

WIPRO/2022/PCT7

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APPOINTMENT LETTER

January 24, 2022

Dear Soundarya Dharmavaram,

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.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to the basis of your effective performance and the performance results of the Company during your period of employment and other

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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 information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:

- You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
- You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
- For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
- For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation.

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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.
- For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company, or an affiliate except with the knowledge and consent of top management.
- For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

- Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: polyclearinghouse@wipro.com.
- Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - Unauthorized disclosure or communication of UPSI.
 - Procuring any UPSI from others.

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances.

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Total Cost to Company per annum

3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs. 15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings.

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

- you being "active" in the services of the company through to retention date as applicable
- your employment has not been terminated for poor performance or for cause prior to retention date
- you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you 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.

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exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs. 100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- 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
- 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

- 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.
- 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

- 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.
- 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:
 - 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.



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1. Your Life and Accident Cover

- Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- Group Term Life Insurance: Rs. 14,00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

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.

A 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 a 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 Soundarya Dharmavaram 24/1/2022 11:25 AM

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

Registered Office:

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