

Virtusa Corporation

EMPLOYEE NONCOMPETITION, NONDISCLOSURE, NON-SOLICITATION AND DEVELOPMENTS AGREEMENT

In consideration and as a condition of my employment or continued employment with Virtusa Corporation (the "Company"), I hereby agree with the Company as follows:

1. As used in this Agreement, the following terms shall have the following respective meanings:

(a) "The Company" shall include Virtusa Corporation and any of its subsidiaries, subdivisions, or affiliates. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns.

(b) "Company Documentation" shall mean notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data, documentation or other materials of any nature and in any form, whether written, printed, or in digital format or otherwise, relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs.

(c) "Confidential Information" shall include any information concerning the organization, business or finances of the Company or of any third party which the Company is under an obligation to keep confidential and/or that is maintained by the Company as confidential. Such Confidential Information shall also include, but is not limited to, trade secrets or confidential information respecting inventions, products, designs, methods, know-how, techniques, systems, processes, software programs, works of authorship, customer lists, projects, plans, pricing, financial information and proposals of the Company and any other information which would, given the facts and circumstances, be reasonably considered confidential or is designated as confidential.

(d) The term "Developments" shall mean any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection).

2. I will not at any time, whether during or after the termination of my employment, reveal to any person or entity any Confidential Information (as defined in Section 1 hereto), except to Company employees who need to know for the purposes of their employment, or as otherwise authorized by the Company, and I shall keep secret all matters entrusted to me and shall not use or attempt to use except as may be required in

the ordinary course of performing my duties as an employee of the Company, any such information in any manner which may injure or cause loss or may be calculated to injure or cause loss, whether directly or indirectly, to the Company.

Furthermore, I agree that during my employment I shall not make, use or permit to be used any Company Documentation (as defined in Section 1 hereto) otherwise than for the benefit of the Company. I further agree that I shall not, after the termination of my employment, use or permit others to use any such Company Documentation, it being agreed that all of the foregoing shall be and remain the sole and exclusive property of the Company. Immediately upon the termination of my employment I shall deliver all of the foregoing, and all copies thereof, to the Company, at its main office.

3. If at any time or times during my employment, I shall (either alone or with others) make, conceive, create, discover, invent or reduce to practice any Development (as defined in Section 1 hereto) that (a) relates to the business of the Company or any of the products or services being developed, manufactured or sold by the Company or which may be used in relation therewith; or (b) results from tasks assigned to me by the Company; or (c) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company, such Developments and the benefits thereof are and shall immediately become the sole, exclusive and absolute property of the Company and its assigns, as works made for hire or otherwise. I shall promptly disclose to the Company (or any persons designated by it) each such Development. I hereby assign any rights (including, but not limited to, any inventions, patentable subject matter, copyrights and trademarks) I may have or acquire in the Developments and benefits and/or rights resulting there from to the Company and its assigns without further compensation and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Company.

4. I represent that the Developments identified in the pages, if any, attached on Exhibit A hereto comprise all the unpatented and unregistered copyrightable Developments which I have made, conceived or created prior to my employment by the Company, which Developments are excluded from this Agreement. I understand that it is only necessary to list the title and purpose of such Developments but not details thereof.

5. I hereby represent that I am not a party to, or bound by the terms of, any agreement with any previous employer or other party (i) to refrain from using or disclosing any trade secret or confidential or proprietary information to which I cannot comply in the course of, and in connection with the performance of my duties in connection with, my employment with the Company or (ii) to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement (written or oral) with any third party, including without limitation any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior

to my employment with the Company, and I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

6. I will, during my employment and at any time thereafter, at the request and cost of the Company, promptly sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized officers may reasonably require:

(a) to apply for, obtain, register and vest in the name of the Company alone (unless the Company otherwise directs) patents, copyrights, trademarks or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and

(b) to defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceedings or petitions or applications for revocation of such patent, copyright, trademark or other analogous protection.

7. I will, during my employment and at any time thereafter consent to the use of my name, picture, voice, image, and/or likeness by the Company. Further, I waive all claims I have against the Company and its officers, employees, and agents arising out of the Company's use, adaptation, reproduction, modification, distribution, exhibition, or other commercial exploitation of the undersigned's name, picture, voice, image, and/or likeness, including but not limited to right of privacy, right of publicity and celebrity, use of voice, name or likeness, defamation, and copyright infringement. The undersigned further represents and warrants that he/she has not heretofore made any contract or commitment in conflict with this consent and waiver.

8. (a) Acknowledgment: I agree that while employed by the Company, I have had contact and will have contact with and/or become aware of the Company's customers, customer prospects and the representatives of those customers and customer prospects, as well as confidential and/or trade secret information concerning their names and addresses, specific customer needs and requirements, and leads and references to prospective customers. I further agree that the loss of such customers will cause the Company great and irreparable harm.

