

- **You and your Affiliated Persons may not trade on the basis of Material Nonpublic Information at any time.** You may not, at any time, buy, sell or engage in any other transaction (including gifts) involving Cognizant Securities if you are aware of Material Nonpublic Information about Cognizant. The same prohibition applies to Securities of any Business Partner when you are aware of Material Nonpublic Information about such Business Partner obtained in the course of your work for Cognizant. (See, however, Certain Exceptions below.)

Once Material Nonpublic Information about Cognizant (or such Business Partner) has been disclosed generally to the investing public in a manner that complies with applicable securities laws (e.g., by a press release or in a report filed with the U.S. Securities and Exchange Commission (the “SEC”)) and the investing public has been given time to absorb and act on the information, you (and your Affiliated Persons) may then buy, sell or engage in other transactions in such Securities in accordance with the terms of this Policy. As a general rule, information should not be considered fully absorbed by the investing public until market close (4:00 pm U.S. Eastern Time) on the second full trading day following the release of such information.

For purposes of this Policy:

- References to “trading” and “transactions” include, among other things:
  - purchases and sales of Securities in public markets; and
  - making gifts of Securities.
- Conversely, references to “trading” and “transactions” do not include
  - the delivery of shares upon vesting/settlement of equity awards issued under Cognizant’s incentive compensation plans, including restricted stock, RSUs and/or PSUs;
  - transferring Securities to an entity that does not involve a change in the beneficial ownership of the Securities (for example, transferring Securities from one brokerage account to another brokerage that you control);
  - sales of Securities as a selling stockholder in a registered public offering, in accordance with applicable securities laws; and
  - any purchase of Cognizant Securities from the Company or sales of Cognizant Securities to the Company in accordance with applicable U.S. federal and state securities laws.
- References to “**Material Nonpublic Information**” include any information that (i) could reasonably be expected to affect the market price of a company’s Securities, or (ii) a reasonable investor would

consider important in making a decision to purchase, hold or sell a company's Securities, which has not been disclosed generally to the investing public in a manner that complies with applicable securities laws (e.g., by a press release or in a report filed with the SEC). Both positive and negative information may be material. There is no bright-line standard for assessing materiality; rather, materiality is based on an assessment of all facts and circumstances, and it is often evaluated by enforcement authorities with the benefit of hindsight. Although it is not possible to list all types of material information, the following are examples of the types of information that are particularly sensitive and may be regarded as material:

- forecasts, budgets or projections of future revenues, earnings or losses, or other financial guidance (such as operating margins) about a company or a significant part of a company's business, or changes in such projections;
  - earnings, revenue or other financial results, especially quarterly and year-end results;
  - substantial changes in a company's management or Board;
  - potential restatements of a company's financial statements, changes in auditors, auditor notification that a company may no longer rely on an auditor's audit report and issues with a company's or the auditor's assessments of a company's internal controls;
  - significant pending or proposed mergers, acquisitions, tender offers, joint ventures or dispositions of significant assets or operations;
  - significant actual or threatened litigation, regulatory action or governmental investigations or major developments in such matters;
  - significant cybersecurity breaches;
  - significant changes in operations;
  - significant developments regarding products, services, customers, suppliers, orders, contracts or financing sources (e.g., the acquisition or loss of a significant contract or customer);
  - changes in dividend policy, declarations of stock splits, stock repurchases or public or private sales of additional Securities;
  - changes in debt ratings or analyst upgrades or downgrades of an issuer or one of its Securities;
  - significant changes in accounting treatment, write-offs or effective tax rate;
  - potential defaults under a company's credit agreements or indentures, or the existence of material liquidity deficiencies; and
  - pending or actual bankruptcies, receiverships or financial liquidity problems.
- **You and your Affiliated Persons may not trade if you are subject to a Trading Black-Out.** To reduce the risk of insider trading and the appearance of potential insider trading, Restricted Insiders (as defined below) and their Affiliated Persons are prohibited from buying, selling or engaging in any other transaction (including gifts) involving Cognizant Securities, regardless of whether they are aware of Material Nonpublic Information, during the periods leading up to the Company's quarterly announcements of its financial results or during any special periods as designated by the Company. As discussed in Appendix B, at any time you are a Restricted Insider (including due to the application of any special Trading Black-Out (as defined below)), your Affiliated Persons are also considered Restricted Insiders automatically subject to the same trading restrictions. (See Trading Black-Outs and Certain Exceptions below.)
  - **You and your Affiliated Persons may not tip Material Nonpublic Information at any time.** You and your Affiliated Persons may not at any time, even outside of Trading Black-Outs, disclose, or "tip", Material Nonpublic Information to another person or make any recommendations about trading Cognizant Securities when you (or your Affiliated Person) are aware of Material Nonpublic Information about Cognizant. The same prohibitions apply in respect of any Business Partner's Securities when you (or your Affiliated Person) are aware of Material Nonpublic Information about such Business Partner that you obtained in the course of your work for or other

relationship with Cognizant. If the person receiving such information were to then trade, you may be liable even if you do not receive a benefit from the trade. Individuals with whom a person has a history, pattern or practice of sharing confidences—such as family members, close friends and financial and personal counselors—may be presumed to act on the basis of information known to that person; therefore, special care should be taken so that Material Nonpublic Information is not disclosed to such individuals. This Policy does not restrict legitimate business communications to other Associates who require the information in order to perform their business duties.

- **You and your Affiliated Persons may not engage in short sales, buying or selling of puts or calls, or certain other derivative trading transactions with respect to Cognizant Securities.** You and your Affiliated Persons may not at any time engage in any of the following prohibited transactions involving Cognizant Securities due to such activities posing a heightened risk of insider trading, having the potential to lead to inadvertent violations of insider trading laws or creating an inappropriate conflict of interest:
  - (i) short sales (selling Cognizant Securities that you do not own);
  - (ii) buying or selling Cognizant options, including puts or calls;
  - (iii) buying or selling any derivative Cognizant Securities or Securities that provide the economic equivalent of ownership of any Cognizant Securities or an opportunity, direct or indirect, to profit from any change in the value of Cognizant Securities;
  - (iv) holding Cognizant Securities as collateral in a margin account and/or pledging Cognizant Securities as collateral for a loan; or
  - (v) transactions in financial instruments, such as prepaid variable forward contracts, equity swaps, collars, and exchange funds, or otherwise engaging in transactions that hedge or offset, or are designed to hedge or offset, any increase or decrease in the market value of the Company's equity (including with respect to Cognizant Securities in any Rule 10b5-1 Trading Plan).

