

ARBITRATION AGREEMENT

BETWEEN: _____ (“Employee”)

AND: Tata Consultancy Services Canada Inc. (“Employer”, and collectively, “Parties”)

Date:

Parties recognize that disputes may arise during the course of employment or following the employment, and that such disputes may or may not relate to employment. By entering into this Arbitration Agreement, both Parties expressly acknowledge and agree that they anticipate gaining the benefits of a speedy, impartial, final and binding dispute resolution process.

The Employee and Employer hereto agree that any dispute, controversy or claim arising between Employee and Employer (including but not limited to any matter related to the employment contract between Employee and Employer with respect to its existence, interpretation, validity, breach or termination) shall be referred to and finally resolved by arbitration *under the Arbitration Rules of the ADR Institute of Canada, Inc.*

The provisions of the *Arbitration Act*, 1991, S.O. 1991, c. 17 (or its equivalent, if available, in the province in which the employee is or was employed, if other than Ontario) apply to this arbitration except to the extent that any provision of this agreement provides otherwise or the Arbitration Rules of the ADR Institute of Canada provide otherwise, in which case the provision in this agreement or the Arbitration Rules of the ADR Institute of Canada, as the case may be, shall prevail to the extent of the inconsistency, as permitted by the Arbitration Act.

All information exchanged during this arbitration shall be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the arbitration.

The Party requesting arbitration shall do so by written notice to the other party.

The place of the arbitration shall be Toronto, Ontario, if the Employee is or was employed in Ontario, and if Employee is or was employed in another province, then the place of arbitration shall be the city in which the Employee is or was employed.

The arbitrator shall resolve this dispute in accordance with the laws of the province in which Employee is or was employed.

The Parties agree that the language of this agreement and of the arbitration shall be English. Les Parties aux presents confirment leur volonte de cette convention, de meme que tous les documents, y compris tout avis, qui s’y rattachent, soient rediges en langue anglaise. Les parties ont convenu que l'arbitrage soit mené dans la langue anglaise.

There shall be one arbitrator. If the Parties cannot agree on the arbitrator within 10 days from the date of the notice requesting commencement of arbitration proceedings, an arbitrator will be chosen, upon application by the parties, by the ADR Institute of Canada.

The arbitrator shall make every reasonable effort to complete the arbitral proceedings and render the award within six months of the commencement date. The arbitral award shall be in writing and include reasons for the decision. The Parties agree that the decision of the arbitrator is final and binding upon the Parties.

The Parties agree that if the Employee breaches or threatens to breach his or her obligations not to compete, or not to violate confidentiality, or similar acts or omissions, this may result in irreparable injury, and the amount of money damages would be difficult to establish. For this reason Employee and Employer agree that, in such event, the Employer is not obligated to proceed with arbitration under this Agreement and is entitled to seek interim, interlocutory and final injunctive relief to restrain any such breach by the Employee. Nothing in this Agreement will be construed to limit the right of a Party to obtain injunctive relief in any other circumstance in which it may be otherwise entitled to such relief.

The parties acknowledge that each of them is directly liable to the arbitrator to pay one half of his/her fees and disbursements; however, the arbitrator may, in his/her award of costs, order one party to reimburse the other party for part or all of that party's share of the fees and disbursements of the arbitrator. The parties agree that they will each be responsible for the costs of their own legal counsel and other costs incurred in preparing each party's case for arbitration.

IN WITNESS THEREOF the parties have executed this agreement as of the date above written.

[Employee]

Tata Consultancy Services Canada Inc.

Name: *Amanjot Kaur*

Title: Recruitment Coordinator