

Appendix A – Virtusa Time Record keeping and Supplier Invoice Processing Requirements

This Addendum is entered into and made effective as of **23- July- 2020** (“Effective Date”) by and between Virtusa Consulting Services Private Limited (“**Virtusa**”), and having its registered office at “**No. 34, IT Highway, Navalur, Chennai-600130**” and _____ (“**Supplier**”) with a principal place of business at _____. This Agreement governs the terms and conditions under which the Supplier shall perform certain services to or on behalf of Virtusa.

Further to the discussion between the Parties, the following shall be an addendum and form an integral part of the agreement dated _____ between Virtusa and the Supplier and the statements of work and purchase orders executed pursuant thereto (collectively, “Agreement”)

1. Adherence to Virtusa’s Time entry practice as may be applicable to project or company as a whole from time to time

- a. Supplier is hired to support on a Virtusa project (external or internal) as a third-party contractor shall adhere to Virtusa’s time record keeping practice as required and directed by Virtusa.
- b. Supplier, therefore, must maintain a record of its activities as per project / department norms in Check In i.e. Virtusa’s time record keeping system or such other system as directed by Virtusa from time to time. This is applicable even if the Supplier is hired to work directly at a Virtusa client location and this shall be in addition to any Virtusa Client mandated time entry keeping practice as may be applicable.
- c. Supplier must enter time on a weekly basis by end of Friday / last day of the work week or as otherwise directed by Virtusa. Please refer Virtusa’s time entry policy from time to time for any updates. Attached are the Frequently Asked Questions (Annexure I) for reference on the same.

2. Pre-requisites for processing of Virtusa Supplier Invoices

- a. Supplier must have a valid Statement of Work (“SOW”) and PO to raise an invoice. Virtusa shall not be liable to make any payments to the Supplier for any invoices submitted without a valid SOW and PO.
- b. If Supplier is supporting the Delivery function of Virtusa, each invoice must contain details of only one individual resource provided by Supplier. For Suppliers supporting internal functions of Virtusa such as facilities, human resources etc., Supplier may submit a consolidated invoice in case multiple individuals are provided.
- c. Expenses, if any must be claimed through a separate invoice and shall only be payable if pre-approved by Virtusa in writing.
- d. The currency listed in the invoice shall match the currency set forth in the applicable SOW and PO.
- e. Invoices shall be submitted on or before 10th day of the calendar month following the month in which services were provided by Supplier.
- f. Invoices must be shared over email as per the following:
 - For US and Canada: VirtusaContractorAP@virtusa.com
 - For EMEA: VirtusaContractorAPEur@virtusa.co m
 - For India and APAC (other than SL): Virtusacontractorin@virtusa.com

- For SL: AccountspayableSL@virtusa.com

- g. Each invoice submitted to Virtusa for processing must contain the following:
 - i. Valid Purchase Order (PO) number and copy of valid SOW
 - ii. Virtusa subcontractor ID along with full name of contractor / OSP entity
 - iii. Duration for which services rendered.
 - iv. Billing quantity i.e. hours of services rendered / days / fixed fees, as may be applicable.
 - v. Approved hours on Check In as supporting documentation (in screenshots format).
 - vi. 'Bill-to / Ship-to' address must match with that of PO.
- h. Any updates to bank account, email ID, etc. must be communicated to the applicable email ID set forth in clause 2(f) above as well as to the appropriate Virtusa Recruitment SPOC. Further, for any queries related to invoice processing, Supplier may write to the applicable email ID set forth in clause 2(f) above.
- i. By signing this Addendum, Supplier acknowledges and agrees that it has read and understood the FAQs set forth in Annexure 1 hereto and shall comply with the same.

3. Indemnification

Supplier shall, at all times hereinafter, save and keep harmless and indemnified Virtusa, including its respective directors, officers, and employees and keep them indemnified from and against any third-party claim, demand, losses, liabilities or expenses of any nature and kind whatsoever, including without limitation, all reasonable legal and litigation costs and expenses (including reasonable attorney's fees) as incurred as a result of acts, omissions, negligence, misconduct or breach of obligations under this Addendum or under the Agreement/SOW committed by the Supplier.

Other than the amendments expressly set forth herein above, all other provisions of the Agreement shall remain un-amended and shall continue to be valid and fully binding and enforceable as they exist as of the date of this Addendum. Any capitalized terms used herein but not defined herein shall have the meanings given to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions set forth in this Addendum, the terms and conditions of this Addendum shall prevail.

By Supplier

Virtusa Consulting Services Private Limited

Signature: _____

Signature: _____

PRINT NAME: _____

PRINT NAME _____

TITLE: _____

TITLE _____

DATE: _____

DATE _____