

Virtusa Corporation

CONSULTANT NONCOMPETITION, NONDISCLOSURE, NON-SOLICITATION AND DEVELOPMENTS AGREEMENT

In consideration and as a condition the consultant providing services to Virtusa Corporation (the "Company") as a consultant to the Company and for other good and valuable consideration, 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 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) "Work Product" is the material(s) such as programs, program listings, tools, documentation, reports and drawings, as set forth in the Statement of Work ("SOW"), which are to be delivered by me to Virtusa or Virtusa's customer,

and also includes, but is not limited to, all work related to the design and development of products and enhancements to the materials. Work Product shall also include any and all Developments conceived, created or first reduced to practice by me pursuant to, in the performance of services under or in connection with, this Agreement or any SOW.

The term "Developments" shall mean any and all ideas, improvements, inventions 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) created by me under, pursuant to or in connection with my services under or in connection with any SOW hereunder.

2. I will not at any time, whether during or after the termination of my consulting services agreement to the Company, 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 a consultant 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 term of my consulting services to the Company I shall not make, use or permit to be used any Company Documentation (as defined in Section 1 hereto) or Work Product otherwise than for the benefit of the Company. I further agree that I shall not, after the termination of my consulting services, use or permit others to use any such Company Documentation or Work Product, 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 consulting services 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 consulting services, I shall (either alone or with others) make, conceive, create, discover, invent or reduce to practice any Work Product (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 Work Product and the benefits thereof are and shall immediately become the sole 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 Work Product. 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 Work Product 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, on Exhibit A attached hereto comprise all the unpatented and unregistered copyrightable Developments which I have made, conceived or created prior to my engagement 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 to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of my consulting term with the Company or any other covenant or obligation I may have with a third party which would prevent me from providing, or would prohibit me from providing, services to the Company as contemplated hereunder or in any SOW or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party and which would be violated by my engagement hereunder. I further represent that my performance of all the terms of this Agreement and as a consultant of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my engagement 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 consulting term with the Company 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 with respect to any Work Product:

- (a) to apply for, obtain, register and vest in the name of the Company such Work Product 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 with respect to such Work Product.

7. During the term of this consulting term with the Company and for a period of one (1) year after the termination or cessation of my consulting term with the Company for any reason, 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, solicit any of the then current customers of the Company, or any proposed or "prospective customers" of the Company, or compete against Virtusa Corporation or any of its affiliates for any business opportunities with respect to the customer (including any modifications, extensions, continuations or related work to the engagement for which the Consultant is being engaged hereunder), or any prospective customers. A customer shall be deemed a proposed or prospective customer of the Company if (a) the Company has had any correspondence with such prospective or proposed customer, (b) such customer is listed on any of Company's internal pipeline discussions or related memoranda (c) the is engaged in active negotiations at the time of termination or cessation of my employment or (d) the customer is otherwise being solicited by the Company, in each case within six months prior to the termination or cessation of my consulting term with the Company. In addition, during the term of this Agreement and for a period of twelve (12) months thereafter, the I will not compete against Virtusa or any of its affiliates for any business opportunities with respect to the customer (including any modifications, extensions, continuations or related work to the engagement for which the Consultant is being engaged hereunder) listed on the exhibit hereto or any prospective customers.
8. For a period of one (1) year after the termination or cessation of my consulting term with the Company for any reason, 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 induce, any employee or consultant of the to terminate or otherwise cease his or her employment or consulting relationship with the Company or its affiliates, or assist in the recruitment, hiring or solicitation of any employee or consultant of the Company or its affiliates.

9. I agree that I shall comply with all the terms and conditions of VIRTUSA CORPORATION Third Party Code of Conduct attached hereto as **Exhibit B** hereto and incorporated herein by reference.
10. I agree that any breach of this 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.
112. I understand that this Agreement does not create an obligation on the Company or any other person or entity to continue my engagement with the Company.
12. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.
13. 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 Agreement. Moreover, if one or more of the provisions contained in this 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 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.
14. Any amendment to or modification of this Agreement, or any waiver of any provision hereof, shall be in writing and signed by the Company. Any waiver by

the Company of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof.

15. This Agreement shall be effective as of the date entered below. My obligations under this 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 representatives.
16. 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 Agreement) shall be governed by and construed only in accordance with the laws of the Commonwealth of Massachusetts. In the event of that the Company must enforce any of the terms of this Agreement, I agree to pay all fees, costs (including reasonable legal fees and expenses) relating to enforcement of the terms of this Agreement.

The undersigned has executed this Agreement as of the _____ day of _____, 2018.

Signature

Print Name

Date

Virtusa Corporation

**EMPLOYEE NONCOMPETITION, NONDISCLOSURE, NON-SOLICITATION AND
DEVELOPMENTS AGREEMENT**

EXHIBIT A

PRIOR DEVELOPMENTS

Exhibit B

VIRTUSA CORPORATION CODE OF CONDUCT

VIRTUSA CORPORATION THIRD PARTY CODE OF CONDUCT

Introduction

Virtusa Corporation, along with its subsidiaries and affiliates (collectively “Virtusa”), is committed to conducting its business in accordance with the highest ethical standards and in full compliance with all applicable laws and regulations in the United States and in other jurisdictions in which Virtusa operates or does business. As part of that commitment, Virtusa expects all companies and individuals with whom it does business to do the same. Virtusa counts on each of its business partners including, but not limited to, Vendors, vendors, distributors, subcontractors, agents, consultants and other third parties acting on Virtusa’s behalf (collectively “Third Parties”), to adhere to the same core values and principles as Virtusa. This Third Party Code of Conduct summarizes Virtusa’s expectations for all Third Parties engaged by Virtusa.

