MUTUAL NON-DISCLOSURE AGREEMENT

This mutual non-disclosure agreement (the "Agreement") dated _____ (the "Effective Date") is executed by and between **Virtusa QFC IT Consulting LLC**, *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. In the course of such discussions, negotiations or execution of business relationship, it is anticipated that either Party may disclose or deliver to the other Party certain of its Proprietary Information for the purpose of enabling the other Party to evaluate the feasibility and/or execution of such business relationship. The Parties have entered into this Agreement in order to ensure the protection, preservation and confidentiality of such Proprietary Information in accordance with the terms of this Agreement. As used in this Agreement, the Party disclosing Proprietary Information is referred to as the "Disclosing Party" and the Party receiving such Proprietary Information is referred to as the "Recipient".*
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. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient by the Disclosing Party, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Proprietary Information if it would be apparent to a reasonable person, familiar with the Disclosing Party's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Disclosing Party.*
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. The Recipient shall use such Proprietary Information only for the purpose for which it was disclosed and for no other purpose without the prior written consent of the Disclosing Party. Without limitation of the foregoing, the Recipient shall not cause or permit reverse engineering of any Proprietary Information or decompilation or disassembly of any software programs which are part of the Proprietary Information. The Recipient shall disclose Proprietary Information received by it under this Agreement only to persons within its organization who have a need to know such Proprietary Information in the course of the performance of their duties and who are bound by a written agreement, enforceable by the Disclosing Party, to protect the confidentiality of such Proprietary Information. The Recipient shall adopt and maintain programs and procedures which are reasonably calculated to protect the confidentiality of such Proprietary Information and shall be responsible to the Disclosing Party for any disclosure or misuse of Proprietary Information which results from a failure to comply with this provision. The Recipient will promptly report to the Disclosing Party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the Disclosing Party to prevent, control or remedy any such violation.*
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. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Unless the Parties otherwise agree in writing, the obligations imposed under this Agreement shall continue for three (3) years following termination/expiration of this Agreement and return of Proprietary Information if requested by the Disclosing Party in accordance with Section 7 below; provided that the obligations imposed under this Agreement with respect to PII shall continue in perpetuity.*
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. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.*
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).To the extent the Proprietary Information includes any PII, upon termination or expiration of this Agreement the Recipient shall securely delete the PII and provide written certification to the Disclosing Party that such secure deletion has occurred.*
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 country of origin without first complying with all requirements of the applicable law, including any requirement for obtaining any export license, if applicable. The Recipient shall first obtain the written consent of the Disclosing Party prior to submitting any request for authority to export any such Proprietary Information.*
9. *Miscellaneous.*

(a) *This Agreement supersedes all prior agreements, written or oral, between the Parties relating to the subject matter of this agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by the Parties.*
(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 Qatar.*
(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. The Recipient agrees that any breach of this Agreement will cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.*
(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. In addition, if any provision of this Agreement, for any reason, is declared to be invalid or unenforceable, the Parties shall substitute a valid and enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.*
(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 QFC IT Consulting LLC

Signature: _____
Name: _____
Title: _____
Date: _____
Address: Al-Jaidah Square Building, Airport Road, Office 137, 1st Floor Doha , Qatar
Email ID: pritams@virtusa.com | ptutun@virtusa.com | legal@virtusa.com