In addition, if you are a Restricted Insider, you and your Affiliated Persons may not engage in short-term trading with respect to Cognizant Securities (generally defined as selling Cognizant Securities within six months following a purchase).

## Trading Black-Outs

To ensure compliance with this Policy and applicable U.S. federal and state securities laws, and to avoid even the appearance of trading on the basis of inside information, the Company requires that Restricted Insiders, because of their potential access to the Company's internal financial statements or other Material Nonpublic Information regarding the Company's performance during annual and quarterly fiscal periods, and Affiliated Persons of Restricted Insiders, refrain from conducting transactions involving Cognizant Securities during the Trading Black-Outs established below. As discussed in Appendix B, at any time you are a Restricted Insider (including due to the application of any special Trading Black-Out), your Affiliated Persons are also considered Restricted Insiders automatically subject to the same trading restrictions.

Trading windows are not "safe harbors" that ensure compliance with securities laws. Even if a Trading Black-Out is not in effect, you may not trade in Cognizant Securities if you are aware of Material Nonpublic Information about the Company. All Associates remain responsible for their and their Affiliated Persons' trades and should use good judgment at all times. In addition, Associates and their Affiliated Persons subject to the Company's pre-clearance policy (described in Appendix B – Special Trading Procedures for Restricted Insiders) must pre-clear transactions in Cognizant Securities even if they are initiated when a Trading Black-Out is not in effect.

### (i) Quarterly Black-Outs

Unless otherwise notified by the Trading Compliance Group, there will be four Trading Black-Out periods each year with respect to Cognizant Securities, which start and end as follows:

**Start:** After market close (4:00 pm U.S. Eastern Time) on the last trading day that is at least 15 days before the end of the then-current quarter.

**End:** After market close (4:00 pm U.S. Eastern Time) on the second full trading day following the Company's public announcement of its quarterly or annual earnings.

Typically these dates are as follows:

**Quarterly Trading Black-Out for Earnings Announcement for...**

	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4/FYE</b>
<b>Start*</b>	March 16	June 15	September 15	December 16
<b>End</b>	early May	early August	early November	early February

\* If this date is on a weekend or holiday where the markets are closed, the Trading Black-Out will begin after market close on the last trading day before such date.

**(ii) Special Black-Outs**

In addition to the quarterly Trading Black-Outs described above, the Company may announce "special" Trading Black-Outs with respect to Cognizant Securities from time to time. Typically, this will occur when there are nonpublic developments that would be considered material for insider trading law purposes, such as, among other things, developments relating to regulatory proceedings or a major corporate transaction. Depending on the circumstances, a "special" Trading Black-Out may apply to all Restricted Insiders or only a specific group of Restricted Insiders and other Associates with knowledge of the matter that had resulted in the imposition of the special Trading Black-Out. The Trading Compliance Group or the Company's Trading Compliance Officer (as defined below) will provide written notice to Restricted Insiders and other Associates that are subject to a "special" Trading Black-Out. Any person made aware of the existence of a "special" Trading Black-Out should not disclose the existence of the Trading Black-Out to any other person other than the Company's Trading Compliance Officer or an Alternate Trading Compliance Officer (as defined below). The failure of the Company to designate a person as being subject to a "special" Trading Black-Out will not relieve that person of the obligation not to trade in Cognizant Securities while aware of Material Nonpublic Information.

**(iii)** As used in this Policy, the term "**Trading Black-Outs**" shall mean all quarterly Trading Black-Outs described in section (i) above and all "special" Trading Black-Outs imposed by the Company pursuant to section (ii) above, in each case with respect to Cognizant Securities.

## Certain Exceptions

The following limited situations constitute exceptions from the prohibitions on trading (1) while you are aware of Material Nonpublic Information about Cognizant or (2) while subject to a Trading Black-Out. **Note that these exceptions do not permit you to make decisions to buy or sell Securities, including Cognizant shares you received from your participation in the Company's Employee Stock Purchase Plan ("ESPP") or through RSUs/PSUs, in the open market while you are subject to a Trading Black-Out or in possession of Material Nonpublic Information.**

- **Restricted Stock, RSUs, PSUs or Similar Securities.** The prohibitions on trading do not apply to the withholding by the Company of shares of restricted stock or shares underlying restricted stock units, performance stock units or similar Cognizant Securities issued or granted under the Company's stock incentive plans upon vesting to satisfy applicable tax withholding requirements if (i) such withholding is required by the applicable plan or award agreement or (ii) the election to exercise such tax withholding right was previously validly made by the plan participant.
- **ESPP.** The prohibitions on trading do not apply to purchases of Company stock in the ESPP resulting from your periodic contribution of money to the ESPP pursuant to the election you made at the time of your enrollment in the ESPP. However, you may not sell Cognizant Securities issued by Cognizant purchased pursuant to the ESPP while you are subject to any Trading Black-Out or at a time when you or your Affiliated Persons are in possession of Material Nonpublic Information about Cognizant or Cognizant Securities.

- **Qualified Domestic Relations Order.** This Policy does not apply to situations where Securities are required to be transferred pursuant to a qualified domestic relations order as defined in Section 414(p) of the Internal Revenue Code or Title I of the Employee Retirement Income Security Act.
- **Approved Pre-Planned Trading Programs.** The prohibitions on trading do not apply to purchases and sales of Cognizant Securities that are effectuated pursuant to a Rule 10b5-1 Trading Plan that (i) was entered into during a period when you (or your Affiliated Person) are not subject to a Trading Black-Out and at a time when you and your Affiliated Persons were not in possession of Material Nonpublic Information concerning Cognizant, (ii) complies with the requirements of Appendix C - SEC Rule 10b5-1 Trading Plan Guidelines, and (iii) has been approved in advance, in writing, by the Trading Compliance Group. (See Appendix C - SEC 10b5-1 Trading Guidelines.)

