

APPOINTMENT LETTER

October 15, 2018

Ms. Kriti Srivastava 123 Gandhi Gram Bangalore Bangalore-560094

Dear Kriti Srivastava,

Welcome to Wipro Limited ('Wipro') and congratulations on your appointment as **Project Engineer.**

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 the appointment. On completion of the Probationary period, your appointment will be confirmed and communicated to you in writing. Unless confirmation is communicated in writing, the probation period is deemed extended.
- c. The retirement age is 58 years.
- You may be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or subsidiary, associate or affiliate of Wipro. In such 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 Wipro locations in India to suit customer time including on 24x7 basis. You agree to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in mind business needs and deliverables to customers.
- This letter of appointment is subject to your successful completion of all curriculum requirements as laid down by your University/Institution for award of the degree/diploma with a minimum aggregate, specified by Wipro for your role, and any other criteria specified by Wipro in terms of your educational qualifications before joining.
- g. Kindly ensure you submit the second copy of the appointment letter signed by you on the day of reporting for work.

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III titled Salary Offer Sheet.
- b. Variable Pay The details of this component are listed in Annexure V. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the management.

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Registered Office:

Wipro Limited Doddakannelli Sarjapur Road Bengaluru 560 035 W: wipro.com India

T:+91(80)28440011 F:+91(80)28440054 E:info@wipro.com

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- c. Other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Wipro policy.
- e. Changes in your compensation are at Wipro's discretion and will be subject to and on the basis of effective performance and results during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by Wipro.
- Participation in the Wipro Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- Leave Travel Assistance (LTA) as per the policy of Wipro.
- Wipro Medical Assistance Scheme (MAS) and Contributory Medical Insurance for your band and stream provided you are not covered under the purview of the ESI Act.
- Employee Benefits Program sponsored and administered by Wipro for management employees, comprising pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- Please refer to the detailed policies in the Wipro intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of Wipro, whether directly or indirectly.
- b. You may be required to undertake travel on Wipro work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
- c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct and Ethics as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- Consistent with (c) above, any matter or situation or incident that may arise which could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

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5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and 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.
- 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
- 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 Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
 - Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
 - Any existing employee to become associated with, or perform services of any type for any third
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand Wipro'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 Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, 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 Wipro and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with Wipro (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 Wipro.

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 Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (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 Wipro during the six (6) months preceding the date of separation.

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9. General:

This letter of appointment is subject to the condition that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. 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 Agreement.

- Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter 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.
- These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- c. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. 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. During the employment you have to comply by all policies of Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time. You agree to comply with all policies as modified from time to time.
- e. Your appointment will not be further processed and will be treated as withdrawn in the event:
 - You fail to clear any remaining backlog examinations, and/or
 - ii. You have not scored a minimum aggregate marks of 60% in your 10th Standard.
 - iii. You have not scored a minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iv. For Graduates: You have not scored a minimum aggregate marks of 60% in your graduation.
 - v. For Post Graduates: You have not scored a minimum aggregate marks of 60% in your graduation and 60% in post-graduation.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs / Self-directed learning modules / MOOCs/ in-classroom learning / on-the-job training / Top Gear modules and / or customer specific tools and technology learning. Through this extensive training Wipro makes significant investment for your project readiness and successful journey in the projects. In consideration of the company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and serve the company for a period of 15 months commencing from the date of your joining. In case you choose to leave the company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall pay to the company liquidated damages of upto Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the company.

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11. Notice Period:

This contract of employment is terminable, without reasons, by either party giving one-month notice during probationary period and two months' notice on confirmation. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if Wipro desires the employee to continue the employment during the notice period the employee shall do so.

Please confirm that the above terms are acceptable to you and that you accept the appointment by signing a copy of this letter of appointment and submitting the same on the date of appointment.

12. On Separation:

On acceptance of separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

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

Yours sincerely, For Wipro Limited,

Sunil Kalachar **General Manager - Talent Aquisition**

Place: _____

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

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I shall be reporting for duty on ___/__/___ Name: Signature: _____ Date: __ /__ /___

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