

Mr. Prateek Mishra
228, Block D,
SP Bhopal
Madhya Pradesh
India

Dear Prateek Mishra,

Thank you for your keen interest in **VIRTUSA SYSTEMS (INDIA) PRIVATE LIMITED, India**. Subsequent to our discussions with you, we are delighted to extend you an offer to join Virtusa. We believe you can play an important role in our rapid growth and success, and look forward to welcoming you to the Virtusa family.

At the time of Joining, the following will be applicable

1. Job : **Senior Consultant-Technology**
2. Tier : **Tier 2**

Your date of joining would be on **December 17, 2021**.

You will be based at Virtusa's **Mumbai** office. You will be periodically evaluated on your conduct and performance to meet the standards of the Company. You would need to serve a notice period of three months , in occasion of resignation from the services..

Your Total Remuneration will be **₹2,350,000.00/- per annum** as per **Annexure-I**.

Upon joining you shall be signing the '**Employment Terms and Conditions**' document and the '**Employee Non-Disclosure Agreement**' with us in this regard.

Kindly sign the duplicate copy of this letter as a token of your acceptance of the Offer, and return it to the undersigned on or before **December 17, 2021**.

Please note that the offer is valid subject to successful completion of your Background Verification.

for **VIRTUSA SYSTEMS (INDIA) PRIVATE LIMITED, India**,
Sincerely,

I hereby accept employment on the terms set forth
in this Letter as of this _____ day of _____



Sundararajan Narayanan
Chief People Officer and Global Head of HR
VIRTUSA SYSTEMS (INDIA) PRIVATE LIMITED, India

Prateek Mishra

ANNEXURE-I

COMPENSATION & BENEFITS STRUCTURE		
NAME : Prateek Mishra DESIGNATION : Senior Consultant-Technology TIER : Tier 2		
	Per Month (in ₹)	Per Annum (in ₹)
<u>Base Components (A)</u>		
Basic	58,750.00	705,000.00
House Rental Allowance	29,375.00	352,500.00
<u>Basket of Allowances (B)</u>		
Special Allowance	103,082.00	1,236,989.00
Bonus**	0.00	0.00
<u>Retirement Benefits (C)</u>		
PF - Company's Contribution	1,800.00	21,600.00
Gratuity **	2,826.00	33,911.00
ESIC Company Contribution	0	0.00
Fixed Compensation (A + B + C)	195,833.00	2,350,000.00
Variable Compensation (at 100%)	0.00	0.00
Cost to Company (Fixed Compensation + Variable Compensation at 100%)	195,833.00	2,350,000.00
Gratuity is contributed by the Company and is payable as per the Gratuity Act published by Govt. of India *Bonus amount includes Statutory Bonus Payable under the Payment of Bonus Act, 1965 **** You will be eligible to earn an annualized performance-based bonus for the Company's fiscal year (April 1, to March 31), in accordance with the applicable provisions of the Payment of Bonus Act, 1965 as amended from time to time, subject to Company performance of certain objectives and your achieving certain objectives as agreed upon in writing by you and the Company, all in accordance with the Company's bonus policy. The terms of the bonus and amount of the bonus payable upon completion of the fiscal year shall be determined and approved in the sole discretion of the Company and will be in accordance with the applicable provisions of the Payment of Bonus Act, 1965 as amended from time to time. The bonus compensation is not guaranteed, and you must be employed on the date of the bonus payment to be eligible to receive a bonus, to the extent that the Company determines that you are eligible for a payment.		

for VIRTUSA SYSTEMS (INDIA) PRIVATE LIMITED, India,
Sincerely,



Sundararajan Narayanan
Chief People Officer and Global Head of HR
VIRTUSA SYSTEMS (INDIA) PRIVATE LIMITED, India

ANNEXURE-II
SUMMARY OF BENEFITS

You would be entitled for the below given benefits

Health Insurance:

The Company will insure you and your 5 dependents for hospitalization as per the policy for an amount as below grid . Details would be made available on joining.

(Dependents details: Self + Spouse + 2 Dependent Children + 2 Parents or 2 Parent in-laws)

Tier	Amount
Tier 0	500000
Tier 1	400000
Tier 2 - Tier 4	300000

Group Term Life Insurance Policy (GTL) & Group Personnel Accident Coverage (GPA):

The Company will insure you for 1 time of the CTC with a minimum Cover of INR 10 Lakhs. The Policy is applicable to associates posted in India or on Virtusa India rolls.

