Nagar Yuwak Shikshan Sanstha's



Yeshwantrao Chavan College of Engineering (An Autonomous Institution affiliated to Rashtrasant Tukadoji Maharaj Nagpur University)

Hingna Road, Wanadongri, Nagpur - 441 110

NAAC Accredited with 'A' Grade Ph.: 07104-242919, 242623, 242588

Website : www.ycce.edu E-mail : principal@ycce.edu

5.2.1 Appointment Letter / Offer Letter

Sr. No.	Name	Page No
1.	Sumit Paban Mandal	2
2.	Aniket Yashawant Bhaisare	3
3.	Shubham Vijay Ukey	4
4.	Harshal Kishor Khiyani	5 - 14
5.	Nikki Lekhraj Paliwal	15 - 24
6.	Sanket Anilrao Nawghare	25
7.	Himanshu Lalbahadur Kalbandhe	26
8.	Vaishnavi Ganesh Kulkarni	27 - 44
9.	Sanket Sanjay Chandekar	45 - 62
10.	Shubham Suresh Chavan	63 - 80
11.	Mukesh Harish Vazirani	81-98



Principal Yeshwantrao Chavan College of Engineering Wanadongri Hingna Road, NAGPUR - 441110



Mr. Sumit Paban Mandal Yeshwantrao Chavan College of Engineering Nagpur JFL/HR/OFFER/2017 04th Jul 2017

Sub: Offer of Appointment

Dear Mr. Sumit,

With reference to your application and the subsequent campus interview, we are pleased to offer you an appointment as **Graduate Engineering Trainee** (**GET**) in **Supply Chain in the grade M2B** in our organization at **Supply Chain Centre – Nagpur** on the terms and conditions mutually agreed upon. Your Compensation and Benefits structure will be as under:

Particular	Amount(in Rs. Per annum)
Basic	1,35,000
HRA	67,500
Entertainment	1,38,552
Transport Allowance	24,000
Sub Total	3,65,052
PF	16,200
Gratuity	6,494
Sub Total	22,694
Insurance	21,485
Fixed Pay	4,09,231
IPVP	24,554
CPVP	24,554
СТС	4,58,339

Group Personal Accident & Group Term Life Insurance Coverage for self.

Performance Pay (Variable) as per Company policy.

**Variable Pay for FY18 for IPVP is showing @ Good rating and CPVP at 100% business achievement. The policy is subject to change as the organization deems fit.

A formal letter of appointment will be issued to you on joining services on or before **Thursday**, **01**st **Aug 2017**. We reserve the right to cancel this offer in case of failure to join the organization by this date or any information furnished by you is found to be false.

- 1. Photocopy of certificate showing your date of birth.
- 2. Photocopy of your highest qualification certificate.
- 3. Two recent passport size photographs.
- 4. Copy of bank account (Cancel Cheque / passbook copy)
- 5. Copy of PAN Card & Driving License
- 6. Aadhar Card Copy.

We welcome you to **Jubilant FoodWorks Limited** and hope to have a mutually happy and successful association. Kindly sign the duplicate copy of this letter as a token of acceptance of this offer.

Thanking you, For Jubilant FoodWorks Limited

Amar Deep Yadav DGM- Human Resources



Mr. Aniket Yashawant Bhaisare Yeshwantrao Chavan College of Engineering Nagpur JFL/HR/OFFER/2017 04th Jul 2017

Sub: Offer of Appointment

Dear Mr. Aniket,

With reference to your application and the subsequent campus interview, we are pleased to offer you an appointment as **Graduate Engineering Trainee** (**GET**) in **Supply Chain in the grade M2B** in our organization at **Supply Chain Centre – Nagpur** on the terms and conditions mutually agreed upon. Your Compensation and Benefits structure will be as under:

Particular	Amount(in Rs. Per annum)
Basic	1,35,000
HRA	67,500
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Transport Allowance	24,000
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- 2. Photocopy of your highest qualification certificate.
- 3. Two recent passport size photographs.
- 4. Copy of bank account (Cancel Cheque / passbook copy)
- 5. Copy of PAN Card & Driving License
- 6. Aadhar Card Copy.

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Thanking you, For Jubilant FoodWorks Limited

Amar Deep Yadav DGM- Human Resources

B.E (MECH)





1 November, 2017

SUBJECT - LETTER OF INTENT

Dear Shubham Vijay Ukey

BE - ME - YCCE, Nagpur- 8087081096

With reference to our discussion, we have shortlisted you for the position of Customer Care Representative in our organization based out of Ahmedabad, Gujarat Location, subject to following conditions:

- You have to clear further rounds of interview at our Ahmedabad office after your completion of course during March-April 2018.
- On your successful completion of our selection process, you will be given a detailed offer letter mentioning the detailed CTC break-up and the date of joining.

Please note that this letter of intent is issued to you to inform that you have been shortlisted for next rounds of selection process and doesn't guarantee any employment with us at this stage.

Wish you best of luck!!

For, Motif India Infotech Pvt. Ltd.



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MOTIF INDIA INFOTEC11 PVT. LTD.



Ref: HR/JUN/06/A3/57196017/60014363/1000793997

Date: 06 June, 2017

Harshal Khiyani

Near Shree Guru Sangat Darbar, Khamala, Nagpur-440025, Maharashtra, India

Dear Mr. Harshal

This is with reference to your application and subsequent interview you had with us.

We are pleased to offer you employment as **Graduate Trainee Engineer** in **Senior Executive - A3 grade** in our business on the following terms and conditions.

1. PLACE OF POSTING:

Your initial posting will be at **Bhiwandi,Maharashtra**.

However, during employment with the Company, you may be posted at any other location in India or abroad, without any additional remuneration. Further your services may be transferred to any other Reliance Group Company.

This offer is subject to your joining us on or before 22 July, 2017 and successful clearance of the Pre-Employment Medical Examination.

2. COMPENSATION:

Your compensation on a Cost to Company (CTC) basis will be **Rs. 3,00,000/- (Rupees Three Lac(s) Only) per annum** and will be payable as under. Please refer to Annexure 1A for detailed breakup of your CTC.

i. Fixed Pay: Rs. 2,78,415/- (Rupees Two Lac(s) Seventy Eight Thousand Four Hundred Fifteen Only) per annum.

This includes Basic Pay and Choice Pay that consists of other allowances, benefits, perquisites etc. as per the compensation policy of the company.

ii. Retirals: Rs. 21,587/- (Rupees Twenty One Thousand Five Hundred Eighty Seven Only) per annum.

This includes Provident Fund and Gratuity (company's contribution @ 12% of Basic Pay and 4.81% of Basic Pay, respectively).

Note: Aggregate of Fixed Pay and Retirals is Committed CTC (refer Annexure 1A).

3. GENERAL:

You may choose components of your CTC as per your requirement, being referred as Choice Pay. In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days you are in the employment of the Company.

The available CTC components along with limits have been detailed in Annexure 1B.

The components within each category of payment are discretionary and the Company has the right to change these components at any time without notice. Your compensation and all other payments



received by you would be subject to the prevailing tax rules and regulations.

The Annexure 1A and the detailed "Terms & Conditions of Employment" in Annexure 2 together sets forth the terms and conditions under which the Company would employ you and become effective from the date you join the Company. Your acceptance of the offer of employment would be on the basis of these terms and conditions of employment.

You are requested to sign and return to the Company a copy of this letter containing Annexure 1A and "Terms & Conditions of Employment" in Annexure 2, as confirmation of your acceptance.

This offer and appointment letter shall automatically stand withdrawn in case we do not receive your acknowledgement and acceptance within ten days from issue of this letter.

We wish you a long and successful association with us.

Sincerely yours, For Reliance Corp IT Park Ltd

Ramandeep Singh

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/ employment and declare that I hereby unconditionally and irrevocably accept the same.

I shall report for duty on _____

SIGNATURE: _____

DATE: _____



Annexure 1A					
Name: Harshal Khiyani					
EARNINGS					
CTC Components		Proposed C	TC (Rs.)		
		Monthly	Annual		
<u>A</u> .	Fixed Pay				
1	Basic Pay	10,701	1,28,415		
Cl	hoice Pay				
2	Conveyance	1,600	19,200		
3	Fuel & Maintenance	Refer Annexure	Refer Annexure		
4	Leave Travel Allowance	Refer Annexure	Refer Annexure		
5	Medical Reimbursement	Refer Annexure	Refer Annexure		
6	Bonus*	0	0		
7	Residual Choice Pay	4,944	59,326		
Но	Housing				
8	House Rent Allowance	5,351	64,208		
In	Insurance				
9	GPA Insurance Premium	10	125		
10	Group Term Life Insurance Premium	23	275		
11	Medical Insurance Premium	572	6,866		
Тс	otal Fixed Pay [A]	23,201	2,78,415		
B. Retirals					
1	PF - Employer Contribution	1,284	15,410		
2	Gratuity (4.81% of Basic)	515	6,177		
Total Retirals [B]		1,799	21,587		
Тс	Total CTC (A + B) 25,000 3,00,00				

Note: The above amounts are the maximum permissible limits. On joining, you may change the same to suit your needs.