## Former Associates

If your service, employment, or relationship with the Company is terminated while you are subject to a Trading Black-Out, the prohibitions contained in this Policy will continue to apply to you and your Affiliated Persons until such Trading Black-Out is over. In addition, if you are aware of Material Nonpublic Information about Cognizant or a Business Partner obtained through your employment or other relationship with Cognizant, the prohibitions contained in this Policy continue to apply to you and your Affiliated Persons until such time as such information is no longer material (i.e., a reasonable investor would no longer consider it important in making a decision to trade) or, if there is a public release of such information (e.g., the Company or Business Partner discloses the information in a press release), until after market close on the second full trading day following such public release.

## Restricted Insiders

The following persons (collectively, "**Restricted Insiders**") are subject to the additional restrictions contained in Appendix B – Special Trading Procedures for Restricted Insiders, including mandatory preclearance of trades:

- Board members and the Company's "officers" as defined by Rule 16a-1(f) under the Exchange Act ("**Section 16 Officers**") of Cognizant;
- members of the Company's executive committee ("**EC**"), executive leadership team and disclosure committee;
- certain designated senior members of the legal, investor relations, corporate communications and financial planning departments;
- certain designated chiefs of staff, executive assistants and others affiliated with the individuals set out in (i) through (iii) above; and
- certain other employees who may be notified from time to time by the Trading Compliance Group that they are Restricted Insiders.

## Company Transactions

From time to time, the Company may engage in transactions in its own Securities. It is the Company's policy to take all appropriate steps to comply with applicable U.S. federal and state securities laws and regulations, as well as applicable stock exchange listing standards when the Company engages in transactions in Cognizant Securities.

## Disciplinary Consequences/Reporting Violations

If you trade on Material Nonpublic Information (or tip such inside information to others who trade), you could be subject to severe civil and criminal penalties, including imprisonment, under securities laws in the United States and elsewhere. Subject to local laws and regulations, a violation of this Policy could also result in disciplinary action, up to and including termination. If you are aware of a violation of this Policy, you have an obligation to report it to the Company. As stated in Cognizant's Whistleblower and Non-Retaliation Policy, Cognizant does not tolerate retaliation against any individual who submits a good faith report of a violation or possible violation of law, the Core Values and Code of Ethics, or other Cognizant policies.

To report a possible violation of this Policy, visit Cognizant's Compliance Helpline (a secure and confidential reporting system) at: [www.cognizant.com/compliance-helpline](http://www.cognizant.com/compliance-helpline). Do not attempt to resolve uncertainties on your own and do not trade if you are uncertain until you have received guidance from the Trading Compliance Group.

## Trading Compliance Group

The "**Trading Compliance Group**" is comprised of the individuals responsible for administering the Policy. The Trading Compliance Group may be contacted at [\\*\\*\\*@cognizant.com](mailto:***@cognizant.com). If for any reason you are unable to contact the Trading Compliance Group or have a matter that you do not feel is appropriate to send to the Trading Compliance Group, you may contact the Trading Compliance Officer directly. In addition, if you do not feel you can discuss a matter with the Trading Compliance Officer, you may contact one or more of the Alternate Trading Compliance Officers.

The Trading Compliance Group consists of the following individuals:

- (i) A "**Trading Compliance Officer**" designated by the Chief Executive Officer of the Company who shall be the General Counsel of the Company or a senior attorney in the legal department experienced in U.S. federal securities laws.
- (ii) Two or more "**Alternate Trading Compliance Officers**" who shall be (1) senior members of the legal or finance departments of the Company designated by the Chief Executive Officer of the Company and (2) if appointed by the General Counsel, one or more attorneys in the Legal Department experienced in U.S. federal securities laws.
- (iii) Members of the Company's legal department designated by the Trading Compliance Officer.

See the Trading Compliance Group - Be.Cognizant page for information on the current Trading Compliance Officer, Alternate Trading Compliance Officers, and members of the Company's legal department designated by the Trading Compliance Officer.

The Trading Compliance Officer oversees the Trading Compliance Group's review and approval or prohibition of proposed trades by Restricted Insiders and Rule 10b5-1 Trading Plans. In addition, in the absence or unavailability of the Trading Compliance Officer, any Alternate Trading Compliance Officer may act in his or her place. The Trading Compliance Officer may consult with other members of Company management and/or outside legal counsel and will receive approval for his or her own trades from an Alternate Trading Compliance Officer. The Alternate Trading Compliance Officers and other members of the Trading Compliance Group will receive approval for their own trades from the Trading Compliance Officer or, in the absence of unavailability of the Trading Compliance Officer, from another Alternate Trading Compliance Officer.

## Questions

Please contact the Trading Compliance Group at [\\*\\*\\*@cognizant.com](mailto:***@cognizant.com) with any questions regarding this Policy. Helpful materials and additional contact information are also provided on the Trading Compliance Page on Be.Cognizant.

**"Affiliated Persons":** See page 1.

**"Alternate Trading Compliance Officers":** See page 7.

**"Associates":** See page 1.

**"Board":** See page 1.

**"Business Partner":** See page 1.

**"Cognizant":** See page 1.

**"Cognizant Securities":** See page 1.

**"Company":** See page 1.

**"EC":** See page 6.

**"ESPP":** See page 5.

**"Exchange Act":** See page 2.

**"Family Members":** See page 1.

**"Material Nonpublic Information":** See page 2.

**"Policy":** See page 1.

**"Procedures":** See Appendix B – Special Trading Procedures for Restricted Insiders.

**"PSUs":** See page 1.

**"Restricted Insiders":** See page 6.

**"RSUs":** See page 1.

**"Rule 10b5-1":** See Appendix C – SEC Rule 10b5-1 Trading Plan Guidelines.

**"Rule 10b5-1 Trading Plan":** See Appendix C – SEC Rule 10b5-1 Trading Plan Guidelines. Any Rule 10b5-1 Trading Plan adopted by an Associate must comply with the provisions of Appendix C – SEC Rule 10b5-1 Trading Plan Guidelines.