(b) Non-Solicit/Non-Interference: Accordingly, during my employment with the Company and for a period of twelve (12) months following the termination of my employment with the Company for any reason (the "Restricted Period"), I agree not to, either individually or jointly, directly or indirectly, either as an employee, employer, operator, agent, independent contractor, owner, consultant, partner, investor or otherwise: (i) offer to provide and/or provide any products or services that compete (whether directly or indirectly) with the products and services offered or planned to be offered by the Company from time to time to any actual or prospective customer of the Company

(A) who is being serviced or was serviced by me or employees under my direct or indirect supervision within the 12 months prior to my separation, (B) about whom I obtained confidential and/or trade secret information, (C) who is listed on any of the Company's internal pipeline discussions or related memoranda, or (D) with whom I (or employees under my direct or indirect supervision) otherwise have dealt while employed by the Company (collectively, a "Company Customer"); (ii) canvass, call upon or solicit any Company Customer for the purpose of providing any products or services that compete (whether directly or indirectly) with the products and services offered or planned to be offered by the Company from time to time to any actual or prospective customer of the Company; (iii) canvass, call upon or solicit any Company Customer for the purpose of competing, whether directly or indirectly, with the Company's current or planned business; and (iv) accept any business from or perform services for a Company Customer which business or services could be performed by the Company.

9. (a) Acknowledgement: I acknowledge and recognize the highly competitive nature of the industry in which the Company is involved, and agree that in the course of working for the Company I have had and shall have access to the Company's trade secrets and confidential information, I have and shall benefit from the Company's goodwill and I have and shall obtain a competitive advantage as to the Company, its customers and its employees. I further agree that during the period of my employment by the Company, I will devote my full time and best efforts to the Company's business.

(b) Non-Competition: Accordingly, during the Restricted Period, I agree that I will not, anywhere in the world, directly or indirectly, alone or with or through any person or entity (whether as a partner, officer, director, consultant, agent, employee, or stockholder of any company or other commercial enterprise), (i) engage in any business that competes, directly or indirectly, with the Company's business, or (ii) accept employment with any Competitor (as defined below) of the Company. The foregoing restriction shall not apply to ownership by me of less than three percent (3%) of the equity securities of any publicly-traded company. For purposes of this Non-Competition Agreement, "Competitor" shall mean any company whose principal business, or any business unit, division or subsidiary of a company whose principal business, is providing global engineering and information technology services using an off-shore model where at least a majority of the company's (or in the case of a business unit, division or subsidiary, the majority of employees in such business unit, division or subsidiary, as the case may be) employees are located in non-U.S. locations (e.g., India, Sri Lanka, China etc.). By way of example only, and not as a limitation to the foregoing, companies like Infosys Technologies Limited, Cognizant Technology Solutions Corporation, Wipro Ltd., Satyam Computer Services Ltd., Kanbay International, Inc., Tata Consultancy Services and HCL Technologies would be deemed a Competitor under this Agreement.

10. Non-Solicitation of Employees. During the Restricted Period, I agree that I will not, directly or indirectly, alone or as a partner, officer, director, employee, consultant, agent or independent contractor of any company or business organization hire, recruit, solicit or induce, or attempt to hire, recruit, solicit or induce, any employee

or consultant of the Company to terminate or otherwise cease his or her employment or consulting relationship with the Company, or assist directly or indirectly in the recruitment or solicitation of any employee or consultant of the Company or otherwise hire or attempt to hire any such employee or consultant of the Company for any purpose, other than on behalf of, and to the benefit of, the Company. For this purpose, an employee or consultant of the Company means any employee of the Company or any person employed by the Company as a consultant or any employee or consultant of the Company who had ceased employment with the Company within six months after termination or cessation of my employment with the Company.

11. Acknowledgement: (a) I recognize and agree that the enforcement of this Employee Non-Competition, Non-Disclosure, Non-Solicitation and Developments Agreement ("Non-Disclosure and Non-Competition Agreement") is necessary to ensure the preservation, protection and continuity of the confidential business information, trade secrets and goodwill of the Company. I agree that, due to the proprietary nature of the Company's business, the restrictions set forth herein are reasonable as to duration and scope.

(b) Fairness of Scope: Additionally, I acknowledge and agree that the Company provides services and conducts business on a worldwide basis and, thus, the geographical limitation of the covenant not to compete also is reasonable. I further agree that the enforcement of this covenant not to compete, whether by injunctive relief, damages, or otherwise, is in no way contrary to public policy and that I will be able to earn a livelihood due to my sufficient capabilities without violating this Non-Disclosure and Non-Competition Agreement. I understand that that my ability to earn a livelihood without violating this Non-Disclosure and Non-Competition Agreement is a material condition of my employment with the Company.