(*) In case of employees that are entitled to Bonus under the Payment of Bonus Act 1965.



Annexure - 2

TERMS AND CONDITIONS OF EMPLOYMENT

1. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

- a. Medical Fitness: You being declared medically fit by a Medical Officer or by a Doctor specified by the Company and remaining medically fit.
- b. Verification of Particulars: In case particulars mentioned in your application and the representations and warranties provided by you are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

2. PROBATION:

You will be initially on probation for a period of Six Months, which may be extended or reduced at the sole discretion of the Management. During the period of probation, the appointment is terminable by giving 30 days' notice in writing by either side or payment of 30 days Basic salary in lieu thereof. On completion of initial probation period till such time that you are intimated in writing regarding your confirmation, you shall continue to be on probation. After confirmation, the employment can end through three months' notice or payment of Basic salary in lieu thereof by either side. You shall attend duties till you are relieved from services in writing. Waiving the Notice Period on resignation is at the sole discretion of the company.

3. TRANSFER

Your employment is transferable to any other place/ establishment/ department/ division/ unit/ branch/ subsidiary of the company. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.

4. **REPRESENTATIONS AND WARRANTIES:**

The Company's agreement to continue to employ you and the compensation and benefits to be paid to you are in consideration of the terms, covenants, and conditions stated herein, and you represent and warrant to the company that:

- a. You are under no contractual or other restriction or obligation which is inconsistent with the conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder.
- b. You are under no physical or mental disability that would hinder the performance of your duties contained herein.
- c. You shall not raise any issue of the reasonableness of the terms, covenants, and/or conditions in any proceeding to enforce these terms, covenants and/or conditions.
- d. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, inconsistent herewith
- e. You hereby agree and undertake to indemnify the Company, its affiliates and the directors, officers and employees of each of the foregoing and to hold them harmless from and against any and all third party claims they face, which give rise to any liabilities, damages, claims, costs and expenses (including legal expenses), due to any act, omission, violation or breach of any of your representations, warranties, and covenants.



- f. The Company shall indemnify and defend you to the fullest extent permitted by the law of the State of Company's incorporation and the By-Laws of the Company with respect to any claims that may be brought against you arising out of any action taken or not taken in your capacity as an officer or director of the Company; provided, that, the Company shall not indemnify and defend you with respect to any claims brought against you relating to intentional or willful acts, or to other acts as to which indemnification is not allowable under applicable law.
- g. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and conditions set forth herein are essential for the Company's protection; and the Company has relied on these representations, warranties, and agreements by you.

5. DUTIES AND RESPONSIBILITIES:

a. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability. You agree that you will devote all of your working time, care and attention and best efforts to such duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules and regulations and directions of the Company.

You are required to engage yourself exclusively in the work assigned by the company and shall not take up any independent or individual assignments (whether the same as 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 will avoid any such issue which may result in a conflict between your personal interest and the interest of the company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.

b. Non Solicitation: You will not, during the course of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by any of its associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company; and prohibits you from directly or indirectly inducing an employee with whom you have worked with or been in association with during your employment with the company.

- c. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.
- d. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial share or other beneficial interest in any business enterprise which is engaged in, or in competition with, any business engaged in by the Company. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business whose securities are traded on any national stock exchanges or in the over-the-counter market.
- e. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the company, specified from time to time. However, you may be required to work additional hours, as may be required from time to time, to carry out your duties and responsibilities effectively.

You may be required to work on any day of the year, including festival holidays, in the establishment. You



will be allowed a weekly off in accordance with law on any one of the days in the week, as per the schedule notified.

You shall be entitled to leave and other benefits as per the rules and regulations of the organization.

- f. **Non-disclosure:** You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which you may know by virtue of your being the employee of the Company.
- g. Confidentiality: You shall keep confidential all the information and material provided to you by the Company concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination of this employment.

You shall not at any time, either during your employment or thereafter, except with prior written consent from the company, use for yourself or divulge or disclose, either directly or indirectly, to any person, firm or body corporate, any know-how, drawings or any trade secrets or your user ID and password for various IT applications provided to you or any confidential information as to method or process in connection with any activity of the company or any financial matter of the company which you may acquire during the course of your employment, concerning the business, activity, affairs or property of the company or its subsidiary companies, nor will you keep in your possession or pass on to others without proper written consent of the Management, any documents belonging to the company. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the missing of your credentials.

You are also expected to keep your salary package strictly confidential and not to share any information regarding the salary to anyone except your very close family members.

h. Proprietary Rights: You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Letter's Patent, Licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in favor of the Company or in favor of such other person or persons, firms or companies, as the company may direct as the sole beneficiary thereof.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

i. **Safe-keeping of Company's property:** You will be responsible for the safe keeping and return in good condition and order of all the properties of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it



deems proper in the event of your failure to account for such material or property to its satisfaction.

- j. Return of the Company's Property and records: Upon termination of your employment, you shall forthwith hand over any letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the company. Also, you shall return to the Company, without condition, all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.
- k. Authorizations for activities: You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

- I. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its Group companies or any other employee or business associate of the Company or the Group Company in any public or non-public communication with any customer or member of the investment community or media or in any communication.
- m. **Confidential nature of terms of employment:** You agree that, except as may be required by applicable law you shall not disclose the terms of employment to any person other than your close family members.
- n. Model Release: You hereby consent and authorize the Company and its successors, assigns, nominees, designees or those for whom they are acting, the right to copyright, and/or use, and/or publish photographic portraits or pictures of the employee, or in which the employee may be included in whole or in part, or composite, in conjunction with my own or any other picture, name or reproductions thereof in color or otherwise make through any media at its offices or elsewhere, for art, advertising, business or trade or any other lawful purpose whatsoever. With respect to the foregoing, no promises have been made to employee to secure his / her consent / authorization to this release. You hereby waive any right that you may have to inspect and approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied. You hereby release, discharge, the Company and its nominees, designees, successors and assigns, or other form whom it is acting, from liability by virtue of any such portraits or pictures, or in any processing tending towards the completion of the finished product.
- o. Enforceability: You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company. You and the Company agree that the restrictions and remedies contained hereinabove are reasonable and that it is your intention and the intention of the Company that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.
- p. It shall be your responsibility to initiate legal process and / or lodge complaints in respect of offenses committed against the Company or the Company property or the affairs of the Company, as may be necessary, by virtue of the responsibilities attached to the office or role occupied by you in the course of the employment with the company.

6. TERMINATION OF EMPLOYMENT:



- a. Employment AT-WILL: You and the Company acknowledge that the employment is and shall continue to be AT-WILL. This means, that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.
- b. **Performance:** Your appointment and subsequent continuation of employment with the Company is strictly based on your delivering consistently on the agreed performance parameters and business targets.
- c. **Superannuation:** You will automatically retire from the service of the company on attaining the age of 58 years.
- d. Absenteeism: If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:
 - i. Return to work within 8 days from the commencement of such absence, and
 - ii. Give an explanation to the satisfaction of the Management regarding such absence
- e. **Medical Fitness:** The Management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you may be terminated from employment.
- f. **Notice Period:** Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months' notice in writing or payment of pro rata three months' Basic Salary, in lieu thereof. Likewise, you may resign from employment without cause by giving three months' notice in writing or by payment of pro rata three months' Basic Salary, in lieu thereof. In the event of your resignation, the Company in its sole discretion will have an option to accept the same and relieve you prior to the completion of the stipulated notice period of 3 months, without any pay in lieu of the notice period.
- g. **Termination for Misconduct:** Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any action of indiscipline or inefficiency.
- h. **Suspension:** You may be placed under suspension, without salary, pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.
- i. **Harassment:** The Establishment considers harassment and discrimination of any nature to be an unacceptable form of Behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.
- j. **Non-compete:** In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business of Reliance or any of its Group Companies.
- k. **Recovery of Payments:** Payments / reimbursements made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the company before completion of one year of joining.