**"SEC":** See page 2.

**"Section 16 Officers":** See page 6.

**"Section 16 Persons":** See Appendix B – Special Trading Procedures for Restricted Insiders.

**"Securities":** See page 1.

**"Stock Transaction Request":** See Appendix B – Special Trading Procedures for Restricted Insiders.

**"Trading Black-Out":** See page 5.



## Appendix A – Key Definitions

**"Trading Compliance Group":** See page 7.

**"Trading Compliance Officer":** See page 7.



## Appendix B – Special Trading Procedures for Restricted Insiders

### Scope

These Special Trading Procedures (the "**Procedures**") are applicable only to Restricted Insiders of the Company as defined on page 6 of the Policy. Associates who qualify or have been designated as Restricted Insiders will have been asked by the Trading Compliance Group to sign the Restricted Insider Acknowledgement contained in Exhibit A below.

For the definitions of other capitalized terms used but not defined in this Appendix B, see Appendix A to the Policy above.

### Restrictions Applicable to All Restricted Insiders

The following additional restrictions are applicable to all Restricted Insiders:

#### Acknowledgment

Restricted Insiders must sign and return the acknowledgment contained in Exhibit A to this Appendix B upon notification by the Trading Compliance Group that they qualify or have been designated as a Restricted Insider.

#### Mandatory Pre-Clearance of Transactions

Restricted Insiders and their Affiliated Persons must receive pre-clearance from the Trading Compliance Group prior to executing any transactions in Cognizant Securities, even when the Associate is not subject to a Trading Black-Out.

No Restricted Insider (or Restricted Insider's Affiliated Person) may engage in any transaction in Cognizant Securities until:

1. He or she has notified the Trading Compliance Group of the amount and nature of the proposed transaction(s) using the form of email set forth in Exhibit B or other written notification containing the information required by such form (a "**Stock Transaction Request**");
2. He or she has certified to the Trading Compliance Group in writing prior to the proposed transaction(s) that: (a) he or she is not in possession of Material Nonpublic Information concerning the Company; (b) to his or her best knowledge, the proposed transaction(s) do(es) not violate the trading restrictions of Section 16 of the Exchange Act, or Rule 144 of the Securities Act of 1933, as amended; and (c) he or she is not purchasing any Cognizant Securities on margin or engaging in any other transaction in contravention of the Policy or these Procedures; and
3. He or she has received approval of the transaction(s) in writing from the Trading Compliance Group. Such approval may be given via electronic mail.

These procedures do not apply to the exceptions to the Policy listed under "**Certain Exceptions**":

A Stock Transaction Request should be submitted to the Trading Compliance Group via email at \*\*\*@cognizant.com **at least two business days in advance** of the proposed transaction. If the Trading Compliance Group grants pre-clearance, the transaction must be executed within the time period specified in the notice granting such pre-clearance or such earlier time as notified by the Trading Compliance Group.

If the requestor becomes aware of Material Nonpublic Information concerning Cognizant before the transaction is executed, the pre-clearance shall be void and the transaction must not be completed. If a transaction is not completed within the period specified by the pre-clearance, the transaction must be approved again before it may be executed.

The Trading Compliance Group does not assume the responsibility for, and approval from the Trading Compliance Group does not protect the Restricted Insider from, the consequences of prohibited insider trading or other violations of law. Restricted Insiders are advised that members of the Trading Compliance Group may be legal counsel to the Company and, in any event, are not counsel to the Restricted Insider or their Affiliated Persons. In addition, approval is not a guarantee that a Restricted Insider's or their Affiliated Person's transaction will not be subject to challenge by third parties or governmental authorities.

The Trading Compliance Group may reject any transaction request at their sole reasonable discretion. From time to time, an event may occur that is material to the Company and is known by only a few members of senior management and/or the Board. So long as the event remains material and nonpublic, the Trading Compliance Group may determine not to approve any transactions in Cognizant Securities. If a Restricted Insider or a Restricted Insider's Affiliated Person requests pre-clearance to engage in a transaction in Cognizant Securities during the pendency of such an event, the Trading Compliance Group may reject the request without disclosing the reason. When a transaction request is rejected, Restricted Insiders and their Affiliated Persons must not disclose that fact to others.

## Restrictions Applicable only to Board Members and Section 16 Officers

The following additional restrictions are applicable only to Board members and Section 16 Officers (collectively, "**Section 16 Persons**"):

### Section 16 Reporting Obligations and Short-Swing Transaction Limitations

Section 16 Persons must comply with (i) the reporting obligations set forth in Section 16 of the Exchange Act (i.e., any transactions in Cognizant Securities by such persons, including transactions effected pursuant to a Rule 10b5-1 Trading Plan or acquisitions of stock pursuant to employee benefit plans, that constitute a change of ownership generally must be reported within two (2) business days to the SEC) and (ii) the short-swing transactions limitations set forth in Section 16(b) of the Exchange Act.

In order to facilitate the required filings with the SEC, Section 16 Persons must report any transactions in Cognizant Securities to the Trading Compliance Group by sending an email to the Form 4 Team (**\*\*\*@cognizant.com**) **on the same day on which such a transaction occurs**. This requirement may be satisfied by sending (or having such **Section 16 Person's** broker send) a written copy of confirmations of trades to the Trading Compliance Group. Each report such person makes to the Trading Compliance Group should include the following:

- date of the transaction;
- quantities of shares purchased or sold (details by individual lot/transaction);
- price at which such shares were purchased or sold;
- broker-dealer through which the transaction was effectuated; and
- details of any equity grants that were used to effect the transaction, if applicable.