(CTC for GTL & GPA coverage = Base Components (A) + Basket of Allowances (B))

Maternity Benefit:

The company is also committed to extending the appropriate benefits to the female employees as per the Maternity Benefit (Amendment) Act, 2017.

Marriage Gift:

All Employees getting married during their tenure at the Company are entitled to a gift voucher worth ₹ 10,000/- as a gesture of goodwill. Details would be made available on joining.

Relocation

The Company has a relocation policy in place for candidates who join from Outstation.

Relocation Expense will be reimbursed only on production of Way Bill and the Supporting Documents.

If you decide to leave the services of the Company, within one year of joining, due to any reason, you will have to repay the total expenses incurred on account of your relocation.

Please confirm with the undersigned on your eligibility for relocation.

**for VIRTUSA SYSTEMS (INDIA) PRIVATE LIMITED, India,
Sincerely,**



**Sundararajan Narayanan
Chief People Officer and Global Head of HR
VIRTUSA SYSTEMS (INDIA) PRIVATE LIMITED, India**

All Benefits are subject to revision at the discretion of Management from time to time.

EMPLOYMENT AGREEMENT

Mr. Prateek Mishra
228, Block D,
SP Bhopal
Bhopal
Madhya Pradesh,
India

This Agreement is intended to formalize in writing certain understandings and procedures that will be in effect during your (Employee) employment with **VIRTUSA SYSTEMS (INDIA) PRIVATE LIMITED, India.**, at Unit 203, 2nd Floor, Dosti Pinnacle, Plot No. E-7, Road No 22, Wagle Industries Estate, Thane (West) –400604, INDIA. ("**the Company**") and will remain in effect as a condition of your continued employment with the Company, its parent, subsidiaries, affiliates, successors or assigns.

In consideration of the appointment of the Employee with the Company and acceptance of the Offer Letter of the Company, the Employee has agreed and come forward to execute this Agreement and accept the terms and conditions of employment more fully laid out herein

Now it is hereby agreed between the parties as under:

The Terms and Conditions shall form the basis of a mutual relationship along with the Offer Letter and the Non-Disclosure Agreement, which the Company feels confident, will be mutually beneficial and long lasting

1. Designation and Employment

The designation of the Employee shall be "**Senior Consultant-Technology**" with effect from his / her date of joining (as specified in the Offer Letter being the Effective Date).

The Employee shall be required to submit certified true copy of the following documents, to the Human Resources Department at the time of reporting on the Effective Date prior to the commencement of the employment with the Company:

- (a) School leaving certificates;
- (b) Marks cards;
- (c) Degree certificates etc.,
- (d) Latest payment/salary slip issued by the preceding employer (if any) along with relieving letter and a declaration (format to be furnished by the Company) to the effect that the same is true and correct;
- (e) Such other documents as required by the Human Resources Department.

Provided that the submission of the above documents shall be a pre-condition for the commencement and continuation of the Employment.

2. Commencement of Employment

The commencement of the employment of the Employee with the Company shall be from **December 17, 2021** and shall continue unless terminated earlier in accordance with the terms of this Agreement. The initial appointment and location of employment shall be at the location notified in writing by the appropriate Human Resource Executive on the Effective Date and in the absence of any such notification, the Employee shall be deemed to be obligated to report at the registered office of the Company at Unit 203, 2nd Floor, Dosti Pinnacle, Plot No. E-7, Road No 22, Wagle Industries Estate, Thane (West) – 400604, INDIA. Although, the Employee's initial place of work is at **Mumbai**, INDIA, during the course of the employment with the Company, the Employee can be considered for employment at other Technology centers of the Company within India / Abroad. Decisions for such transfers, which may be for short duration or of a permanent nature will depend on the Employee's suitability for the intended task and would be at the sole discretion of the Management.

3. Remuneration: In lieu of the service rendered, the Employee shall be entitled to a monthly remuneration as described in the Offer Letter. The said remuneration is for the entire work that is done by the Employee as per the Duties laid down in **para 7** of this Agreement. It should be clear to the Employee that there are no other commitments made by the Company.