7. AUTHORIZATION FOR ANTECEDENT VERIFICATION :

You have hereby given no objection in the Company (Or its group Companies and associates) sharing your personal information and documents, including but not limited to Aadhaar number, other Government issues ID number such as Voter ID, PAN card, DL, name, gender, date of birth, addresses, mobile number, email, education record and employment record with any Reference / Antecedent Verification Organization that Reliance Retail has appointed time being or anytime later for the purpose of background checks and verifications, in order to avail services such as employment / training / management / payment / credit / insurance / house on rent / vehicle on rent, etc.

You have hereby authorized the Company or any agency/ agencies appointed by them from time to time to store your personal information on their platform, which will be accessible to the Company or its service provider for which this consent is being obtained. The Company or its service provider and their authorized users / partners / affiliates / contractors can access and update your digital record on such platform, including data, documents, certificates, verification reports, references, testimonials, etc. and can use related services provided via such agency. You have understood that agency will ensure security and confidentiality of the same.

You also agree that your digital record including references, testimonials and verification reports on such agency platform will only be available to any other users of the platform if/when you provide your explicit consent for the same. You have also understood that you have the option of deleting your digital record from such agency database.

Your No Objection will be coterminous with the arrangement between the Company and any agency / organization engaged by the Company for Reference / Antecedent Verification of your current and past employments.

8. GENERAL:

- a. **Training:** You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on stipulated terms and conditions. You will diligently and beneficially take part in the training and such assignments in accordance with company policies and directives. The cost of any such training shall be borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.
- b. **Rules Regulations and Policy on Ethics:** You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the company that may come in force from time to time. You must observe the policies that the Company publishes from time to time. These include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee.
- c. Media Interaction: You will not interact with the media electronic, print or otherwise in
 - i. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the company unless you have express and direct approval from the Management to interact with the media as the representative of the Company. Only persons duly authorized by the Management are allowed to interact with media on specified subjects. Disclosure of any information other than statutory disclosures or those specifically authorized by the Management is prohibited.
 - ii. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Management. These will need to be combined with cautionary statements, wherever required.
 - iii. You shall also not disclose non-public information selectively to any particular group as it may lead to



unfair advantage / discrimination.

- iv. For any outside publication of books, articles or manuscripts which relate specifically to the Company's business, policies and processes, you should take the approval of the Management prior to its release.
- v. Any violation of the company's media policy, tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.
- d. **Dispute Jurisdiction:** It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at Mumbai and that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Mumbai.
- e. Entire Agreement: This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.
- f. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.
- g. **Change of address:** You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- h. **Passport:** It is desirable that you have a valid passport at all times and ensure that the same is renewed from time to time.
- i. **Travel:** You shall make your own transport arrangements to and fro from the place of work.

In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

The various clauses of this letter are to be read, understood, and interpreted in its entirety, and none of the clauses are severable from the remaining.

I confirm that this contract is in accordance with our mutual understanding and unconditionally and irrevocably accept the above terms and conditions.

Employee Name:

Signature:

Date:



Ref: HR/JUN/06/A3/57196117/60014463/1000794997

Date: 06 June, 2017

Nikki Palliwal

Plot no256, Chandramani Nagar, Near Rameshwariroad, Nagpur-440026, Maharashtra, India

Dear Mr. Nikki

This is with reference to your application and subsequent interview you had with us.

We are pleased to offer you employment as **Graduate Trainee Engineer** in **Senior Executive - A3 grade** in our business on the following terms and conditions.

1. PLACE OF POSTING:

Your initial posting will be at **Bhiwandi,Maharashtra**.

However, during employment with the Company, you may be posted at any other location in India or abroad, without any additional remuneration. Further your services may be transferred to any other Reliance Group Company.

This offer is subject to your joining us on or before 22 July, 2017 and successful clearance of the Pre-Employment Medical Examination.

2. COMPENSATION:

Your compensation on a Cost to Company (CTC) basis will be **Rs. 3,00,000/- (Rupees Three Lac(s) Only) per annum** and will be payable as under. Please refer to Annexure 1A for detailed breakup of your CTC.

i. Fixed Pay: Rs. 2,78,415/- (Rupees Two Lac(s) Seventy Eight Thousand Four Hundred Fifteen Only) per annum.

This includes Basic Pay and Choice Pay that consists of other allowances, benefits, perquisites etc. as per the compensation policy of the company.

ii. Retirals: Rs. 21,587/- (Rupees Twenty One Thousand Five Hundred Eighty Seven Only) per annum.

This includes Provident Fund and Gratuity (company's contribution @ 12% of Basic Pay and 4.81% of Basic Pay, respectively).

Note: Aggregate of Fixed Pay and Retirals is Committed CTC (refer Annexure 1A).

3. GENERAL:

You may choose components of your CTC as per your requirement, being referred as Choice Pay. In the year of joining and leaving the Company, the CTC will be pro-rated based on the number of days you are in the employment of the Company.

The available CTC components along with limits have been detailed in Annexure 1B.

The components within each category of payment are discretionary and the Company has the right to change these components at any time without notice. Your compensation and all other payments



received by you would be subject to the prevailing tax rules and regulations.

The Annexure 1A and the detailed "Terms & Conditions of Employment" in Annexure 2 together sets forth the terms and conditions under which the Company would employ you and become effective from the date you join the Company. Your acceptance of the offer of employment would be on the basis of these terms and conditions of employment.

You are requested to sign and return to the Company a copy of this letter containing Annexure 1A and "Terms & Conditions of Employment" in Annexure 2, as confirmation of your acceptance.

This offer and appointment letter shall automatically stand withdrawn in case we do not receive your acknowledgement and acceptance within ten days from issue of this letter.

We wish you a long and successful association with us.

Sincerely yours, For Reliance Corp IT Park Ltd

Ramandeep Singh

ACKNOWLEDGEMENT & ACCEPTANCE

I have read and understood all terms and conditions relating to my appointment/ employment and declare that I hereby unconditionally and irrevocably accept the same.

I shall report for duty on _____

SIGNATURE: _____

DATE: _____



Annexure 1A					
Name: Nikki Palliwal					
EARNINGS					
CTC Components		Proposed CTC (Rs.)			
		Monthly	Annual		
<u>A</u> .	Fixed Pay				
1	Basic Pay	10,701	1,28,415		
Cl	hoice Pay				
2	Conveyance	1,600	19,200		
3	Fuel & Maintenance	Refer Annexure	Refer Annexure		
4	Leave Travel Allowance	Refer Annexure	Refer Annexure		
5	Medical Reimbursement	Refer Annexure	Refer Annexure		
6	Bonus*	0	0		
7	Residual Choice Pay	4,944	59,326		
Но	ousing				
8	House Rent Allowance	5,351	64,208		
Insurance					
9	GPA Insurance Premium	10	125		
10	Group Term Life Insurance Premium	23	275		
11	Medical Insurance Premium	572	6,866		
Тс	otal Fixed Pay [A]	23,201	2,78,415		
B. Retirals					
1	PF - Employer Contribution	1,284	15,410		
2	Gratuity (4.81% of Basic)	515	6,177		
Тс	otal Retirals [B]	1,799	21,587		
Total CTC (A + B) 25,000 3,00,00			3,00,000		

Note: The above amounts are the maximum permissible limits. On joining, you may change the same to suit your needs.

(*) In case of employees that are entitled to Bonus under the Payment of Bonus Act 1965.



Annexure - 2

TERMS AND CONDITIONS OF EMPLOYMENT

1. MEDICAL FITNESS & VERIFICATION OF PARTICULARS:

Your appointment is subject to:

- a. Medical Fitness: You being declared medically fit by a Medical Officer or by a Doctor specified by the Company and remaining medically fit.
- b. Verification of Particulars: In case particulars mentioned in your application and the representations and warranties provided by you are found false or unsatisfactory, your services would be liable for termination at any time without any notice or any compensation in lieu thereof.

2. PROBATION:

You will be initially on probation for a period of Six Months, which may be extended or reduced at the sole discretion of the Management. During the period of probation, the appointment is terminable by giving 30 days' notice in writing by either side or payment of 30 days Basic salary in lieu thereof. On completion of initial probation period till such time that you are intimated in writing regarding your confirmation, you shall continue to be on probation. After confirmation, the employment can end through three months' notice or payment of Basic salary in lieu thereof by either side. You shall attend duties till you are relieved from services in writing. Waiving the Notice Period on resignation is at the sole discretion of the company.

3. TRANSFER

Your employment is transferable to any other place/ establishment/ department/ division/ unit/ branch/ subsidiary of the company. However, such transfer will not entail any increase in your salary and / or adversely affect your emoluments.

4. **REPRESENTATIONS AND WARRANTIES:**

The Company's agreement to continue to employ you and the compensation and benefits to be paid to you are in consideration of the terms, covenants, and conditions stated herein, and you represent and warrant to the company that:

- a. You are under no contractual or other restriction or obligation which is inconsistent with the conditions contained herein, the performance of your duties hereunder, or the other rights of the Company hereunder.
- b. You are under no physical or mental disability that would hinder the performance of your duties contained herein.
- c. You shall not raise any issue of the reasonableness of the terms, covenants, and/or conditions in any proceeding to enforce these terms, covenants and/or conditions.
- d. You have full right and authority to execute this contract and that you are not bound by any contract or arrangement, including any employment contract, bond or covenant not to compete, inconsistent herewith
- e. You hereby agree and undertake to indemnify the Company, its affiliates and the directors, officers and employees of each of the foregoing and to hold them harmless from and against any and all third party claims they face, which give rise to any liabilities, damages, claims, costs and expenses (including legal expenses), due to any act, omission, violation or breach of any of your representations, warranties, and covenants.



- f. The Company shall indemnify and defend you to the fullest extent permitted by the law of the State of Company's incorporation and the By-Laws of the Company with respect to any claims that may be brought against you arising out of any action taken or not taken in your capacity as an officer or director of the Company; provided, that, the Company shall not indemnify and defend you with respect to any claims brought against you relating to intentional or willful acts, or to other acts as to which indemnification is not allowable under applicable law.
- g. These terms, covenants, and/or conditions shall survive the termination of your employment with the Company; and conditions set forth herein are essential for the Company's protection; and the Company has relied on these representations, warranties, and agreements by you.

5. DUTIES AND RESPONSIBILITIES:

a. **Exclusivity:** You agree to perform your duties, responsibilities and obligations efficiently and to the best of your ability. You agree that you will devote all of your working time, care and attention and best efforts to such duties, responsibilities and obligations throughout the term of employment. You also agree that you will not engage in any other employment or business activities. You agree that all of your activities as an employee of the Company shall be in conformity with all the policies, rules and regulations and directions of the Company.

You are required to engage yourself exclusively in the work assigned by the company and shall not take up any independent or individual assignments (whether the same as 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 will avoid any such issue which may result in a conflict between your personal interest and the interest of the company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

You shall obey and comply with all the orders and directions given to you by your superior or any other person duly authorized in that behalf. You shall obey all the rules and regulations, either statutory or otherwise, which are in vogue and may be notified from time to time.

b. Non Solicitation: You will not, during the course of your employment or at any time thereafter, without the prior written consent of the Company, directly or indirectly, solicit for employment, or employ or otherwise contract for the services of, any person who is employed or engaged (either as an employee or consultant) by any of its associated companies or directly or indirectly induce any such employee to leave his or her employment.

This covenant shall survive the termination of your employment with the Company; and prohibits you from directly or indirectly inducing an employee with whom you have worked with or been in association with during your employment with the company.

- c. **Other Interests:** You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.
- d. **Controlling Interest:** You agree that, so long as you are employed by the Company, you will not own, directly or indirectly, any controlling or substantial share or other beneficial interest in any business enterprise which is engaged in, or in competition with, any business engaged in by the Company. Notwithstanding the foregoing, you may own, directly or indirectly, up to 5% of the outstanding securities of any business whose securities are traded on any national stock exchanges or in the over-the-counter market.
- e. **Work hours:** Your working hours at your place of posting shall be as per the rules and regulations of the company, specified from time to time. However, you may be required to work additional hours, as may be required from time to time, to carry out your duties and responsibilities effectively.

You may be required to work on any day of the year, including festival holidays, in the establishment. You



will be allowed a weekly off in accordance with law on any one of the days in the week, as per the schedule notified.

You shall be entitled to leave and other benefits as per the rules and regulations of the organization.

- f. **Non-disclosure:** You shall neither divulge nor give out information to any unauthorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which you may know by virtue of your being the employee of the Company.
- g. Confidentiality: You shall keep confidential all the information and material provided to you by the Company concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use or disclose except with the prior written permission of the Company. Your obligation to keep such information confidential shall remain even on termination of this employment.

You shall not at any time, either during your employment or thereafter, except with prior written consent from the company, use for yourself or divulge or disclose, either directly or indirectly, to any person, firm or body corporate, any know-how, drawings or any trade secrets or your user ID and password for various IT applications provided to you or any confidential information as to method or process in connection with any activity of the company or any financial matter of the company which you may acquire during the course of your employment, concerning the business, activity, affairs or property of the company or its subsidiary companies, nor will you keep in your possession or pass on to others without proper written consent of the Management, any documents belonging to the company. You will be solely responsible and accountable for any information loss/sharing or breach of confidentiality in any way which has occurred due to the missing of your credentials.

You are also expected to keep your salary package strictly confidential and not to share any information regarding the salary to anyone except your very close family members.

h. Proprietary Rights: You will disclose to us forthwith any discovery, invention, process or improvement made or discovered by you while in our service, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Company. If and when required to do so by the Company, you shall at the Company's expense, take out or apply for Letter's Patent, Licenses or other rights, privileges or protection as may be directed by the Company in respect of any such discovery, invention, process or improvement so that the benefit thereof shall accrue to us and you will execute and do all instruments, acts, deeds and things, which may be required by us for assigning, transferring or otherwise vesting the same and all benefits arising in respect thereof in favor of the Company or in favor of such other person or persons, firms or companies, as the company may direct as the sole beneficiary thereof.

You will assign (and you hereby do assign) in perpetuity to the Company or its nominee all of your rights to all such new ideas (including all inventions), and to applications for patent or copyrights in all countries, if any, and execute such documents and take such lawful action as may be reasonably required to assign such new ideas to the Company or its nominee.

You will execute and deliver promptly to the Company (without charge to you but at the expense of the Company) such written instruments and cooperate and do such other acts as the Company in its sole discretion deems necessary or desirable to assign and transfer title in such new ideas to the Company and / or its nominee and to assist the Company in preserving the property right in such new ideas (including against forfeiture, abandonment, or loss) and to vest the entire right and title and interest therein exclusively in the Company and / or its nominee.

i. **Safe-keeping of Company's property:** You will be responsible for the safe keeping and return in good condition and order of all the properties of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other action as it



deems proper in the event of your failure to account for such material or property to its satisfaction.

- j. Return of the Company's Property and records: Upon termination of your employment, you shall forthwith hand over any letter of Authority or Power of Attorney issued to you or any property / material of the company in your possession at the time of cessation of your employment with the company. Also, you shall return to the Company, without condition, all documents, files, records, keys, and other property of the Company in your possession regardless of the media on which such items are stored, and you shall not retain any copies or duplicates thereof.
- k. Authorizations for activities: You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

You will avoid any issue which may result in a conflict between your personal interests and the interests of the Company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the Company.

- I. **Non-disparagement:** You agree that you shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its Group companies or any other employee or business associate of the Company or the Group Company in any public or non-public communication with any customer or member of the investment community or media or in any communication.
- m. **Confidential nature of terms of employment:** You agree that, except as may be required by applicable law you shall not disclose the terms of employment to any person other than your close family members.
- n. Model Release: You hereby consent and authorize the Company and its successors, assigns, nominees, designees or those for whom they are acting, the right to copyright, and/or use, and/or publish photographic portraits or pictures of the employee, or in which the employee may be included in whole or in part, or composite, in conjunction with my own or any other picture, name or reproductions thereof in color or otherwise make through any media at its offices or elsewhere, for art, advertising, business or trade or any other lawful purpose whatsoever. With respect to the foregoing, no promises have been made to employee to secure his / her consent / authorization to this release. You hereby waive any right that you may have to inspect and approve the finished product or the advertising copy that may be used in connection therewith, or the use to which it may be applied. You hereby release, discharge, the Company and its nominees, designees, successors and assigns, or other form whom it is acting, from liability by virtue of any such portraits or pictures, or in any processing tending towards the completion of the finished product.
- o. Enforceability: You acknowledge and agree that any violation of any of your duties and responsibilities may result in irreparable damage to the Company, and, accordingly, the Company may obtain injunctive and other equitable relief for any breach or threatened breach of such duties and obligations, in addition to any other remedies available to the Company. You and the Company agree that the restrictions and remedies contained hereinabove are reasonable and that it is your intention and the intention of the Company that such restrictions and remedies shall be enforceable to the fullest extent permissible by law. If it shall be found by a court of competent jurisdiction that any such restriction or remedy is unenforceable but would be enforceable if some part thereof were deleted or the period or area of application reduced, then such restriction or remedy shall apply with such modification as shall be necessary to make it enforceable.
- p. It shall be your responsibility to initiate legal process and / or lodge complaints in respect of offenses committed against the Company or the Company property or the affairs of the Company, as may be necessary, by virtue of the responsibilities attached to the office or role occupied by you in the course of the employment with the company.

6. TERMINATION OF EMPLOYMENT:



- a. Employment AT-WILL: You and the Company acknowledge that the employment is and shall continue to be AT-WILL. This means, that you have the right to terminate your employment at any time and for any reason. Likewise, the Company may terminate your employment with or without cause at any time and for any reason. Accordingly, this letter is not to be construed or interpreted as containing any guarantee of continued employment. As such, the recitation of certain time periods in this letter is solely for the purpose of defining your compensation. It is also not to be construed or interpreted as containing any guarantee of any particular level or nature of compensation.
- b. **Performance:** Your appointment and subsequent continuation of employment with the Company is strictly based on your delivering consistently on the agreed performance parameters and business targets.
- c. **Superannuation:** You will automatically retire from the service of the company on attaining the age of 58 years.
- d. Absenteeism: If you absent yourself without leave or remain absent beyond the period of leave originally granted or subsequently extended, you shall be considered as having voluntarily terminated your employment without giving any notice unless you:
 - i. Return to work within 8 days from the commencement of such absence, and
 - ii. Give an explanation to the satisfaction of the Management regarding such absence
- e. **Medical Fitness:** The Management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, you may be terminated from employment.
- f. **Notice Period:** Notwithstanding anything contained herein, the Company, in its sole discretion, may terminate your employment without cause by giving three months' notice in writing or payment of pro rata three months' Basic Salary, in lieu thereof. Likewise, you may resign from employment without cause by giving three months' notice in writing or by payment of pro rata three months' Basic Salary, in lieu thereof. In the event of your resignation, the Company in its sole discretion will have an option to accept the same and relieve you prior to the completion of the stipulated notice period of 3 months, without any pay in lieu of the notice period.
- g. **Termination for Misconduct:** Your services are liable to be terminated without any notice or salary in lieu thereof for misconduct, without being exhaustive and without prejudice to the general meaning of the term "misconduct" in the case of reasonable suspicion of misconduct, disloyalty, and commission of an act involving moral turpitude, any action of indiscipline or inefficiency.
- h. **Suspension:** You may be placed under suspension, without salary, pending enquiry into the charges of misconduct or otherwise. The salary for the suspension period will be paid to you only when you are found not guilty of any of the charges for which you were suspended and not otherwise.
- i. **Harassment:** The Establishment considers harassment and discrimination of any nature to be an unacceptable form of Behavior, which is not tolerated under any circumstances. All people have the right to work in an environment that is free from harassment and discrimination. Disciplinary action will be taken against anyone found to be guilty of harassing or discriminating against a fellow employee that may result in termination of employment.
- j. **Non-compete:** In the event of your separation from the Company for any reason whatsoever, you will not take up any job or assignment either full time or otherwise, either directly or indirectly, for a period of three months from the date of separation in any industry or business involved in similar/competing business of Reliance or any of its Group Companies.
- k. **Recovery of Payments:** Payments / reimbursements made towards recovery of notice period by your previous employer and relocation expenses by us will be recovered in full in the event of your separation from the company before completion of one year of joining.



7. AUTHORIZATION FOR ANTECEDENT VERIFICATION :

You have hereby given no objection in the Company (Or its group Companies and associates) sharing your personal information and documents, including but not limited to Aadhaar number, other Government issues ID number such as Voter ID, PAN card, DL, name, gender, date of birth, addresses, mobile number, email, education record and employment record with any Reference / Antecedent Verification Organization that Reliance Retail has appointed time being or anytime later for the purpose of background checks and verifications, in order to avail services such as employment / training / management / payment / credit / insurance / house on rent / vehicle on rent, etc.

You have hereby authorized the Company or any agency/ agencies appointed by them from time to time to store your personal information on their platform, which will be accessible to the Company or its service provider for which this consent is being obtained. The Company or its service provider and their authorized users / partners / affiliates / contractors can access and update your digital record on such platform, including data, documents, certificates, verification reports, references, testimonials, etc. and can use related services provided via such agency. You have understood that agency will ensure security and confidentiality of the same.

You also agree that your digital record including references, testimonials and verification reports on such agency platform will only be available to any other users of the platform if/when you provide your explicit consent for the same. You have also understood that you have the option of deleting your digital record from such agency database.

Your No Objection will be coterminous with the arrangement between the Company and any agency / organization engaged by the Company for Reference / Antecedent Verification of your current and past employments.

8. GENERAL:

- a. **Training:** You may be selected and sponsored by the Company for familiarization/ training assignments with our technical collaborators or any other institutions/ organizations in India and/or abroad, based on stipulated terms and conditions. You will diligently and beneficially take part in the training and such assignments in accordance with company policies and directives. The cost of any such training shall be borne by the company and you may be required to sign a Service Bond for a minimum time for which you will serve the company. The company can recover the liquidated damages on the event of your voluntary resignation before the time as mutually agreed upon in the bond.
- b. **Rules Regulations and Policy on Ethics:** You will be covered by the service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the company that may come in force from time to time. You must observe the policies that the Company publishes from time to time. These include a requirement that you maintain the highest standards of conduct and act with the highest ethical principles. You must not do anything that may be a conflict of interest with your responsibilities as an employee.
- c. Media Interaction: You will not interact with the media electronic, print or otherwise in
 - i. India or overseas, during or outside work hours, either in your own personal capacity or on behalf of the company unless you have express and direct approval from the Management to interact with the media as the representative of the Company. Only persons duly authorized by the Management are allowed to interact with media on specified subjects. Disclosure of any information other than statutory disclosures or those specifically authorized by the Management is prohibited.
 - ii. Disclosure of information on proceedings of meetings (board / committee / internal) and disclosure of forward-looking statements is prohibited unless such disclosure is specifically approved by the Management. These will need to be combined with cautionary statements, wherever required.
 - iii. You shall also not disclose non-public information selectively to any particular group as it may lead to



unfair advantage / discrimination.

- iv. For any outside publication of books, articles or manuscripts which relate specifically to the Company's business, policies and processes, you should take the approval of the Management prior to its release.
- v. Any violation of the company's media policy, tantamount to a breach of the terms and conditions of employment and may result in termination of the contract.
- d. **Dispute Jurisdiction:** It is hereby expressly agreed and declared that this letter of employment shall be deemed to have been made at Mumbai and that any dispute or suit or action or proceedings whatsoever arising out of or under this letter of appointment or breach thereof or in respect of any matter or thing herein contained and any claim by either party against the other shall be instituted or adjudicated upon or decided by a court of competent jurisdiction at Mumbai.
- e. Entire Agreement: This contract and the document referred to herein contain the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this contract.
- f. **Age:** Your age mentioned in the Matriculation / Higher Secondary Certificate / Passport will be deemed to be the conclusive proof of your date of birth.
- g. **Change of address:** You will intimate in writing to the Management any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- h. **Passport:** It is desirable that you have a valid passport at all times and ensure that the same is renewed from time to time.
- i. **Travel:** You shall make your own transport arrangements to and fro from the place of work.

In case of one / more clauses of this letter of employment becomes untenable, the same shall not render the letter of employment null and void in its entirety.

The various clauses of this letter are to be read, understood, and interpreted in its entirety, and none of the clauses are severable from the remaining.

I confirm that this contract is in accordance with our mutual understanding and unconditionally and irrevocably accept the above terms and conditions.

Employee Name:

Signature:

Date:



February 24th 2017

Τo,

Sanket Anilrao Navghare

Nagpur

Dear Sanket,

Sub: Confirmed Job Offer.

This has a reference to your application for employment with us and an interview that you have had with us.

We are pleased to offer you a job as 'Graduate Engineer Trainee'. Your total emolument will be based on 'cost to company' basis and will be 3.2 lacs per annum. Your training period will be of one year. Upon successful completion of your training you will be absorbed as a regular cadre of company at a suitable emolument. You may be placed at any suitable location in India during or after training period.

Your detailed salary stack up and appointment letter will be issued to you at the time of joining. Please report to your plant at W-27 MIDC Kalmeshwar, District Nagpur on 1" July 2017. You will be required to sign Non-Disclosure Agreement with the company.

The company will provide to and fro transport to the plant from Nagpur office.

Please sign the duplicate of this offer letter as a token of your acceptance, scan and send it to us.

Thanking You,

Yours Truly,

Rajesh Kendhe

Manager-Operations

Works :

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Unit - I : W-27, MIDC Indl. Area, Kalmeshwar - 441501, Dist. Nagpur. INDIA. Unit - II : S. No.362/A, Katol Bypass Road, Village - Ghorad,

Kalmeshwar - 441501, Dist. Nagpur. INDIA Tel : 07118-271543/ 271170 / 272468 • Fax No.: 07118-272470 CIN : L124295K42005DTC035555 • Email: klmadmin@metlok.in Office :

4' floor, Bajaj Wing, Mangalwari Market, Sadar, Nagpur-440 001. INDIA Tel: 0712-2596839 • Fax No.: 0712-2596840 • Email : sales@metlok.in, Web : www.metlok.in



February 24th 2017

To,

5

Himanshu L Kalbandhe

Nagpur

Dear Himanshu,

Sub: Confirmed Job Offer.

This has a reference to your application for employment with us and an interview that you have had with us.

We are pleased to offer you a job as 'Graduate Engineer Trainee'. Your total emolument will be based on 'cost to company' basis and will be 3.2 lacs per annum. Your training period will be of one year. Upon successful completion of your training you will be absorbed as a regular cadre of company at a suitable emolument. You may be placed at any suitable location in India during or after training period.

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Please sign the duplicate of this offer letter as a token of your acceptance, scan and send it to us.

Thanking You,

Yours Truly,

Rajesh Kendhe Manager-Operations

Works:

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Unit - I : W-27, MIDC Indl. Area, Kalmeshwar - 441501, Dist. Nagpur. INDIA Unit - II : S. No.362/A, Katol Bypass Road, Village - Ghorad,

Kalmeshwar - 441501, Dist. Nagpur. INDIA Tel : 07118-271543/ 271170 / 272468 · Fax No.: 07118-272470 CINI - 1124205KA2005DTC036555 . Email - kimad



4' floor, Bajaj Wing, Mangalwari Market, Sadar, Nagpur-440 001. INDIA Tel : 0712-2596839 • Fax No.: 0712-2596840 • Email : sales@metlok.in, Web : www.metlok.in



APPOINTMENT LETTER

Jul 17, 2018

Dear Vaishnavi Ganesh Kulkarni,

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,

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 Wipro Limited
 T
 :+91 (80) 28

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

T :+91 (80) 2844 0011 F :+91 (80) 2844 0054 E :info@wipro.com W :wipro.com C :L32102KA1945PLC020800





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

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. 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 the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ("Policies") 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.

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 Wipro Limited
 T
 : +91 (80) 2844 0011

 Doddakannelli
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d. Consistent with (c) above, any matter or situation or incident that may arise that 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 and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- 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.

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 Wipro Limited
 T
 :+91 (80) 28

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
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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.

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 :+91 (80) 28

 Doddakannelli
 F
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 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

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 :L32102KA1

T :+91 (80) 2844 0011 F :+91 (80) 2844 0054 E :info@wipro.com W :wipro.com C :L32102KA1945PLC020800





- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

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 the Company 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 continue your employment with the company for a period of **atleast** 12 months commencing from the date of your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** 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.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months" notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company 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 the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

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.

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 Wipro Limited
 T
 :+91 (80) 28

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

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12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, selfdirected 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,

Sunil Kalachar General Manager – Talent Acquisition

I have read, understood and agree to accept the employment on the terms and conditions herein. I shall be reporting for duty on / / Signature: Name:

Date: / / Place:

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 Doddakannelli
 F : +91 (80) 2844 0054

 Sarjapur Road
 E : info@wipro.com
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ANNEXUREI

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:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

Name:

Date: / /____

Signature:....

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 Wipro Limited
 T
 :+91 (80) 28

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

T :+91 (80) 2844 0011 F :+91 (80) 2844 0054 E :info@wipro.com W : wipro.com C :L32102KA1945PLC020800





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:

1. 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: policyclearinghouse@wipro.com.

2. 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:

a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.

b) 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.

c) Unauthorized disclosure or communication of UPSI.

d) 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 also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to <u>policyclearinghouse@wipro.com</u>.

Registered Office:

 Wipro Limited
 T
 :+91 (80) 28

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

T :+91 (80) 2844 0011 F :+91 (80) 2844 0054 E :info@wipro.com W :wipro.com C :L32102KA1945PLC020800







ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT. 2000

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

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- a. processing my job application including background verification checks;
- b. 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."

Name:

Date: / /____

Signature.....

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

T :+91 (80) 2844 0011 F :+91 (80) 2844 0011 E : info@wipro.com C :L32102KA1945PLC020800





ANNEXURE III

SALARY OFFER SHEET

Name : Vaishnavi Ganesh Kulkarni

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,667
HRA	5,834
Bonus	2,333
Wipro Benefits Plan (WBP)	4,854
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
Variable Pay	
Target Variable Pay (5% of CTC)	1,459
Target Cost to Company per month	29,167
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.

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 Wipro Limited
 T : +91 (80) 2844 0011

 Doddakannelli
 F : +91 (80) 2844 0054

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

- a. Interest free loan of Rs.20,000/- towards housing deposits or towards purchase of two wheeler
- b. Contingency loan of Rs.50,000/- 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 c. scheme.
- d. Medical Insurance Coverage up to Rs 2lac per annum.

Date: /]_ Signature:....

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Wipro Limited Bengaluru 560 035 W : wipro.com India

 voddakannelli
 F :+91 (80) 2844 0054

 Sarjapur Road
 E :info@ut
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ANNEXURE - IV

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.

Name:

Date: / /____

Signature:....

Registered Office:

 Wipro Limited
 T
 :+91 (80) 28

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

T :+91 (80) 2844 0011 F :+91 (80) 2844 0054 E :info@wipro.com W :wipro.com C :L32102KA1945PLC020800





ANNEXURE - V

Variable Pav - 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:

- a. Individual linked parameter: Based on number of days 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. This would comprise of 100% of your Variable Pay amount. (for employees joining in these Bands in Support roles and central functions 100% of Variable Pay would be linked to revenue and OM as mentioned in (b) and (c) below)
- b. Revenue achievement linked parameter: Based on the Revenue achievement of your Business Unit / Vertical / Service Line. This would be linked to 50% of your Variable Pay payout. This is applicable only for employees in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 joining in Support roles.
- c. OM linked parameter: Based on Operating Margin achievement of your Business Unit. This would be linked to 50% of your Variable Pay payout. This is applicable only for employees in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 joining in Support roles.

The Variable Pay payout amount is liable to vary as per the performance on the above parameters.

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.

For more details please refer to the policy hosted on myW ipro à My Information Source à My Policies à View All Policies à (Select Country) à My Financials à Compensation à Variable Pay.

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 Wipro Limited
 T
 :+91 (80) 28

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

T :+91 (80) 2844 0011 F :+91 (80) 2844 0054 E :info@wipro.com W :wipro.com C :L32102KA1945PLC020800





SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic. Additional Allowance and Bonus:

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to <u>myWipro</u> on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. <u>Telephone/Mobile Phone Allowances:</u>

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.

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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:

- 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
- a. 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.

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 appointment. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount 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. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

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 Wipro Limited
 T
 :+91 (80) 26

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

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SUMMARY • SOCIAL SECURITY & OTHER BENEFITS*

Medical

- <u>Medical Assistance Program (MAS)</u>: 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. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
- 2. <u>Mediclaim</u>: You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll which will vary based on your marital/family status, the floater sum insured as per your job grade and any top-up plan opted by you. 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

3. <u>Annual Health check</u>: Company paid Annual health check•up program is available for employees above 40 years of age.

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 T : +91 (80) 28

 Doddakannelli
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 Sarjapur Road
 E : info@wipro

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 W : wipro.com

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Gratuity Benefit: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \ge 20 \ge 2.7\% \ge 80\% = Rs. 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

<u>Contingency Loan</u>: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

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 Wipro Limited
 T
 :+91 (80) 28

 Doddakannelli
 F
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1. Your Life and Accident Cover:

a. 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. Even on temporary disability due to Accident you get compensated for loss of wages on account of leave due to Accident of upto Rs. 5,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs). Employees can also get an extra coverage for a nominal and highly negotiated premium.

b. Group Life Insurance Program: 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. 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.

1. 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 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.

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APPOINTMENT LETTER

Jul 17, 2018

Dear Sanket Sanjay Chandekar,

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,

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

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. 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 the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ("Policies") 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.

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d. Consistent with (c) above, any matter or situation or incident that may arise that 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 and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- 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.

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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.

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- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

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 the Company 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 continue your employment with the company for a period of **atleast** 12 months commencing from the date of your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** 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.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months" notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company 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 the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

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.

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12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, selfdirected 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,

Sunil Kalachar General Manager – Talent Acquisition

I have read, understood and agree to accept the employment on the terms and conditions herein. I shall be reporting for duty on / / Signature: Name:

Date: / / Place:

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 Doddakannelli
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ANNEXUREI

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:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

Name:

Date: / /____

Signature:....

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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:

1. 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: policyclearinghouse@wipro.com.

2. 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:

a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.

b) 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.

c) Unauthorized disclosure or communication of UPSI.

d) 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 also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to <u>policyclearinghouse@wipro.com</u>.

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ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT. 2000

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

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- a. processing my job application including background verification checks;
- b. 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."

Name:

Date: / /____

Signature.....

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

T :+91 (80) 2844 0011 F :+91 (80) 2844 0011 E : info@wipro.com C :L32102KA1945PLC020800





ANNEXURE III

SALARY OFFER SHEET

Name : Sanket Sanjay Chandekar

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,667
HRA	5,834
Bonus	2,333
Wipro Benefits Plan (WBP)	4,854
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
Variable Pay	
Target Variable Pay (5% of CTC)	1,459
Target Cost to Company per month	29,167
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.

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

- a. Interest free loan of Rs.20,000/- towards housing deposits or towards purchase of two wheeler
- b. Contingency loan of Rs.50,000/- 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 c. scheme.
- d. Medical Insurance Coverage up to Rs 2lac per annum.

Date: /]_ Signature:....

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 Sarjapur Road
 E :info@ut
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ANNEXURE - IV

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.

Name:

Date: / /____

Signature:....

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ANNEXURE - V

Variable Pav - 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:

- a. Individual linked parameter: Based on number of days 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. This would comprise of 100% of your Variable Pay amount. (for employees joining in these Bands in Support roles and central functions 100% of Variable Pay would be linked to revenue and OM as mentioned in (b) and (c) below)
- b. Revenue achievement linked parameter: Based on the Revenue achievement of your Business Unit / Vertical / Service Line. This would be linked to 50% of your Variable Pay payout. This is applicable only for employees in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 joining in Support roles.
- c. OM linked parameter: Based on Operating Margin achievement of your Business Unit. This would be linked to 50% of your Variable Pay payout. This is applicable only for employees in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 joining in Support roles.

The Variable Pay payout amount is liable to vary as per the performance on the above parameters.

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.

For more details please refer to the policy hosted on myW ipro à My Information Source à My Policies à View All Policies à (Select Country) à My Financials à Compensation à Variable Pay.

Registered Office:

 Wipro Limited
 T
 :+91 (80) 28

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

T :+91 (80) 2844 0011 F :+91 (80) 2844 0054 E :info@wipro.com W :wipro.com C :L32102KA1945PLC020800





SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic. Additional Allowance and Bonus:

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to <u>myWipro</u> on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. <u>Telephone/Mobile Phone Allowances:</u>

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.

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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:

- 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
- a. 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.

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 appointment. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount 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. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

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 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
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 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

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SUMMARY • SOCIAL SECURITY & OTHER BENEFITS*

Medical

- <u>Medical Assistance Program (MAS)</u>: 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. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
- 2. <u>Mediclaim</u>: You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll which will vary based on your marital/family status, the floater sum insured as per your job grade and any top-up plan opted by you. 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

3. <u>Annual Health check</u>: Company paid Annual health check•up program is available for employees above 40 years of age.

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 Doddakannelli
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 Sarjapur Road
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 Bengaluru 560 035
 W : wipro.com

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Gratuity Benefit: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \ge 20 \ge 2.7\% \ge 80\% = Rs. 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

<u>Contingency Loan</u>: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

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1. Your Life and Accident Cover:

a. 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. Even on temporary disability due to Accident you get compensated for loss of wages on account of leave due to Accident of upto Rs. 5,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs). Employees can also get an extra coverage for a nominal and highly negotiated premium.

b. Group Life Insurance Program: 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. 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.

1. 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 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.

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 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

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APPOINTMENT LETTER

Jul 17, 2018

Dear Shubham Suresh Chavan,

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,

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

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. 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 the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ("Policies") 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.

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d. Consistent with (c) above, any matter or situation or incident that may arise that 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 and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- 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.

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 Doddakannelli
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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.

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- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

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 the Company 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 continue your employment with the company for a period of **atleast** 12 months commencing from the date of your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** 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.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months" notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company 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 the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

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.

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12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, selfdirected 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,

Sunil Kalachar General Manager – Talent Acquisition

I have read, understood and agree to accept the employment on the terms and conditions herein. I shall be reporting for duty on / / Signature: Name:

Date: / / Place:

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 Doddakannelli
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ANNEXUREI

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:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

Name:

Date: / /____

Signature:....

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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:

1. 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: policyclearinghouse@wipro.com.

2. 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:

a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.

b) 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.

c) Unauthorized disclosure or communication of UPSI.

d) 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 also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to <u>policyclearinghouse@wipro.com</u>.

Registered Office:

 Wipro Limited
 T
 :+91 (80) 28

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

T :+91 (80) 2844 0011 F :+91 (80) 2844 0054 E :info@wipro.com W :wipro.com C :L32102KA1945PLC020800







ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT. 2000

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

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- a. processing my job application including background verification checks;
- b. 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."

Name:

Date: / /____

Signature.....

Registered Office:

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

T :+91 (80) 2844 0011 F :+91 (80) 2844 0011 E : info@wipro.com C :L32102KA1945PLC020800





ANNEXURE III

SALARY OFFER SHEET

Name : Shubham Suresh Chavan

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,667
HRA	5,834
Bonus	2,333
Wipro Benefits Plan (WBP)	4,854
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
Variable Pay	
Target Variable Pay (5% of CTC)	1,459
Target Cost to Company per month	29,167
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.

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India

 Wipro Limited
 T : +91 (80) 2844 0011

 Doddakannelli
 F : +91 (80) 2844 0054

 Sarjapur Road
 E : info@wipro.com

 Bengaluru 560 035
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Apart from the standard salary components, Project Engineers are also entitled to the following unique Company Benefits to help you manage during exigency.

- a. Interest free loan of Rs.20,000/- towards housing deposits or towards purchase of two wheeler
- b. Contingency loan of Rs.50,000/- 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 c. scheme.
- d. Medical Insurance Coverage up to Rs 2lac per annum.

Date: /]_ Signature:....

Registered Office:

Wipro Limited Bengaluru 560 035 W : wipro.com India

 voddakannelli
 F :+91 (80) 2844 0054

 Sarjapur Road
 E :info@ut
 T :+91 (80) 2844 0011 C : L32102KA1945PLC020800





ANNEXURE - IV

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.

Name:

Date: / /____

Signature:....

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 Wipro Limited
 T : +91 (80) 28

 Doddakannelli
 F : +91 (80) 28

 Sarjapur Road
 E : info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
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T :+91 (80) 2844 0011 F :+91 (80) 2844 0054 E :info@wipro.com W :wipro.com C :L32102KA1945PLC020800





ANNEXURE - V

Variable Pav - 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:

- a. Individual linked parameter: Based on number of days 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. This would comprise of 100% of your Variable Pay amount. (for employees joining in these Bands in Support roles and central functions 100% of Variable Pay would be linked to revenue and OM as mentioned in (b) and (c) below)
- b. Revenue achievement linked parameter: Based on the Revenue achievement of your Business Unit / Vertical / Service Line. This would be linked to 50% of your Variable Pay payout. This is applicable only for employees in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 joining in Support roles.
- c. OM linked parameter: Based on Operating Margin achievement of your Business Unit. This would be linked to 50% of your Variable Pay payout. This is applicable only for employees in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 joining in Support roles.

The Variable Pay payout amount is liable to vary as per the performance on the above parameters.

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.

For more details please refer to the policy hosted on myW ipro à My Information Source à My Policies à View All Policies à (Select Country) à My Financials à Compensation à Variable Pay.

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 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

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SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic. Additional Allowance and Bonus:

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to <u>myWipro</u> on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. <u>Telephone/Mobile Phone Allowances:</u>

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.

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 Wipro Limited
 T
 : +91 (80) 2844 0011

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 F
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 E
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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:

- 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
- a. 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.

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 appointment. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount 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. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Registered Office:

 Wipro Limited
 T
 :+91 (80) 26

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

T :+91 (80) 2844 0011 F :+91 (80) 2844 0054 E :info@wipro.com W :wipro.com C :L32102KA1945PLC020800





SUMMARY • SOCIAL SECURITY & OTHER BENEFITS*

Medical

- <u>Medical Assistance Program (MAS)</u>: 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. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
- 2. <u>Mediclaim</u>: You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll which will vary based on your marital/family status, the floater sum insured as per your job grade and any top-up plan opted by you. 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

3. <u>Annual Health check</u>: Company paid Annual health check•up program is available for employees above 40 years of age.