Compliance by Section 16 Persons with these requirements is imperative given the short timeframe in which reports are due under Section 16 of the Exchange Act. The sanctions for noncompliance with the Section 16 reporting



## Appendix B – Special Trading Procedures for Restricted Insiders

deadline include mandatory disclosure in the Company's proxy statement for the next annual meeting of stockholders, as well as possible civil or criminal sanctions for chronic or egregious violators.

Section 16 Persons are also reminded that they are "affiliates" of the Company under Rule 144 of the Exchange Act and are required to file a Form 144 with the SEC prior to the execution of any trade, and they will remain subject to the "affiliate" provisions of Rule 144 for 90 days after they cease to be an "affiliate" of the Company.

### Questions

Please contact the Trading Compliance Group at [\\*\\*\\*@cognizant.com](mailto:***@cognizant.com) with any questions regarding these Trading Procedures or the Policy. Helpful materials and additional contact information are also provided on the Trading Compliance Page on Be.Cognizant.



## Appendix B – Special Trading Procedures for Restricted Insiders

Exhibit A to Appendix B

### RESTRICTED INSIDER ACKNOWLEDGMENT

I hereby acknowledge that I have read, that I understand, and that I agree to comply with, the Insider Trading Policy (the “**Policy**”) and the Special Trading Procedures Applicable to Restricted Insiders (the “**Procedures**”) of Cognizant Technology Solutions Corporation (including its direct and indirect subsidiaries, the “**Company**”). I acknowledge that I have been notified that I am a “**Restricted Insider**” as defined in the Policy and therefore subject to the additional restrictions applicable to Restricted Insiders as described in the Procedures. I further acknowledge and agree that I am responsible for ensuring compliance with the Policy and the Procedures by all of my Affiliated Persons (as defined in the Policy). I also understand and agree that I will be subject to sanctions, potentially including termination of employment, that may be imposed by the Company, in its sole discretion, for violation of the Policy or the Procedures, and that the Company may give stop-transfer and other instructions to the Company’s transfer agent against the transfer of any Cognizant Securities (each as defined in the Policy) in a transaction that the Company considers to be in contravention of the Policy or the Procedures.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Appendix B – Special Trading Procedures for Restricted Insiders

Exhibit B to Appendix B

### Form of Email Requesting Transaction Clearance

Send Email To: \*\*\*@cognizant.com

Subject: Request for Transaction Clearance

Pursuant to the Insider Trading Policy (the "**Policy**") and the Special Trading Procedures for Restricted Insiders (the "**Procedures**") of Cognizant Technology Solutions Corporation (including its direct and indirect subsidiaries, the "**Company**"), as a Restricted Insider (as defined in the Policy) I hereby notify the Company of my intent to transact in Securities of the Company as indicated below and request trade pre-clearance as required by the Procedures:

Transaction Type:	<b>[Open market sale][Open market purchase][Other]</b>
Intended Transaction Date:	<b>[Insert intended trade date]</b>
Number of Shares:	<b>[Insert number of shares]</b>
Brokerage:	<b>[Insert name of brokerage firm]</b>
Other:	<b>[Insert any other relevant transaction details]</b>

By sending this email, I hereby certify that (1) I am not in possession of any Material Nonpublic Information (as defined in the Policy) concerning the Company or Cognizant Securities (as defined in the Policy), (2) to the best of my knowledge, the proposed transaction(s) listed above does not violate the trading restrictions of Section 16 of the Securities Exchange Act of 1934, as amended, or Rule 144 under the Securities Act of 1933, as amended, and (3) I am not purchasing any Cognizant Securities on margin or engaging in any other transaction in contravention of the Policy or Procedures. I understand that, if I trade while possessing such information or in violation of such trading restrictions, I may be subject to severe civil and/or criminal penalties, and may be subject to discipline by the Company, including termination.

## Overview

**This Appendix C is typically not applicable to Associates, as generally only Restricted Insiders will enter into Rule 10b5-1 Trading Plans.**

Rule 10b5-1 promulgated under the Exchange Act ("**Rule 10b5-1**"), provides an affirmative defense from insider trading liability under the U.S. federal securities laws for trading plans that meet certain requirements (a "**Rule 10b5-1 Trading Plan**"). Transactions in Cognizant Securities effected pursuant to a pre-approved Rule 10b5-1 Trading Plan will not be subject to the Trading Black-Outs (as described in the Policy) or pre-clearance procedures contained in Appendix B to the Policy above.

For the definitions of capitalized terms used but not defined in this Appendix C, see Appendix A to the Policy above.

## Procedures

If you or any of your Affiliated Persons wish to enter into a Rule 10b5-1 Trading Plan, you must contact the Trading Compliance Group. Any Rule 10b5-1 Trading Plan must:

- be entered into during a period when you are not subject to any Trading Black-Out and at a time when you (and your Affiliated Persons) are not in possession of Material Nonpublic Information concerning Cognizant or Cognizant Securities;
- be in writing, signed, and either:
  - specify the amount, price and date of the sales (or purchases) of Cognizant Securities to be effected;
  - provide a formula, algorithm or computer program for determining when to sell (or purchase) Cognizant Securities, the quantity to sell (or purchase) and the price; or
  - delegate decision-making authority with regard to these transactions to a broker or other agent without any Material Nonpublic Information about the Company or Cognizant Securities.

For the avoidance of doubt, no person entering into a Rule 10b5-1 Trading Plan may subsequently influence how, when, or whether to effect purchases or sales with respect to the Securities subject to an approved and adopted Rule 10b5-1 Trading Plan;

- be entered into in good faith and not as part of a plan or scheme to evade the prohibitions of Rules 10b-5 and 10b5-1 under the Exchange Act, and, further, the person entering into the Rule 10b5-1 Trading Plan must act in good faith with respect to the Rule 10b5-1 Trading Plan for the entirety of its duration;
- in the case of Section 16 Persons and their Affiliated Persons, include a certification that the person adopting the plan is (1) not aware of any Material Nonpublic Information about the Company or Cognizant Securities; and (2) adopting the Rule 10b5-1 Trading Plan in good faith and not as part of a plan or scheme to evade the prohibition of Rule 10b-5 under the Exchange Act.