4. Expense Reimbursement: All expenses incurred by the Employee on behalf of the Company as authorized, in connection with the duties under this Agreement, shall be reimbursed to you at actuals / as per the eligibility indicated in the policy, and on upon presenting supporting vouchers/documents. Provided that the expenses to be incurred and to be eligible for reimbursement shall as per the accounting policies of the Company laid down by the Company from time to time.

5. Service Rules and Regulations: During the Employment with the Company, all the full time Employees' will be governed by the Service rules, regulations, policies and procedures of the Company in force or as introduced or amended from time to time. The Employees' will also be governed by the Company's policies and rules regarding Leave, Provident fund, Bonus and ESI/Medical Reimbursement, Leave Travel Assistance, Misconduct, Indiscipline or/and other matters. The company is also committed to extending the appropriate benefits to the female employees as per the Maternity Benefit (Amendment) Act, 2017. Further, the Employee during the Employment period shall perform his/her duties with honesty, diligence, orderliness, obedience and faithfulness towards the Company.

6. Duties

a) Specific Duties:

In view of the appointment of the Employment with the Company in the designation mentioned hereinabove, the Employee is hereby expected to undertake and discharge the functions and duties as to be intimated to the Employee from time to time.

b) General duties:

The Employee shall during the continuance of his/ her employment

i. During normal business hours, and at other times as may be necessary for the due performance of his/her duties, diligently and efficiently devote his/her entire time, skill and attention to the business of the Company;

ii. Perform the duties appropriate to his/her employment and expressly or implied given to him/her by the Board on such terms and subject to such restrictions as it may impose, and comply with its instructions;

iii. The Employee shall be required to maintain records and documentation, either in writing or electronic format, and submit such documentation/records to the designated authority of the Company, on a weekly basis or as and when necessary, all technical data, processes, formulae, technology, designs, drawings, engineering, hardware configuration information, software programming information, improvements, etc., made, conceived or developed by the employee, either alone or jointly with others, in the course of employment with the Company, whether within the Company's premises or elsewhere, and whether within business hours or otherwise, regardless of whether such information constitutes invention.

iv. The omission in any of the duties hereinabove or breach of the above clause shall be construed to be a material breach of this Agreement

7. Other Employment: The Employee shall not, during the term of employment with the Company, directly or indirectly, be concerned with, engaged with or commence, any other business, trade or profession, irrespective of whether or not the Employee's involvement is gratuitous or takes place outside his working hours. The expression "concerned with or engaged in" shall without limitation mean whether as an employee, advisor, partner, consultant, contractor, sub-contractor, proprietor, director, shareholder or otherwise. You shall not engage, whether directly or indirectly, in any other employment, occupation, consulting or other business activity directly or indirectly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company and a breach under this clause shall be construed to be a material breach of this Agreement

PROVIDED THAT the Employee may own beneficially any units of any authorized unit trust or mutual funds and shares or securities listed on a recognized stock exchange which when aggregated with shares or securities beneficially owned by your parents, spouse, children and step-children, total no more than five per cent of any single class of shares or securities in any company, which is engaged in a business similar to or conflicting with the Company. PROVIDED FURTHER THAT all such holdings shall be disclosed by you in writing to the Company on the first day of each calendar quarter.

Subject to any regulations from time to time issued by the Company which may apply to you, you shall not receive or obtain directly or indirectly any discount, rebate, commission or other inducement in respect of any sale or purchase of any goods or services effected or other business transacted (whether or not by you) by or on behalf of the Company or an associated company and if you (or any firm or company in which you are directly or indirectly engaged, concerned or interested) shall obtain any such discount, rebate, commission or inducement, you shall immediately account to the Company for the amount received by you or the amount received by such firm or company.

8. Inventions and Intellectual Property

a) Definitions

For the purposes of this Agreement, the Employee agrees that, all Intellectual Property includes information of a technical and business nature such as ideas, discoveries, inventions, improvements, trade secrets, know how, machines, Software Development processes, product designs, formulae, writings and other works of authorship, thesis, books, computer programs, lectures, illustrations, photographs, marketing plans, business methods and the like, which relate in any manner to the actual or anticipated business of the Company, its parent, affiliates or subsidiaries or clients or relate to its actual or anticipated areas of research and development.