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 Wipro Limited
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 Doddakannelli
 F : +91 (80) 28

 Sarjapur Road
 E : info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C : L32102KA1

T :+91 (80) 2844 0011 F :+91 (80) 2844 0054 E :info@wipro.com W :wipro.com C :L32102KA1945PLC020800





Gratuity Benefit: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \ge 20 \ge 2.7\% \ge 80\% = Rs. 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

<u>Contingency Loan</u>: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

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 Doddakannelli
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 E
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1. Your Life and Accident Cover:

a. 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. Even on temporary disability due to Accident you get compensated for loss of wages on account of leave due to Accident of upto Rs. 5,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs). Employees can also get an extra coverage for a nominal and highly negotiated premium.

b. Group Life Insurance Program: 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. 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.

1. 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 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.

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 Wipro Limited
 T
 :+91 (80) 28

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

T :+91 (80) 2844 0011 F :+91 (80) 2844 0054 E :info@wipro.com W :wipro.com C :L32102KA1945PLC020800





APPOINTMENT LETTER

Jul 17, 2018

Dear Mukesh Harish Vazirani,

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,

Registered Office:

 Wipro Limited
 T
 :+91 (80) 28

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

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

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. 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 the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ("Policies") 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.

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 Wipro Limited
 T
 : +91 (80) 2844 0011

 Doddakannelli
 F
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d. Consistent with (c) above, any matter or situation or incident that may arise that 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 and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- 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.

Registered Office:

 Wipro Limited
 T
 :+91 (80) 28

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

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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.

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- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

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 the Company 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 continue your employment with the company for a period of **atleast** 12 months commencing from the date of your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** 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.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months" notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company 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 the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

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.

Registered Office:

 Wipro Limited
 T
 :+91 (80) 28

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

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12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, selfdirected 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,

Sunil Kalachar General Manager – Talent Acquisition

I have read, understood and agree to accept the employment on the terms and conditions herein. I shall be reporting for duty on / / Signature: Name:

Date: / / Place:

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 Doddakannelli
 F : +91 (80) 2844 0054

 Sarjapur Road
 E : info@wipro.com
 C : L32102KA1945PLC020800





ANNEXUREI

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:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

Name:

Date: / /____

Signature:....

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 :+91 (80) 28

 Doddakannelli
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 Bengaluru 560 035
 W : wipro.com

 India
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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:

1. 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: policyclearinghouse@wipro.com.

2. 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:

a) Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.

b) 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.

c) Unauthorized disclosure or communication of UPSI.

d) 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 also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to <u>policyclearinghouse@wipro.com</u>.

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 Doddakannelli
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 E
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 W : wipro.com

 India
 C
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ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT. 2000

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

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- a. processing my job application including background verification checks;
- b. 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."

Name:

Date: / /____

Signature.....

Registered Office:

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

T :+91 (80) 2844 0011 F :+91 (80) 2844 0011 E : info@wipro.com C :L32102KA1945PLC020800





ANNEXURE III

SALARY OFFER SHEET

Name : Mukesh Harish Vazirani

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,667
HRA	5,834
Bonus	2,333
Wipro Benefits Plan (WBP)	4,854
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
Variable Pay	
Target Variable Pay (5% of CTC)	1,459
Target Cost to Company per month	29,167
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.

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India

 Wipro Limited
 T : +91 (80) 2844 0011

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

- a. Interest free loan of Rs.20,000/- towards housing deposits or towards purchase of two wheeler
- b. Contingency loan of Rs.50,000/- 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 c. scheme.
- d. Medical Insurance Coverage up to Rs 2lac per annum.

Date: / ___ Signature:....

Registered Office:

Wipro Limited Bengaluru 560 035 W : wipro.com India

 voddakannelli
 F :+91 (80) 2844 0054

 Sarjapur Road
 E :info@ut
 T :+91 (80) 2844 0011 C : L32102KA1945PLC020800





ANNEXURE - IV

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.

Name:

Date: / /

Signature:....

Registered Office:

 Wipro Limited
 T : +91 (80) 28

 Doddakannelli
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 Sarjapur Road
 E : info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C : L32102KA1

T :+91 (80) 2844 0011 F :+91 (80) 2844 0054 E :info@wipro.com W :wipro.com C :L32102KA1945PLC020800





ANNEXURE - V

Variable Pav - 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:

- a. Individual linked parameter: Based on number of days 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. This would comprise of 100% of your Variable Pay amount. (for employees joining in these Bands in Support roles and central functions 100% of Variable Pay would be linked to revenue and OM as mentioned in (b) and (c) below)
- b. Revenue achievement linked parameter: Based on the Revenue achievement of your Business Unit / Vertical / Service Line. This would be linked to 50% of your Variable Pay payout. This is applicable only for employees in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 joining in Support roles.
- c. OM linked parameter: Based on Operating Margin achievement of your Business Unit. This would be linked to 50% of your Variable Pay payout. This is applicable only for employees in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 joining in Support roles.

The Variable Pay payout amount is liable to vary as per the performance on the above parameters.

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.

For more details please refer to the policy hosted on myW ipro à My Information Source à My Policies à View All Policies à (Select Country) à My Financials à Compensation à Variable Pay.

Registered Office:

 Wipro Limited
 T
 :+91 (80) 28

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

T :+91 (80) 2844 0011 F :+91 (80) 2844 0054 E :info@wipro.com W :wipro.com C :L32102KA1945PLC020800





SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic. Additional Allowance and Bonus:

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to <u>myWipro</u> on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. <u>Telephone/Mobile Phone Allowances:</u>

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.

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 Wipro Limited
 T
 : +91 (80) 2844 0011

 Doddakannelli
 F
 : +91 (80) 2844 0054

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 E
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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:

- 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
- a. 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.

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 appointment. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount 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. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Registered Office:

 Wipro Limited
 T
 :+91 (80) 26

 Doddakannelli
 F
 :+91 (80) 28

 Sarjapur Road
 E
 :info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C
 :L32102KA1

T :+91 (80) 2844 0011 F :+91 (80) 2844 0054 E :info@wipro.com W :wipro.com C :L32102KA1945PLC020800





SUMMARY • SOCIAL SECURITY & OTHER BENEFITS*

Medical

- <u>Medical Assistance Program (MAS)</u>: 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. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
- 2. <u>Mediclaim</u>: You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll which will vary based on your marital/family status, the floater sum insured as per your job grade and any top-up plan opted by you. 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

3. <u>Annual Health check</u>: Company paid Annual health check•up program is available for employees above 40 years of age.

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 Wipro Limited
 T : +91 (80) 28

 Doddakannelli
 F : +91 (80) 28

 Sarjapur Road
 E : info@wipro

 Bengaluru 560 035
 W : wipro.com

 India
 C : L32102KA1

T :+91 (80) 2844 0011 F :+91 (80) 2844 0054 E :info@wipro.com W :wipro.com C :L32102KA1945PLC020800





Gratuity Benefit: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \ge 20 \ge 2.7\% \ge 80\% = Rs. 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific pre-defined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

<u>Contingency Loan</u>: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

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 T
 :+91 (80) 28

 Doddakannelli
 F
 :+91 (80) 28

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 E
 :info@wipro

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 C
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1. Your Life and Accident Cover:

a. 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. Even on temporary disability due to Accident you get compensated for loss of wages on account of leave due to Accident of upto Rs. 5,000 per week. In case of Death due to accident, your total cover would be 26 lacs (12 Lacs + 14 Lacs). Employees can also get an extra coverage for a nominal and highly negotiated premium.

b. Group Life Insurance Program: 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. 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.

1. 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 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.

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 Wipro Limited
 T
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 Doddakannelli
 F
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Yeshwantrao Chavan College of Engineering (An Autonomous Institution affiliated to Rashtrasant Tukadoji Maharaj Nagpur University)

Hingna Road, Wanadongri, Nagpur - 441 110

NAAC Accredited with 'A' Grade Ph.: 07104-242919, 242623, 242588 Website : www.ycce.edu E-mail : principal@ycce.edu

Declaration by Head of Institute

I hereby declared that the data, information and support documents attached herewith are genuine and correct to my knowledge.



Dr. U. P. Waghe (Principal)

Principal Yeshwantrao Chavan College of Engineering Wanadongri Hingna Road, NAGPUR - 441110