

MUTUAL NON-DISCLOSURE AGREEMENT

This mutual non-disclosure agreement (the "Agreement") dated \_\_\_\_\_ (the "Effective Date") is executed by and between Virtusa Corporation, a Delaware Corporation, including its subsidiaries and affiliates ("Virtusa"), and \_\_\_\_\_, including its subsidiaries and affiliates ("Company"), to assure the protection and preservation of the confidential and/or propriety information to be disclosed or made available to each other.

- 1. Background. Virtusa and Company (each individually a "Party and collectively the "Parties" herein) intend to: (i) engage in discussions and negotiations concerning the establishment of a business relationship between them; and/or (ii) engage in a business relationship. ... 2. Proprietary Information. As used in the Agreement, the term "Proprietary Information" shall mean all proprietary information, including without limitation, ideas concepts, know how, operations services, products, research, inventions, discoveries, drawings, designs, plans, processes, models, specifications, methods, trade secrets, copyrights, software, source code, systems, patents, procedures, manuals, confidential reports, price lists, pricing formulas, customer lists, financial information, business plans, projections, prospects, opportunities, strategies, advertising, promotions, personnel matters, employee personal information/data, including without limitation names, addresses, identity or contact numbers ("PII"), legal matters, or other confidential or proprietary information, materials or data, provided, disclosed or designated as such by the Disclosing Party, whether verbally, in writing by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by the Disclosing Party to the Recipient. ... 3. Disclosure of Proprietary Information. The Recipient shall hold in confidence and shall not disclose (or permit or suffer its personnel to disclose) to any person outside its organization, any Proprietary Information. ... 4. Term of Agreement. This Agreement pertains to Proprietary Information that is disclosed from the Disclosing Party to the Recipient for a period of five (5) years after the Effective Date. ... 5. Limitation on Obligations. The obligations of the Recipient specified in Section 3 above shall not apply, and the Recipient shall have no further confidentiality obligations, with respect to any Proprietary Information to the extent Recipient can demonstrate, by clear convincing written evidence, that such Proprietary Information: (a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Recipient; (b) is in Recipient's possession at the time of disclosure otherwise than as a result of Recipient's breach of any legal obligation; (c) becomes known to the Recipient through disclosure by sources other than the Disclosing Party having the legal right to disclose such Proprietary Information; (d) is independently developed by the Recipient without access or reference to or reliance upon the Proprietary Information; or (e) is required to be disclosed by the Recipient to comply with applicable laws, court order or governmental regulations, provided that the Recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure. ... 6. Ownership of Proprietary Information. The Recipient agrees that the Disclosing Party is and shall remain the exclusive owner of Proprietary Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. ... 7. Return of Documents. The Recipient shall, upon the written request of the Disclosing Party, return to the Disclosing Party all Proprietary Information received by the Recipient pursuant to this Agreement (and all copies, extracts, summaries, derivatives and reproductions thereof). ... 8. Export of Proprietary Information. The Recipient represents and warrants that no Proprietary Information delivered to it by the Disclosing Party shall be exported from the United States without first complying with all requirements of the Export Administration Act., including any requirement for obtaining any export license, if applicable. ... 9. Miscellaneous. (a) This Agreement supersedes all prior agreements, written or oral, between the Parties relating to the subject matter of this agreement. ... (b) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns. ... (c) This Agreement shall be governed by and construed in accordance with the laws of Commonwealth of Massachusetts. ... (d) The provisions of this Agreement are necessary for the protection of the business and goodwill of the Parties and are considered by the Parties to be reasonable for such purpose. ... (e) The failure by either Party to exercise any right or require performance by the other Party of any provision of this Agreement shall in no way constitute a waiver of such right or requirement. ... (f) The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of its provisions shall not affect the validity or enforceability of any the other provisions. ... (g) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all counterparts shall constitute but one and the same instrument, sufficient evidence of which for all purposes shall be any set containing counterparts executed by both Parties. ... (h) All notices under this Agreement shall be mailed to the other Party at the address and email id set forth below.

The Parties hereto, each acting under due and proper authority, have executed this Agreement as of the Effective Date first written above.

By \_\_\_\_\_
Signature: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_
Address: \_\_\_\_\_
Email ID: \_\_\_\_\_

Virtusa Corporation
Signature: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_
Address: 132 Turnpike Road, Suite 300, Southborough, MA 01772
Email ID: ptun@virtusa.com | ptun@virtusa.com | legal@virtusa.com