

ANTI-CORRUPTION AND ANTI-BRIBERY UNDERTAKING

_____ (“Service Provider”) hereby confirms that it is aware of and familiar with the provisions and requirements of the Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1, et seq.), the UK Anti Bribery Act, 2010, and all other anti-corruption laws or regulations, as applicable (“Anti-Corruption Laws”), and will comply with and take no action, omission or make, offer, or receive any payment or other advantage in violation of or that might cause the other party to be in violation of an Anti-Corruption Law. Service Provider represents that no part of any monies or consideration paid hereunder shall accrue for the benefit official of the government of any foreign country, or any subdivision, agency or instrumentality thereof, or an official of a public international organization or a foreign political party or be used for any illegal payment or activity. Service Provider further represents that it will maintain policies and procedures to ensure compliance with Anti-Corruption Laws and will furnish a copy of said policies to Virtusa upon request.

Service Provider will indemnify, keep indemnified and hold harmless Virtusa (including as applicable any direct or indirect subsidiaries, parent, ultimate parent or affiliated company), including each director, officer, employee, personnel or agent thereof (each, an “Indemnified Party”) in full and on demand from and against all liabilities, losses, damages, claims, proceedings and legal costs (on an indemnity basis), judgments and all other fees, costs and expenses (including without limitation costs of enforcement, investigations, audits, proceedings or any remediation action both internally and with outside regulatory authorities), in each case as incurred by, or on behalf of, any Indemnified Party in any way whatsoever as a result of or related to Service Provider’s breach of Anti-Corruption Laws or its obligations under this undertaking. Virtusa may also, in its sole discretion, terminate the agreement/engagement with immediate effect and withhold any payments (or seek refund of amounts paid) in the event of Service Provider’s breach of Anti-Corruption Laws or its obligations under this undertaking.

For _____

Authorized Signatory

Name:

Designation:

Date: