

**APPOINTMENT LETTER**

ary 25, 2022

Dear Kaluri Shaili,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c The retirement age is 58 years.
- d You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining.

2. Compensation:

You will be eligible for:

- a Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.

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- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.

d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).
- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ("Confidential Information"). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material



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On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program (PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For Wipro Limited,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on _____

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.
- For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.



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ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Kalluri Shailu, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Kalluri Shailu

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below:

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBPF)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600



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c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to your meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts.

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy.

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential.

ANNEXURE - V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE - VI

Variable Pay - A BRIEF OVERVIEW:

Variable Pay Policy Summary & Computation:

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e., the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed, altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e., you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.



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It consists of.

a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases, where basic is lower than INR 15,000- Minimum of 12% of (Basic+ WBP + Additional (Where applicable) or INR 1800 pm

b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

a. You would be entitled for Rs. 1000 per day for 8 days (total amount of Rs. 8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.

b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

i. Settlement and Miscellaneous Expenses: Rs. 1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro -> My Policies -> India -> My Travel/Transfer Policy-Team Rainbow.

d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY: SOCIAL SECURITY & OTHER BENEFITS

Medical

1. **Medical Assistance Program (MAS)**** This is a medical scheme covering you, your spouse and your children to the extent of Rs. 15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS.



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Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India -> My Financials -> Group Life Insurance/ Personal Accident.

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

Voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds: LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs. 1,50,000 per annum, member/employee will have an option to restrict the contribution to Rs. 1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs. 1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources -> India -> My Financials -> Deferred Benefits -> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro -> My data -> My Financials -> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☒ Accept ☐ Decline

☒ Signature Kaluri Srijanu 25/1/2022 12:15 PM

(checking the checkbox above is equivalent to a handwritten signature)

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