- not begin trading until the expiration of a cooling-off period as follows:
  - For Section 16 Persons (as well as their Affiliated Persons) and members of the EC, the later of (1) two business days following the filing of the Company's Form 10-Q or Form 10-K for the completed fiscal quarter in which the Rule 10b5-1 Trading Plan was adopted and (2) 90 calendar days after adoption of the Rule 10b5-1 Trading Plan; provided, however, that the required cooling-off period shall in no event exceed 120 days; or
  - For other Associates and their Affiliated Persons, 30 days after adoption of the Rule 10b5-1 Trading Plan;
- be submitted to the Trading Compliance Group for review as early as possible in advance of the proposed effective date, as no further action will be permitted until such review is complete; and
- be approved in advance, in writing, by the Trading Compliance Officer or an Alternate Trading Compliance Officer.

Neither you nor your Affiliated Persons may enter into overlapping Rule 10b5-1 Trading Plans, or enter into more than one Rule 10b5-1 Trading Plan designed to effect the open-market purchase or sale of the total amount of Cognizant Securities as a single transaction during any rolling 12-month period, each subject to certain exceptions. A single-transaction plan is "designed to effect" the purchase or sale of Securities as a single transaction when the terms of the plan would, for practical purposes, directly or indirectly require execution in a single transaction.

Restricted Insiders should remain mindful that transactions executed pursuant to any Rule 10b5-1 Trading Plan remain subject to the reporting requirements described under the caption "Section 16 Reporting Obligations and Short-Swing Transaction Limitations" in Appendix B – Special Trading Procedures for Restricted Insiders.

In addition, Associates (and their Affiliated Persons) who enter into a Rule 10b5-1 Trading Plan are discouraged from modifying or terminating such plans. If, however, you (or your Affiliated Person) desire to modify or terminate any such Rule 10b5-1 Trading Plan, any such modification or termination must:

- be entered into during a period when you (or your Affiliated Person) are not subject to any Trading Black-Out and at a time when you and your Affiliated Persons are not in possession of Material Nonpublic Information concerning Cognizant or Cognizant Securities;
- be submitted to the Trading Compliance Group for review as early as possible in advance of the proposed effective date, as no further action will be permitted until such review is complete; and
- be approved in advance, in writing, by the Trading Compliance Officer or an Alternate Trading Compliance Officer.

Modifications to Rule 10b5-1 Trading Plans must comply with the requirements for adopting a Rule 10b5-1 Trading Plan described above, including the cooling-off period.



## Appendix C – SEC Rule 10b5-1 Trading Plan Guidelines

As noted above, you should present the Trading Compliance Group with a copy of any proposed Rule 10b5-1 Trading Plan or modification or termination of any such plan (whether on your behalf or on behalf of one of your Affiliated Persons) as far in advance as is reasonably practicable prior to the proposed effective date, as no action will be permitted until such review is complete, and the amount of time required to complete such review may be difficult to predict in advance. The Trading Compliance Officer or any Alternate Trading Compliance Officer may (1) approve a Rule 10b5-1 Trading Plan or modification of any such plan or (2) refuse to approve a Rule 10b5-1 Trading Plan or modification of any such plan as he or she deems appropriate, including, without limitation, if he or she determines that such plan does not satisfy the requirements of Rule 10b5-1, is not consistent with the spirit and purpose of Rule 10b5-1 (including as a result of prior plans or modifications) or does not serve a sufficiently compelling or appropriate purpose. In addition, in certain circumstances, the Company may recommend the use of a Rule 10b5-1 Trading Plan.

Although you are required to submit Rule 10b5-1 Trading Plans and any modifications or terminations of any such plans (whether on your behalf or on behalf of one of your Affiliated Persons) to the Trading Compliance Group for review and approval, it is ultimately your (and your Affiliated Person's, as applicable) responsibility to ensure that any plan or plan modification or termination that you or your Affiliated Persons wish to enter into meets the requirements of Rule 10b5-1.

The Trading Compliance Group does not assume responsibility for ensuring, and approval of a Rule 10b5-1 Trading Plan from the Trading Compliance Group does not ensure, that such plan or plan modification will provide for an affirmative defense for you or your Affiliated Person against insider trading liability. You and your Affiliated Persons are advised that members of the Trading Compliance Group may be counsel to the Company and, in any event, are not counsel to you or your Affiliated Persons. You (or your Affiliated Person) should consult with your (or Affiliated Person's) own counsel in setting up or modifying a plan to make sure it complies with the requirements of Rule 10b5-1 and is consistent with SEC guidance.

### Questions

Please contact the Trading Compliance Group at \*\*\*@cognizant.com with any questions regarding these Guidelines. Helpful materials and additional contact information are also provided on the Trading Compliance homepage on Be.Cognizant.



## LIST OF SUBSIDIARIES OF THE COMPANY

EXHIBIT 21.1

The following is a list of subsidiaries of the Company as of December 31, 2024:

