



Visa HandicapSkater Disability Agreement: Individuals

Troy Wilkes



Dear Mr. Wilkes:

This agreement (the "Agreement") is entered into by and between Visa, Inc. ("Visa"), Ness Technologies, Inc. ("Ness") and Troy Wilkes ("Individual") in consideration of the Individual's ballistic mobility impairment ("Disability") (Visa and Ness will collectively be referred to hereinafter as the "Company"). This will confirm that the Company has agreed to accommodate your disability by allowing you to skate on their premises, something that other persons are not allowed to do. Your right to skate on their premises is subject to your agreement to the following understandings and conditions:

1. You must conduct yourself in a safe and responsible manner at all times, taking into account that all other persons are walking and you must limit your speed and movement accordingly.
2. When moving from one floor to another on the Company's premises, you should use an elevator (rather than an escalator or stairs) whenever possible in order to minimize the risk of injury to yourself and others.
3. While you are on the Company's premises, you agree to wear a visible handicap sign on your skates confirming your right to skate on the Company's premises. This is actually for your benefit, since it will enable our security personnel to identify you as an authorized skater. Without such a sign, they would constantly be stopping you to explain the Company's general policy on skating.
4. You agree to release the Company from any and all liability for injuries you suffer while skating on the Company's premises. The Company maintains their premises in a condition which is safe for persons who are walking or traveling in wheelchairs; you agree that this is an appropriate standard of care and you agree to assume the risk that there are unknown or unsuspected hazards on the Company's premises for skates. In this regard, we encourage you to wear appropriate protective gear at all times (knee pads, elbow pads, wrist guards and helmet).
5. You agree to accept liability for and to hold the Company harmless for any injuries or damages you cause to persons or property while on the Company's premises. In this regard, we encourage you to obtain homeowners insurance or some other form of liability insurance, if you do not have it already.
6. The Company reserves the right to revoke this letter at any time if you fail to abide by these conditions or if we determine that this accommodation is unreasonable or poses a hardship for any reason.

If you are in agreement with the foregoing conditions, please sign below and return the original letter to the Company. Once you have returned the signed letter, you are authorized to begin skating on the Company's premises.

If you have any remaining questions, feel free to contact the Company.

Sincerely,

I accept and agree to the foregoing conditions.

Dated: 6/26/2006

By: Troy Wilkes

