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**NON-DISCLOSURE AGREEMENT**

LUXOFT INDIALLP (and together with any and all other member companies, subsidiaries and affiliates of Luxoft Holding, Inc worldwide), hereinafter referred to as “Company,”and[]hereinafter referred to as “Employee,”and together with the Company, each a “Party” and together the “Parties,” have agreed as follows as of the date written below:

**1. Subject of the Agreement**

1.1. Employee agrees that during the period of his or her employment with the Company, the Employee could directly or indirectly become aware of information that is proprietary information or a commercial (trade) secret of the Company, of the type described immediately below.

1.2. Such proprietary or commercial (trade) secret information includes the following:

• management, production, scientific and technical, financial and other activities of the Company (as well as information about production and programming methods, codes, algorithms, formulae, concepts, systems and secrets and know-how);

• information providing economic stability, financial resources and the Company’s advantages over its competitors;

• information marked as “Confidential”, “Strictly Confidential”, “Commercial Secrets”, “Strictly Private andConfidential” or “Private and Confidential”;

• any information of Company’s clients, projects, employees, and consultants;

• confidential information having become known to the Employee as a result of his work in the Company, without regard to format (oral, electronic, written, etc.), including but not limited to the information containing in office memos, analytical materials, memorandums, plans, projections, forecasts, research or other documents (including any information on flexible and hard disks, cassettes, and any other media or format of information being or capable of being accessed through computer, digitalor electronic systems, software programs, applications or devices); and

• other information referred as or understood or otherwise intended to be secret or private in accordance with this Agreement and another documents of theCompany or its clients AND that which is sensitive personal data or personal data as defined under applicable data protection or privacy legislation in the local jurisdiction which would normally be expected to be considered confidential and not public. All of the above is hereinafter referred to as "Information".

1.3. All Information is the property of the Company and is considered confidential. Such information shall not be disclosed to any third party without the written consent of the Company’s management or administration authority and shall not be used for any personal benefit or profit by the Employee or for any purpose not related to the Employee’s work assignments.

1.4. The Company is the exclusive owner of the intellectual property rights to the objects and work productproduced by the Employee while performing his or her employment obligations or assignments from the Company so the Company would be able to have legal protection for such object or work product as an invention, useful model, industrial design, copyright, topology of integral chips, computer programs and data bases. All relationships between the Employee and the Company not described herein are governed by the Employment Agreement between the Parties hereto.

To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by Employee in the performance of services under this Agreement include material subject to copyright protection, such materials have been specially commissioned by the Company and they shall be deemed "work for hire" as such term is defined under applicablecopyright law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, Employee hereby irrevocably and exclusively assigns to the Company, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of Company rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, Employee hereby irrevocably and unconditionally waives all enforcement of such rights. Employee shall execute and deliver such instruments and take all such other actions as may be required to carry out, confirm and perfect the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created by Employee as part of its services under this Agreement shall be owned by the Company.

**2. Obligations of the parties**

2.1. Confidential Information given to the Employee or received through other external or internal sources may be used by the Employee for the purposes for which the information is disclosed and which are not in violation of this Agreement or contrary to the best interests of the Company.

2.2. The Employeeundertakes:

а) to abide by the obligations of confidentiality of the Information during his or her employment with the Company and for a period of five (5) years after any termination of the employment relationship between the Employee and the Company,

b) to keep as a secret the following data, whether disclosed in oral, electronic or written form (including without limitation by e-mail and fax), containing in office memos, analytical materials, memorandums, forecasts, researches or other documents, including any information on flexible and hard disks, cassettes, and any other information being accessed through a computer system, all such data being confidential information of the Company:

• legal, technical and special documentation of the Company including statistical information;

• all data related to the financial results or condition of the Company and its business partners;

• the data related to performance of employment duties, including the amount of the monetary compensation of theEmployee;

• the data about preparation and execution of decisions of management of the Company in commercial, organizational, production, scientific and technical, and other spheres;

• the data about market exploration which contains evaluation of status and prospects for development oftheCompany’s business;

• the data related to the activity of the Company and its partners, as well as related to the technical, legal, commercial and other matters which are the property of the Company, and also data about the Company’s personnel;

• any data of and about internal and foreign clients, consumers, buyers, users, partners, sponsors, agents and another partners of the Company, and its competitors which are not in the public domain (as in guides, catalogs, internet, etc.);

• data which is confidential under agreements, contracts and other obligations of the Company;

• the data about methods of calculation, structure, level of prices on products and amount of discounts;

• the data about purposes, tasks, programs, and scientific research;

• the data about the experiments and facilities used for such experiments ;

• the data about specifics of engineering and design, art and technical design of the product which produces a positive economic effect;

• the data about status of software and hardware of the Company;

• the data about features in used and developing technologies and about specifics in its adaptation;

• the data about the procedure and status of protection of commercial information of the Company;

• the data about the form of security, access control, signaling system of the Company and its clients;