<u>Name of the entity</u>	<u>Jurisdiction</u>
Cognizant Technology Solutions de Argentina S.R.L.	Argentina
Softvision SAS	Argentina
Cognizant Technology Solutions Australia Pty Ltd	Australia
Collaborative Solutions Asia-Pacific Pty Ltd	Australia
Collaborative Solutions Australia Pty Ltd	Australia
Contino Pty Ltd	Australia
SAASFOCUS PTY LTD	Australia
Servian Group (Holdings) Pty Ltd	Australia
Servian Managed Services Pty Ltd	Australia
Servian Pty Ltd	Australia
Servian (Victoria) Pty Ltd	Australia
SVN BidCo Pty Ltd	Australia
SVN HoldCo Pty Ltd	Australia
Thirdera Aus Pty Ltd	Australia
Vibrato Pty Ltd	Australia
Cognizant Technology Solutions Austria GmbH	Austria
Cognizant Technology Solutions Belgium SA	Belgium
Cognizant Servicos de Tecnologia e Software do Brasil Ltda	Brazil
Cognizant Technology Solutions Bulgaria EOOD	Bulgaria
Belcan Canada, Inc.	Canada
Cognizant Technology Solutions (Québec) Inc.	Canada
Cognizant Technology Solutions Canada, Inc.	Canada
Collaborative Technology Solutions Canada ULC	Canada
Softvision Canada, ULC OA Momentus Software	Canada
Cognizant Technology Solutions de Chile SpA	Chile
Belcan (Shanghai) Aviation Technology, Inc.	China
Cognizant Mobility (Shanghai) Co., Ltd.	China
Cognizant Technology Solutions (Dalian) Co., Ltd.	China
Cognizant Technology Solutions (Shanghai) Co, Ltd.	China
ZT Automation Limited	China
Cognizant Technology Solutions Colombia S.A.S.	Colombia
Cognizant Technology Solutions de Costa Rica Sociedad de Responsabilidad Limitada	Costa Rica
Cognizant Technology Solutions s.r.o.	Czech Republic
Cognizant Technology Solutions Denmark ApS	Denmark
Cognizant El Salvador, Sociedad Anonima de Capital Variable	El Salvador
Cognizant Technology Solutions Finland Oy	Finland
Cognizant France SAS	France
Cognizant Horizon Financial Services	France
Cognizant Technology Solutions France SAS	France
Thirdera France SAS	France
Belcan Engineering Services Germany GmbH	Germany
Cognizant Deutschland GmbH	Germany

<u>Name of the entity</u>	<u>Jurisdiction</u>
Cognizant Energy and Financial Services Consulting GmbH	Germany
Cognizant Mobility GmbH	Germany
Cognizant Technology Solutions GmbH	Germany
MOBICA GmbH	Germany
Netcentric Deutschland GmbH	Germany
Cognizant Technology Solutions Guatemala Limitada	Guatemala
Cognizant Technology Solutions Hong Kong Limited	Hong Kong
Cognizant Technology Solutions Hungary Kft.	Hungary
Belcan India Private Limited	India
Cognizant Technology Solutions India Private Limited	India
Collabie Solutions India Private Limited	India
GSoft Services Private Limited	India
SG Aerospace (India) Private Limited	India
Software Paradigms (India) Financial Services Private Limited	India
Software Paradigms Infotech Private Limited	India
Thirdera India Private Limited	India
TQS Integration Private Limited	India
Utegration India Private Limited	India
Ygyan Consulting Private Limited	India
PT Cognizant Technology Solutions Indonesia	Indonesia
Cognizant Technology Solutions Ireland Limited	Ireland
Collaborative Solutions EMEA Limited	Ireland
LZ Lifescience Limited	Ireland
Merit Software Holdings Limited	Ireland
Merit Software Limited	Ireland
Target Environmental Health & Safety Limited	Ireland
Vedsul Limited	Ireland
Cognizant Technology Solutions Italia, S.p.A.	Italy
Cognizant Japan KK	Japan
Cognizant Business Services Limited	Jersey
Cognizant Technology Solutions Jersey Limited	Jersey
Cognizant Technology Solutions Lithuania, UAB	Lithuania
Devbridge LT, UAB	Lithuania
Cognizant Technology Solutions Luxembourg S.à r.l	Luxembourg
CogDev Malaysia SDN. BHD.	Malaysia
Cognizant Oil and Gas Consulting Services Malaysia SDN. BHD.	Malaysia
Cognizant (Mauritius) Ltd.	Mauritius
Belcan Engineering Mexico Sociedad de Responsabilidad Limitada de Capital Variable	Mexico
Cognizant Technology Solutions de Mexico, S.A. de C.V.	Mexico
Idea Couture Latin America, S.A.P.I. de C.V.	Mexico
Mobica Solutions S.de R.L.	Mexico
Cognizant Consulting SARL	Morocco
SPI Nepal Private Limited	Nepal
Cognizant Technology Solutions Benelux B.V.	Netherlands
Inawisdom Europe B.V.	Netherlands
Thirdera NLD B.V.	Netherlands

<u>Name of the entity</u>	<u>Jurisdiction</u>
Collaborative Solutions New Zealand Limited	New Zealand
Cognizant New Zealand Limited	New Zealand
Cognizant Accounting Services Norway AS	Norway
Cognizant Business Services Norway AS	Norway
Cognizant Oil and Gas Consulting Services Norway AS	Norway
Cognizant Technology Solutions Norway AS	Norway
Cognizant Technology Solutions Philippines, Inc.	Philippines
Collaborative Solutions INC.	Philippines
Magenic Manila, Inc.	Philippines
MediCall Philippines, Inc.	Philippines
Thirdera PH, Inc.	Philippines
Belcan Engineering Services Poland Sp. z o.o	Poland
Cognizant Technology Solutions Poland sp. zo. o	Poland
Mobica Technologies Poland Sp. z o.o	Poland
Cognizant Technology Solutions Portugal, Unipessoal LDA	Portugal
Cognizant Mobility Romania S.R.L.	Romania
Cognizant Technology Solutions Romania S.R.L.	Romania
Netcentric Eastern Europe S.R.L.	Romania
Cognizant Regional Headquarters Company	Saudi Arabia
Cognizant Technology Solutions Saudi LLC	Saudi Arabia
Cognizant Technology Solutions Asia Pacific Pte. Ltd.	Singapore
Cognizant Technology Solutions Slovakia, s.r.o.	Slovakia
Cognizant Technology Solutions South Africa (Proprietary) Limited	South Africa
New Signature SA (Pty) Ltd	South Africa
Cognizant Technology Solutions Spain, S.L.	Spain
Netcentric Ibérica SLU	Spain
Thirdera Solutions, S.L.	Spain
CogDev Solutions AB	Sweden
Cognizant Technology Solutions Sweden AB	Sweden
Cognizant Technology Solutions AG	Switzerland
Enterprise Services AG	Switzerland
Netcentric AG	Switzerland
TQS Integration AG	Switzerland
Cognizant Technology Solutions (Thailand) Co., Ltd.	Thailand
Cognizant Technology Solutions Tunisia	Tunisia
Belcan Advanced Solutions Limited	United Kingdom
Belcan Engineering Services UK Limited	United Kingdom
Belcan International Limited	United Kingdom
Belcan Supply Chain Solutions Limited	United Kingdom
Belcan Technical Recruiting UK Limited	United Kingdom
Belcan Test Systems UK Limited	United Kingdom
Cognizant (GB) Limited	United Kingdom
Cognizant Holdings UK Limited	United Kingdom
Cognizant Oil and Gas Consulting Services UK Ltd	United Kingdom
Cognizant Technology Solutions Global Services Limited	United Kingdom
Cognizant Worldwide Limited	United Kingdom