Scope

This Third Party Code of Conduct applies to all Third Parties engaged by Virtusa anywhere in the world. A copy of this Third Party Code of Conduct shall be provided to all Third Parties engaged by Virtusa at the time of the engagement or within a reasonable time thereafter.

Standards and Expectations

A. Legal and Regulatory Compliance: Virtusa expects Third Parties to conduct business in full compliance with all applicable laws and regulations. In addition to the obligations that Third Parties assume in contractual agreements with Virtusa, Virtusa expects all Third Parties to meet the obligations described below. To the extent more specific terms and conditions are contained in a contractual agreement, the more specific terms and conditions govern. Virtusa reserves the right to seek information and documentation from Third Parties to assess compliance with this Third Party Code of Conduct.

1. Economic Sanctions, Anti-boycott, Export Controls:

- Comply with all applicable U.S. and international economic sanctions laws and regulations.
- Never conduct business on Virtusa’s behalf with individuals, entities, organizations or countries that are the targets of U.S. economic sanctions laws and regulations or other applicable economic sanctions laws and regulations.

- Never participate in any boycott or restrictive trade practice, unless sanctioned by the U.S. Government.
- Comply with all applicable U.S. and international export control, re-export and import restrictions.

2. Antitrust and Competition Law:

- Comply with all applicable U.S. and international antitrust and competition laws and regulations.
- Compete lawfully in all markets in which the Third Party operates.
- Obtain sensitive data about Virtusa competitors only from lawful and appropriate sources.
- Never discuss with any competitor prices, bids, customer sales, bid rigging, market allocation, or other competitively sensitive information.

3. Anti-Money Laundering:

- Comply with all applicable U.S. and international laws and regulations pertaining to the detection, prevention, and reporting of potential money laundering and terrorist financing activities.

4. Anti-Corruption:

- Comply with all applicable U.S. and international anti-corruption laws, including the United States Foreign Corrupt Practices Act, and all other applicable laws that prohibit corruption, extortion, kickbacks, or bribery, including the U.K. Bribery Act of 2010.
- Never pay or accept bribes or provide other improper benefits to any person to obtain or retain business or secure a business advantage or receive any improper benefits from your engagement with the Company.
- Never promise, offer, or authorize the payment of money or anything else of value to a government official, including employees of government-owned or government-controlled entities in order to obtain or retain business or secure a business advantage.
- Maintain books and records which accurately reflect the true nature of transactions.

5. Data Privacy and Security:

- Comply with all applicable U.S. and international privacy and data protection laws and regulations, including laws and regulations regarding the cross-border transfer of personal information.
- Maintain appropriate procedures, safeguards and controls to secure and protect the confidentiality, and integrity of all personal information received from, or processed on behalf of, Virtusa.

6. Insider Trading:

- Never transact in Virtusa securities or another company's securities (including companies unaffiliated with Virtusa) while in possession of material, non-public information relating to Virtusa or such other company obtained in the course of performing services for Virtusa.
- Never pass on ("tip") confidential or material non-public information to others or recommend to anyone the purchase or sale of the relevant securities if you are in receipt of material non-public information.

B. Confidential Information: Virtusa expects its Third Parties to keep all proprietary and sensitive information received from, or disclosed by, Virtusa as "Confidential" and to take precautions to safeguard such information. No disclosure of such Confidential Information is permitted except as required by law or with the express consent of Virtusa . Where more specific confidentiality terms are included in a Third Party agreement, the terms of the agreement govern.

C. Conflicts of Interest: Virtusa expects Third Parties to avoid actual or potential conflicts between their personal interests and the interests of Virtusa. Third Parties shall not knowingly deal directly with a- Virtusa employee whose family member or relative, including spouse or domestic partner, has a financial interest in the Third Party.

D. Intellectual Property: Virtusa expects its Third Parties to protect the intellectual property of Virtusa and its business partners and Vendors (including other Third Parties), and to consult with Virtusa or the applicable IP owner in advance of using or disclosing Virtusa's or another party's intellectual property to third parties without the express written consent of Virtusa or the applicable owner. Virtusa or the applicable owner shall remain the owner of such intellectual property and no rights or interests are transferred to Third Parties.

E. Records Retention and Management: Virtusa expects Third Parties that create records that contain information with appreciable value to Virtusa operations and administration and/or are subject to legal, regulatory, or business retention requirements ("Virtusa Records") to retain such Virtusa Records in accordance with all applicable legal, regulatory, or business retention requirements.

Failure to Comply

Virtusa will only do business with Third Parties that comply with all applicable U.S. and international laws. Virtusa may endeavor to terminate, without any liability to Virtusa , any pending purchase order or contract with any Third Party that does not comply with the standards set forth in this Third Party Code of Conduct.

Reporting Violations

Virtusa expects Third Parties to report any violations of this Third Party Code of Conduct to the Virtusa **By e-mail using a web based submission tool** <https://virtusa.silentwhistle.com/ethfeedback/index.jsp> (which may be done anonymously as set forth below under "Reporting; Anonymity; Retaliation"); or

By phoning an off-site voicemail account named Whistleblower Hotline which Virtusa has established for receipt of questions and reports of potential violations of the Code. The off-site voicemail account may be reached at **1-800-698-2816** and calls may be made anonymously as set forth below under “Reporting; Anonymity; Retaliation”.

Additional Resources for Questions and Reporting

- ***General Counsel and Compliance Officer***
- By Email: ptutun@virtusa.com
- By Phone: 508-389-7450