Invention means any invention capable of being patented in India and / or any other jurisdiction.

b) Disclosure

The Employee shall disclose promptly to the Company all Intellectual Property, which during the term of employment you may conceive, make, develop or work on, in whole or in part, solely or jointly with others and make and maintain adequate and current records thereof.

c) Assignment of Inventions

In case of all Inventions which during the term of the employment the Employee may conceive, make, develop or work on, in whole or in part, solely or jointly with others, whether made within or out of the usual working hours or upon the premises of the Company or elsewhere, shall be works for hire and shall execute, acknowledge make and deliver to the Company any and all instruments at any time, either during the term of employment or subsequently, which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate patent and other property rights in all jurisdictions with respect to any Invention including (i) patent applications (ii) any other applications for securing, protecting or registering any property rights relating to such Inventions and (iii) powers of attorney, assignments, oaths or affirmations, supplemental oaths and sworn statements; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

d) Ownership and Assignment of other Intellectual Property Rights

In addition to the Agreement of Assignment of Proprietary Information, the employee does hereby assign, transfer and convey to the Company the entire right, title and interest in any and all Intellectual Property and Inventions which during the term of your employment may be conceived, made, developed or worked on, in whole or in part solely or jointly with others, whether made within or out of the usual working hours or upon the premises of the Company or elsewhere. The Employee shall execute, acknowledge, make and/or deliver to the Company any and all further instruments which in the judgement of the Company may be necessary or desirable to vest in or secure for or maintain for the benefit of the Company adequate rights in such Intellectual Property in India, and all foreign countries; and further agree to assist the Company as required to draft such instruments, to obtain and to enforce such rights.

e) Post – Employment Inventions

For the avoidance of doubt and uncertainty, any Intellectual Property made or developed by the Employee within one year following termination of your employment shall be presumed to have been conceived during your employment and to fall within the provisions of the Agreement, unless you demonstrate that it was conceived after such termination.

9. Returning Company Property

At the time of cessation of employment with the Company, you will deliver to the Company (and will not keep in your possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by you pursuant to your employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the Employee committing default of the above clause, the Employee shall be liable to indemnify the Company for any losses or charges or loss of profits or business that may arise on account of the breach of the above clause.

10. Notification

i. Of New Employer

In the event that you leave the employment of the Company, you shall be required to notify the Company details of your new employer and address of appointment.

ii. To New Employer

In the event that you leave the employment of the Company, the Employee does hereby consent to the notification by the Company to your new employer about your rights and obligations under this Agreement.

11. Conflict of Interest Guidelines

The Employee shall diligently adhere to the following guidelines of the Company including to comply with the policy of the Company to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, the Employee must avoid activities, which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations, which must be avoided. Any exceptions must be reported to the Company and written approval for continuation in this regard must be obtained.

a. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended.

b. Accepting or offering substantial gifts, excessive entertainment, favors or payments, which may be deemed to constitute undue, influence or otherwise be improper or embarrassing to the Company.

- c. Participating in civic or professional organizations that might involve divulging confidential information of the Company.
- d. Initiating or approving any form of personal or social harassment of employees.
- e. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
- f. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
- g. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
- h. Improperly using or authorizing the use of any inventions, which are the subject of, patent claims of any other person or entity.
- i. Engaging in any conduct, which is not in the best interest of the Company.

The Employee shall take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy shall result in the termination of employment under this Agreement, as the breach under this clause shall be construed to be a material breach of this Agreement.

12. Income Tax Liability: The Income Tax Liability with regards to the Employee's salary and perks will be the Employee's liability, and will be governed by the tax laws of the country as applicable from time to time.

13. Communication and Correspondence: Any communication sent to the Employee to his permanent address or any other address as filled / amended in the records by the Employee, or on personal email ID used at time of offer of employment at the time of his joining will stand final and correspondence so sent on behalf of the Company by registered post, will be deemed to have been received by the Employee.

14. Enhancement of professional skills: During the course of the Employment, the Employee may at the instance of the Company pursue & enhance his/ her professional skills on software/tools developed by organizations like Microsoft, Oracle, Sun Microsystems, etc. at the discretion of the Company and at the cost of the Company. The Employee agrees that he/she shall complete the said courses within the prescribed time for the said courses or within the extended time as may be allowed by the management. In the event that the Employee is not in a position or is unable to obtain the certifications, the Company shall at its sole discretion may take necessary steps, which shall be in line with its overall business interests or take any action it deems fit in its interest.