<u>Name of the entity</u>	<u>Jurisdiction</u>
Cognizant UK Finance Limited	United Kingdom
Collaborative Solutions Europe Limited	United Kingdom
Contino Solutions Limited	United Kingdom
Devbridge UK Ltd	United Kingdom
Head London Limited	United Kingdom
Inawisdom Ltd	United Kingdom
Merit Research Limited	United Kingdom
Mobica Bidco Limited	United Kingdom
Mobica Holdings Limited	United Kingdom
Mobica Limited	United Kingdom
Netcentric UK Ltd	United Kingdom
New Signature UK Limited	United Kingdom
Rivereo Technologies Limited	United Kingdom
Sitec Design Limited	United Kingdom
Sitec Engineering Limited	United Kingdom
Sitec Holdings Limited	United Kingdom
Sitec Professional Services Limited	United Kingdom
Sitec Recruitment Limited	United Kingdom
Thirdera UK Ltd	United Kingdom
TQS Integration UK Limited	United Kingdom
UK BSI Holdings Limited	United Kingdom
Zentek Engineering (UK) Limited	United Kingdom
Zone Limited	United Kingdom
Avectus Healthcare Solutions, LLC	United States
AVISTA, INCORPORATED	United States
Belcan Alliances, Inc.	United States
Belcan Consulting Services, LLC	United States
Belcan Engineering Group, LLC	United States
Belcan Federal Holdings, LLC	United States
Belcan Government Solutions, Inc.	United States
Belcan Services Group Holdings, LLC	United States
Belcan Services Group Limited Partnership	United States
Belcan, LLC	United States
BHS Hospital Services, Inc.	United States
BHS India Holdings, Inc.	United States
BHS India Holdings, LLC	United States
BHS Physician Services, Inc.	United States
Cognizant Business Services Corporation	United States
Cognizant Domestic Holdings Corporation	United States
Cognizant Healthcare Services, LLC	United States
Cognizant International Holdings Corporation	United States
Cognizant Mobility, Inc.	United States
Cognizant Mortgage Services Corporation	United States
Cognizant Oil and Gas Consulting Services U.S. Inc.	United States
Cognizant Resources LLC	United States

<u>Name of the entity</u>	<u>Jurisdiction</u>
Cognizant Technology Solutions Holdings LLC	United States
Cognizant Technology Solutions Overseas Corporation	United States
Cognizant Technology Solutions Lincoln Holdings, LLC	United States
Cognizant Technology Solutions Services, LLC	United States
Cognizant Technology Solutions U.S. Corporation	United States
Cognizant TriZetto Software Group, Inc.	United States
Collaborative Solutions APJ, LLC	United States
Collaborative Solutions Holdings, LLC	United States
Collaborative Solutions MidCo, LLC	United States
Collaborative Solutions Northern Holdings, LLC	United States
collaborative solutions, LLC	United States
CSS Investment LLC	United States
JBR Technologies, LLC	United States
MediCall	United States
Mobica US Inc.	United States
NovoScale US, LLC	United States
Propulsion Acquisition, LLC	United States
Propulsion Holdings, LLC	United States
Propulsion Intermediate Holdings, LLC	United States
Propulsion RM Holdings, LLC	United States
Prospective Payment Specialists, Inc.	United States
Receivables Outsourcing, LLC	United States
ROI Access Management Services, LLC	United States
ROI Holding Company, LLC	United States
RTM Consulting, LLC	United States
Thirdera Holdings, LLC	United States
Thirdera, LLC	United States
Tin Roof Software, LLC	United States
TMG Health, Inc.	United States
TriZetto Provider Solutions, LLC	United States

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-272444, 333-226015, 333-218543 and 333-160450) of Cognizant Technology Solutions Corporation of our report dated February 12, 2025, relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

New York, New York

February 12, 2025

## CERTIFICATION

I, Ravi Kumar S, certify that:

1. I have reviewed this Annual Report on Form 10-K of Cognizant Technology Solutions Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 12, 2025

/s/ RAVI KUMAR S

\_\_\_\_\_  
Ravi Kumar S  
Chief Executive Officer  
(Principal Executive Officer)

## CERTIFICATION

I, Jatin Dalal, certify that:

1. I have reviewed this Annual Report on Form 10-K of Cognizant Technology Solutions Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 12, 2025

/s/ JATIN DALAL

Jatin Dalal  
Chief Financial Officer  
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002\***

In connection with the Annual Report on Form 10-K of Cognizant Technology Solutions Corporation (the "Company") for the period ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Ravi Kumar S, Chief Executive Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 12, 2025

/s/ RAVI KUMAR S

Ravi Kumar S

Chief Executive Officer  
(Principal Executive Officer)

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\* A signed original of this written statement required by Section 906 has been provided to Cognizant Technology Solutions Corporation and will be retained by Cognizant Technology Solutions Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002\***

In connection with the Annual Report on Form 10-K of Cognizant Technology Solutions Corporation (the "Company") for the period ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Jatin Dalal, Chief Financial Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 12, 2025

/s/ JATIN DALAL

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Jatin Dalal  
Chief Financial Officer  
(Principal Financial Officer)

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\* A signed original of this written statement required by Section 906 has been provided to Cognizant Technology Solutions Corporation and will be retained by Cognizant Technology Solutions Corporation and furnished to the Securities and Exchange Commission or its staff upon request.