• data considered as commercial secrets of the Company’s partners and provided to the Company in trust;

c) not to copy and/or transfer any materials to third persons for copying, recording, photographing, or abstracting of any information described in 2.2(b) above, unless this is necessary for Employee’s work assignment;

d) to inform immediately the Company about any attempt of unauthorized persons to obtain or receive data or Information which is protected from disclosure by this Agreement:

e) to protect commercial secrets and proprietary information of the companies having business relations with the Company;

f) not to use any knowledge about commercial secrets or Information of the Company for any business that could compete with or is otherwise detrimental or disadvantageous to the Company;

g) when Employee’s employment with the Company ends, all data, Information, and commercial secrets of the Company (manuscripts, drafts, schemes, tapes, punched cards, punched tapes, CDs, floppy disks, printed materials, video-, photonegatives and positives, models, materials, goods, etc.) in the Employee’s possession or control shall be promptly delivered to the CEO or Managing Director or Designated Partner or Luxoft’s appointed Head or Senior Manager in charge of the business unit or operations location at the material time;

h) to inform or report to the Company by providing full particulars about any lost or missing Company data. Information or commercial secrets, keys from premises, depositories, safes (metal boxes), and about any other facts that could result in disclosure of commercial secrets or Information of the Company, and immediately inform to the CEO or Managing Director or Designated Partner or Luxoft’s appointed Head or Senior Manager in charge of the business unit or operations location of any such information;

i) to reimburse the Company for any damages if Employee caused the disclosure of Information or commercial secret(s)which became known to him or her while employed, engaged or appointed by the Company.

2.3. Employee is obligated to undertake all necessary actions to secure and maintain the confidentiality of information protected by this Agreement. Without limiting the foregoing, the Employee is obligated to:

• secure Information from theft, lost, damage and/or unauthorized access; and

• inform each employee, who has an access to Information in the Employee’s possession or control, about the confidentiality obligations in this Agreement.

2.4. Employee shall not speak to or contact any mass media on the Company’s behalf without the prior written approval of the Company. All communications with mass media should be carried out by the Company’s public relationsdepartment.

2.5. Employee shall check documents being prepared to warn against disclosure of data that might infringe upon the dignity and privacy of persons or which could cause damage to the business reputation or commercial interest or profit of the Company. In case of breach of this provision, the Company is entitling to reimbursement for losses incurred because of such breach.

2.6. Employee shall upon written request of the Company immediately hand over documentation, copies, materials, all electronic data, analysis, research and other documents prepared by the Employee or given to him or her while working for the Company and shall further surrender all relevant or connected documents and materials not specifically referred to in the said request and containing confidential information.

2.7. Company is entitled to specify the person or person(s) in substitutionor otherwise limit the number of persons having access and the terms of such access to confidential information in its absolute discretion.

2.8. If the Employee is required by law or legal process to disclose any information protected by this Agreement to any governmental unit or any other party, Employee is obligated to promptly notify the Company in writing about this fact for the Company to consider a response including without limitation to obtain a protective or gag order against or to negotiate with the authority such or any disclosure required.

2.9. Any limitations on disclosure of information hereunder will not be applicable if (a) the Employee has the written approval of the Company to disclose or to use Information for the purposes indicated in an approval, or b) the information is already disclosed in public or in mass media, documents or literature through no fault or actions by the Employee.

2.10. Employee shall inform the Company immediately in writing about any breach of this Agreement or any threat of such breach by another person or group of persons.

**3. Responsibility**

In case of a breach of this Agreement by the Employee, the Company has the right to terminate the employment agreement and employment relationship with the Employee without notice and to bring legal action in accordance with applicable law.

Employee is informed and the Employee understands that breach of any terms of this Agreement could entail criminal, administrative, civil and other liability in accordance with applicable law.

**4. Termination of the Agreement**

The present agreement comes into effect from the date of its signing or from the commencement date of Employee’s employment whichever is earlier and is valid during the term of the employment agreement between the Employee and the Company, and also during the extended time period stipulated in paragraph 2.2 of this Agreement.

Information which is proprietary information or a commercial secret of the Company’s clients and having been provided to the Company or Employee on a confidential basis or having become known to the Employee as a result of his work for the client (and any other information which has a longer period for confidentiality known to Employee), shall treated in a like manner as that of Information defined hereto by the Employeewhich shall not be disclosed by the Employee during the period of time the client has requested confidentiality, even if that is longer than the non-disclosure period set out in this Agreement and if so, the obligations entailed by such longer period shall prevail.

**5. Disputes**

5.1. The parties hereto shall make a good faith attempt to resolve any conflicts or disputes involving this Agreement by negotiations between the parties. In case a dispute cannot be resolved by negotiation, and litigation ensures, the courts of India having jurisdiction of this matter, shall have exclusive jurisdiction over any such disputes. The respective rights of the parties hereto shall be resolved by application of the laws of India.

5.2. Employee shall be responsible for all costs and attorney fees incurred by the Company in any action enforcing the terms of this Agreement if it is determined that Employee has breached this Agreement.

5.3. The parties agree that because of the irreparable nature of the injury to the Company which would result if Employee violates or breaches this Agreement, the award of monetary damages would not adequately compensate the Company for such violation or breach. Therefore, in the event that the Company institutes any action or proceeding to enforce any part of this Agreement, Employee hereby waives any claim or defense that the Company has an adequate remedy at law and Employee agrees that any violation by him or her of this Agreement shall be the proper subject, without limitation, for immediate, ex parte injunctive or other equitable relief by the Company without the necessity of posting a bond or any other surety or security to prevent any future violations of this Agreement.

**6. Miscellaneous**

6.1. This Agreement is executed in one original, which will be retained by the Company and a copy of the fully executedAgreement will be provided to the Employee.

**Authorized signatures of the parties:**

On behalf of the Company:

[Madhusudan Deshpande]

[Managing Director, APAC/Designated Partner]

[LUXOFT INDIA LLP]

Date

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On behalf of the Employee:

[ CHINNIKRISHNA DARAPUREDDY ]

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Date

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