(c) Remedies: (i) I agree that any breach of this Non-Disclosure and Non-Competition Agreement by me will cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder. In the event that the Company must enforce any of the terms of this Non-Disclosure and Non-Competition Agreement, I agree to pay all fees, costs (including reasonable attorney fees and expenses) relating to enforcement of the terms of this Non-Disclosure and Non-Competition Agreement.

(ii) In the event the Company is not granted an injunction or specific performance by a court for whatever reason, I agree that in the event I breach Section 8 of this Agreement, I shall pay as liquidated damages an amount that is equal to the greater of (X) \$40,000 or (Y) the greater of (i) the sum equal to the annual fee revenue received by the Company from the "Diverted Customer" for the year immediately preceding my separation from employment with the Company multiplied by 30%, and/or (ii) the sum equal to the fee revenue that would have been received by the Company from the Diverted Customer during the Restricted Period had I not diverted such Customer and/or become employed by such Customer multiplied by 30%. For purposes of this

Agreement, the term "Diverted Customer" shall mean any customer of the Company that is solicited and/or diverted by me and/or by whom I become employed or engaged during the Restricted Period in breach of my obligations under Section 8. I recognize, acknowledge and agree that the amount of the liquidated damages herein set forth is reasonable in light of the anticipated or actual harm caused by the breach, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy. I further recognize, acknowledge and agree that the provision of liquidated damages herein set forth is not intended to be a substitute for performance by me under Section 8 (or any other section in this Agreement), the obligations imposed upon me under Section 8 are absolute, and the liquidated damages provision is expressly recognized by me as not conferring the right to do the acts prohibited by Section 8 upon the paying of liquidated damages.

(e) Tolling: I agree that if I violate any restrictive covenant in this Non-Disclosure and Non-Competition Agreement (including Sections 8, 9 or 10), the term of any such covenant shall be tolled during the period of any such violation.

12. At-Will Employment: Because the Company employs me on an at-will basis, I understand that this Non-Disclosure and Non-Competition Agreement does not create an obligation on the Company or any other person or entity to continue my employment.

13. Waiver: Any waiver by the Company of a breach of any provision of this Non-Disclosure and Non-Competition Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

14. Severability: I hereby agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses of the Non-Disclosure and Non-Competition Agreement. Moreover, if one or more of the provisions contained in this Non-Disclosure and Non-Competition Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. I hereby further agree that the language of all parts of this Non-Disclosure and Non-Competition Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties.

15. Amendments: Any amendment to or modification of this Non-Disclosure and Non-Competition Agreement, or any waiver of any provision hereof, shall be in writing and signed by the Company.

16. Survival: This Non-Disclosure and Non-Competition Agreement shall be effective as of the date entered below. My obligations under this Non-Disclosure and Non-Competition Agreement shall survive the termination of my employment regardless

of the manner of such termination and shall be binding upon my heirs, executors, administrators and legal representation.

17. Governing Law; Venue: Any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this Non-Disclosure and Non-Competition Agreement) shall be governed by and construed only in accordance with the laws of the Commonwealth of Massachusetts and shall in all respects be interpreted, enforced and governed under the internal and domestic laws of such Commonwealth, without giving effect to the principles of conflicts of laws of such Commonwealth, and shall be commenced and maintained in any state or federal court located only in Massachusetts, and both parties hereby submit to the jurisdiction and venue of any such court.

18. Notification: I agree and acknowledge that during the applicable periods of this Agreement, I shall inform each prospective new employer I may have, prior to accepting employment, of the existence of this Non-Disclosure and Non-Competition Agreement, and I shall provide each prospective employer with a copy of this Non-Disclosure and Non-Competition Agreement. I also agree and acknowledge that the Company has the right to independently contact any potential or actual future employer of mine to notify the future employer of my obligations under this Non-Disclosure and Non-Competition Agreement and provide such future employer with a copy of this Agreement. The Company shall also be entitled to notify such actual or potential future employer of its understanding of the requirements of this Non-Disclosure and Non-Competition Agreement and what steps, if any, it intends to take to insure compliance with or enforcement of this Non-Disclosure and Non-Competition Agreement.

19. Integration: This Non-Disclosure and Non-Competition Agreement shall constitute the entire agreement between the Company and me pertaining to the subject matter hereof and supersede all prior or contemporaneous agreements, whether oral or written, relating to the subject matter hereof; provided.

20. Agreement Remains in Effect: This Non-Disclosure and Non-Competition Agreement shall remain in full force and effect regardless of any changes to my position, compensation, benefits, or other terms and conditions of employment.

21. Acknowledgement: I have carefully read and considered the provisions of this Non-Disclosure and Agreement and, having done so, I agree that the restrictions set forth in this Non-Disclosure and Non-Competition Agreement are fair and reasonable and are reasonably required for the protection of the Company's interests and its business, officers, directors and employees.

The undersigned has executed this Non-Disclosure and Non-Competition Agreement as of the 12 day of FEB, 2018.



Signature

KUMAR NAIDU PENDYALA 02/12/18

Print Name

Date