15. Professional Ethics: The Employees' are required to deal with the Company's money, material and documents with utmost honesty and professional ethics. If the Employee is found guilty, at any point of time, of moral turpitude or dishonesty in dealing with the Company's money, material or documents or of theft or of misappropriation regardless of the value involved, the Employee's services would be terminated with immediate effect, notwithstanding other Terms and Conditions mentioned in this agreement.

16. Internet and E-mail usage: The Employees' are permitted access to the Internet and Company's e-mail service, which is restricted only for the purpose of business use as per the nature of the job. Misuse of the Internet and Company's e-mail service such as surfing pornographic sites, job seeking, gaming, hacking or attempting to gain access of other Employees' and Company information without authorized permission, being a member of any internet hacking community, using the Company's e-mail for receiving non-technical newsletters / junk mail, broadcasting personal messages to all mail service users, forwarding mail communication to external parties, initiating a direct contact with the Client through mail etc. is prohibited. The Company may at its sole discretion, terminate the said Employment of the Employee with the Company with immediate effect, in the event of it being found that the Employee violates the usage of Internet and e-mail as dictated by the Policies of the Company that exist currently, and may be supplemented and amended from time to time.

17. Code of Conduct: The Employee shall conduct himself / herself in conformity with the code of conduct from time to time. Further, the Employee shall carry out the instructions in letter & spirit, given by the superiors, shall not disobey the instructions given and shall not indulge in any unethical practices which results in loss of productivity or which affect the project deliverables.

18. Information Security Management System (ISMS): The Company has certain mandatory training programs to ensure that the employees and Company meets its audit, regulatory and Client requirements. You are required to successfully complete such mandatory trainings from time to time and these include Code of Conduct, Foreign Corrupt Practices Act ("FCPA"), SecurityFirst Certification and Anti-harassment, to name a few. Each new employee is required to read and

understand the training material(s) of the Company and complete all mandatory certifications within the timeframe set forth by the company.

19. Your appointment with the Company is solely based upon the representations made by you, regarding your qualifications and/or experience. Please note that the company will be conducting background/reference/pre-employment checks on the basis of the information provided by you and the representations made by you to the Company. If it is found at any point of time that your representation are incorrect and/or false and/or fraudulent and/or forged, the Company shall, WITHOUT PREJUDICE TO ITS ANY OTHER RIGHTS, take all appropriate disciplinary action as per Company policies and as permitted by applicable law against the employee.

20. By accepting the offer made by the Company, you also irrevocably consent to the Company (or the Client, as the case may be) to initiate and perform all necessary background/reference/pre-employment checks as may be required in and during the course of your employment, either by Company, Client (as the case may be) or through any third party authorized by the Company or Client in this regard.

21. Smoking & Drinking: The Company owes and assures a smoke and alcohol free environment for its Employees. The entire office premises including conference rooms, lobbies/washrooms are declared as "Non-Smoking Zones" & "Alcohol Free Zones".

22. Destroying Papers & Materials: Any official communication, which includes electronic data in any form, and e-mails, which is confidential in nature, shall be destroyed appropriately after the purpose is served, with the knowledge and consent of the immediate superior of the employee to whom such employee is reporting. A record of such destroyed official communication shall be maintained in the register maintained for the purpose, the entry in which shall be signed by the employee and counter signed by his immediate superior.

23. Safe Custody of Company Material: The Employee will be responsible for the safe keeping and good condition and order of all the Companies property entrusted to his/ her care and charge. The Company reserves the right to deduct the cost of such articles from the Employees dues, or take such action as may be deemed proper, in the event of failure or damage to account for such property, to the Company's satisfaction.

24. Performance: The Employee shall at all times perform to the best of his/ her abilities and achieve the performance levels as laid down by the Company. The Company may at its sole discretion, interrupt or terminate the said Employment, without thereby incurring any liability to the Employee in the event of adverse reports regarding the progress of his/ her training or his / her work performance (based on the reports emanating from his/ her seniors at regular intervals) or his / her health.

25. Employee Non-Disclosure Agreement: The Employee shall have access to various proprietary and confidential information during the course of employment with the Company. Accordingly, the Employee shall be required to execute a Non-Disclosure Agreement in a format to be provided by the Company and it shall form part & parcel of these terms & Conditions and Offer Letter.

26. Confidentiality of Salary Information: The Employee's salary package is based on, besides his/her overall experience level in the IT Industry, educational qualifications and the experience and knowledge level assessed at the time of selection, particularly in the skill sets relevant. Therefore, the salary package offered to the Employee is specific and very personal to the Employee. Any comparison of the same with the salary packages of other Employees, based purely on the total experience level in the IT Industry or by any other benchmarks, may be unrealistic, and misleading. The Employee is required to strictly maintain the secrecy of and ensure that he / she does not divulge or communicate in any manner, any information regarding his/her remuneration, to any other Employee of the Company except to their Immediate Superior / Head of the HR Dept. of the Company. Similarly, when deputed to work / interact at the client's site, the Employee is expected to maintain full confidentiality regarding his/her salary package. The Employee is expected not to discuss or disclose the same to any member of the client staff, in the interest of maintaining and promoting good ethical functional business relations with our clients.

27. Deputation: While remaining permanently employed at **Mumbai** the Employee may be deputed to work at any one of the other centers of the Company, varying for a period of six months or above in a year, as and when considered necessary, solely at the discretion of the Management. Depending upon the Employee's suitability, he/she may be deputed from time to time to work at the Company's foreign Collaborators site/ parent Company's site or any of their clients at the client sites, whether in USA or elsewhere. While being posted elsewhere as per the terms of this clause the Employee may be required to execute additional agreements as described by the respective Company at the time of posting. However the Employee shall be paid by the Company in accordance with the living standards of the place of transfer and the decision of the Company in this regard will be treated as final.

28. The Company has certain committed and long-standing business clients who may, based on business and continuance require the services of the employee in their organization. In such circumstances, the Company has the absolute right to transfer the employment of the employee as a full time employee of such client at existing terms and conditions. That under no circumstances such terms and conditions of the employment shall be prejudicial to the employee as compared to the terms and conditions of employment with the Company. However, in the event the employee becomes eligible under a stock option

plan of the Company during the period of his/her employment with the Company, all options vested with the employee under such plan but not exercised by the employee at the time of his/her transfer of the employment as full time employee to any client company shall lapse and the Company shall not be liable for any loss/ compensation on this account.

29. Termination of Employment:

a. The Employment of the employee and the terms of this Agreement with the Company may be terminated by the Company by giving 90 (Ninety) days written notice (notice period) or three months gross salary in lieu of such notice period to you.

b. Provided that the employment of the Employee may be terminated without notice or payment in lieu of notice in the event of a breach by the Employee of the terms of this Agreement.

c. The Employee shall have a right to terminate the employment with the Company or this Agreement by giving three months' notice or paying three months basic salary in lieu of such written notice.

d. For the purposes of this clause:

1. Date of Resignation would be taken as the date in the e-mail / formal resignation letter that is submitted by the Employee and should be signed off as accepted, by the Immediate Reporting Manager, BU Leader / HR Leader.

2. In case the Employee intends to terminate his employment in the Company as stated to in clause 29(c), the Company will have the sole option / right to waive the notice period requirement. Waiver of Notice Period will be at the sole discretion of the Company to be given in writing by the Company.

3. Waiver of Notice Period will not be granted for any Employee, as a rule. The Employer can refuse the Employee's offer of the payment of three months basic salary in lieu of the notice period / request of the accumulated leaves to be adjusted against the notice period. The employee will be entitled to receive complete salary, as per current compensation structure, for the notice period saved.

4. The Employer (BU Leader & HR Leader) has the discretion to release the Employee **earlier than the actual notice period** provided the Employee has completed the transition, pending tasks & deliverables as dictated by the Project assignment. Leaves that the Employee may have accumulated during the period of service may be adjusted against the notice period at the Reporting Manager / HR's discretion.

5. Depending on the pendency / exigencies of work entrusted to the Employee, the Employer has the discretion to ask the Employee to stay compulsorily from the date of the Resignation limited to a period of three months, to effectively replace the services of the Employee or the completion of the duties entrusted to the Employee to the sole satisfaction of the company.

e. Notwithstanding the above and without prejudice to any other rights that the Company may have against the Employee under this agreement or under any other applicable law for the time being in force or otherwise, in the event that you leave the Company within a period of 12 months from the date of commencement of your employment, you shall reimburse to the Company the following:

1. All amounts paid to you by the Company, other than your salary, including without limitation, any signing bonus, recruitment fee, relocation expenses, etc, and

2. All expenses incurred by the Company in connection with any training rendered to you, whether in India or abroad;

3. All expenses incurred by the Company in connection with your employment and termination including attorney's fees.

4. All fees, charges and expenses incurred on account of your training or continuing education incurred by the Company during the period of your employment with the Company.

5. A monetary compensation in terms of the damages suffered by the Company by virtue of loss of your services to the Company.

30. Absenteeism without Notice: Associates are expected to follow the company's working hours and holiday and client's working hours and holidays while on deputation to client's site in India/onsite. In the event of the Employee's unreported absence for more than five days or unreported deviation from assigned and accepted schedule for more than five days from the services of the Company without written permission from the concerned Manager or without intimation to the concerned Manager, it would be assumed that the Employee has voluntarily abandoned services of the Company and the Company has the sole discretion to terminate / continue with the Employee's services.

31. Non - Solicitation & Competition

The Employee shall not during the term of employment with the Company and for a period of 12 months thereafter immediately following the termination of employment with the Company for any reason, whether with or without cause, you shall not either:

- a. Directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or join any other employment or undertake any other activity that is of similar nature so as to give any sort of competition to the business of the Company;
- b. Take away any clients or customers of the Company or attempt to solicit, induce, recruit, encourage or take away clients or customers of the Company, either for yourself or for any other person or entity;
- c. Join the services or be associated with any former employee of the Company who is undertaking or seeks to undertake any activity competing with the business of the Company or with any of the Company's Clients.
- d. A breach under this clause shall be construed to be a material breach of this Agreement

The Employees agree that any dispute in this regard, shall be determined by the Company and hereby agree that the decision of the Company in this regard shall be final and binding on you.

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 which requires me to (a) refrain from using or disclosing any trade secret or confidential or proprietary information obtained in the course of my employment with the Company or to (b) 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 such agreement either written or oral in conflict herewith

32. Representations: The Employee warrants, undertakes and confirms to the Company that he/ she are not bound by the terms and conditions of any non-disclosure agreement, confidentiality agreement or any other similar document, deed or writing by whatever name called executed prior to the employment with the Company and the Intellectual Property rights assigned by the Company or any other knowledge or information imparted by the Company is not in breach or violation of any such agreement or contract or the like as aforesaid.

33. Veracity of Information Provided: The Employee has been engaged based on the presumption that the particulars furnished by him/her in the resume or testimonials handed over to the Company are correct. In case the said particulars are found to be incorrect or that they have concealed or withheld some other relevant facts, the Employee's appointment with the Company shall stand terminated/cancelled without any notice. However the Company on its own discretion may reappoint the Employee on fresh terms agreed between them.

34. Legal Advice: It is presumed that the Employee is accepting these Employment Terms and Conditions willingly & after understanding the full implications by seeking proper Legal Advice.

35. Reference: Any reference to the masculine gender will also include the feminine gender and any reference to the singular will also include the plural, wherever applicable.

36. Liquidation: If the Company shall entirely discontinue operation, liquidate and or dissolve no compensation shall be due to the Employee.

37. Dispute Resolution: In case of any dispute arising with reference to these Employment Terms and Conditions, both the parties hereby agree that, it shall be adjudicated by referring the same to a Sole Arbitrator, appointed by the Company. The said Arbitrator shall be an Advocate of repute and standing with the relevant experience. The seat of Arbitration shall be at Hyderabad and The Arbitration & Conciliation Act, 1996, governs the proceedings for Arbitration.

38. Governing Laws: These Employment Terms and Conditions shall be governed and construed in accordance with the laws of India. The invalidity or non-enforceability of any part shall not affect the rest.

39. Severability: If one or more of the provisions in this Agreement is declared void by law, then the remaining provisions of this Agreement in so far as they are enforceable or capable of being enforceable shall continue in full force and effect being applicable to the Agreement.

40. Survival: Subject to clause (34), the provisions of this Agreement shall survive the termination of employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

41. Waiver: No failure or delay by either of the parties in exercising any right, power or privilege under this Agreement will operate as a waiver thereof. The waiver by either of the parties of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach.

Sincerely,

A handwritten signature in black ink, appearing to read "N. Sundararajan", followed by two horizontal lines.

Sundararajan Narayanan

Chief People Officer & Global Head Of Human Resources

VIRTUSA SYSTEMS (INDIA) PRIVATE LIMITED, India