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APPOINTMENT LETTER

April 9, 2016

P Manoj Kumar

Dear P Manoj Kumar,

We are pleased to offer you the position of a **Associate** on the following terms:

1. Place of Employment and Timing.

- 1.1 Your initial place of work will be at Hyderabad. However, your services are transferable, and may be assigned, after reasonable notice, to any location in India or abroad where the company or its affiliates conducts business. The duties to be performed by you hereunder shall be performed in such locations as are reasonably necessary or appropriate to carry out your duties hereunder, subject to reasonable travel requirements on behalf of the Company from time to time.
- 1.2 You will be expected to attend office - except when traveling on business during working hours/shifts as may be decided by the Company.

2. Compensation and Benefits.

- 2.1 Compensation. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs 99000 (Rupees Ninety-Nine Thousand Indian Rupees And Zero Paisa Only)**. Other allowances / reimbursements as due to you are detailed in Annexure I.
- 2.2 You will be provided with a Comprehensive Medical Insurance and will also be covered under the Group Personal Accident Insurance, while on Company business.
- 2.3 You will be provided with Retirement Benefits namely, Provident Fund and Gratuity, in accordance with the laws of the country, and/or, as per company policy.
- 2.4 Your compensation shall be reviewed on the basis of merit and will be at the sole discretion of the company.

3. **Reimbursement of Expenses:** The Company will reimburse you for reasonable travel, and other business expenses incurred in connection with the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto.

4. **Leaves:** You shall be entitled to reasonable periods of leave as per company policy (to be taken by agreement with the Company) with full pay. Entitlement & accumulation of the leave will be as per company policy.

5. **Term:** Employment period shall commence on **1st May 2016**. Your appointment is terminable by two months' notice by either party or two months' salary in lieu thereof. Also, in case of any subsequent movement out from DOP and/or progression to Band B1 & above, your appointment will become terminable by three months' notice by either party or three months' salary in lieu thereof. Wipro 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 given by you. However, if the management desires you to continue the employment during the notice period, you shall do so. During the term of employment, your performance and suitability for the roles will be continuously monitored and evaluated. Given the nature of your role, which is dependent on customer

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requirement, you would have to clear assessments prescribed by Wipro from time to time. In the event you fail to meet the prescribed measurement criteria as defined for your Process/Function or there is no suitable role available for you based on company requirement, the company reserves the right to terminate your employment in accordance with the bench policy.

If you remain absent from work without authorization or reasonable explanation for more than seven consecutive working days, it will be presumed that you are no longer interested in working for Wipro and have voluntarily abandoned your services. In such a case, your employment with Wipro will stand terminated.

In the event of termination of employee's services arising out of integrity, misconduct & disciplinary proceedings, no notice will be required from the company's side. In such case, you will not be entitled to any statutory compensation

6. **Retirement:** You will automatically retire on attaining the age of 58 years. You may be retired earlier if found medically unfit.

7. **Confidentiality**

7.1 During the course of its business, the Company is required to keep confidential, the information about its Customers and itself and for that purpose to ensure the same from each employee assigned to perform services for the Company/its Customers and each employee who obtains or is in a position to obtain any information or materials.

7.2 During the normal course of business, it may be imperative to record / monitor all calls made by you in order to assess quality, as applicable. This clause by no means would impede upon your working ability / capacity and should be taken in light of company procedures and policies.

7.3 You shall therefore regard and preserve as confidential all information related to the business and activities of the Company as well as its Customers, their clients, suppliers and other entities with whom they do business which may be obtained by them from any source or may be developed as a result of any of the said agreements with the Company's Customers. You shall hold such information in trust and confidence for them and not disclose any such information to any person, firm or enterprise, or use any such information for your own benefit or the benefit of any other party, unless authorized by the Company.

7.4 You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.

7.5 You acknowledge that the information, observations and data concerning the Company and/or the Customers provided to you, is and shall continue to be the property of the Company and/or its Customer's, as the case may be and that you shall not be entitled to any right or license in relation to the said information, nor shall you copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of the Company/the Customers, as the case may.

7.6 You are not a party to or aware of any agreement, obligation or restriction that prevents or prohibits you from complying with these obligations and you agree to take any other steps reasonably required and/or appropriate to ensure compliance with the obligations set forth herein.

7.7 You understand that if you threaten to or actually breach or fail to observe any of the obligations set forth in this Clause, Company will be subject to irreparable harm, which will not be adequately satisfied by damages and you therefore agree that the Company shall be entitled to injunctive relief and/or any other remedies permitted, to ensure and enforce your compliance with these obligations in the unlikely event you do not comply with them; provided, however, that no specification herein of any a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Company.

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- 7.8 You shall deliver to the Company upon cessation or termination of your employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Company or any affiliate or its Customers which you shall then possess or have under your control.

You agree that, notwithstanding the cessation or termination of your Employment, the confirmations and undertakings under this Clause shall always continue in full force and effect.

8. Whilst employed by the company, you:

- 8.1 Will not engage in any external activities of a commercial nature
8.2 Will not engage in any activity of a non-commercial nature without prior written approval of the Company.
8.3 Will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your supervisor.
8.4 Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.
8.5 You agree that you shall not directly or indirectly, share, discuss your compensation details, in full or part, with any person in or outside the organization other than those authorized to do so.
8.6 Will maintain best standards of personal health and should necessarily be medically fit to perform your duties

9. Other Provisions.

- 9.1 **Language.** This appointment letter was originally drafted in the English language. If it is translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in terms.
9.2 **Governing Law.** This appointment shall be governed by and interpreted in accordance with the laws of India.
9.3 You shall be governed by the "Service Agreement" as applicable to you.

It is understood that your date of joining **Wipro Limited**, will not be later than **1st May 2020** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of your acceptance of the terms described in this letter.

We wish you a long and mutually beneficial association with us.

Yours faithfully,

For **Wipro Limited**

Sandesh Kumar
Associate Vice President - Talent Acquisition & Sr Leadership Hiring

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I accept the terms of this letter.

(Signature)

Date: _____

Name: _____

Enclosed:

- Annexure I (Salary Break Up)
- Annexure II (Conflict Of Interest)
- Annexure III (Personal Information Capture Signoff)
- Annexure IV (Consent for Random or Reasonable Suspicion Drug Test)

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Annexure I

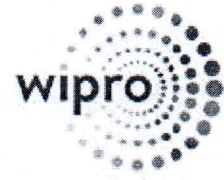
Name	P Manoj Kumar	
Designation	Associate	
Date Of Joining	1st May 2020	
Level	GROUP AA	
Annual CTC(Rs.)	218129	
Component	In <input type="checkbox"/> PA	In <input type="checkbox"/> PM
Basic	99000	8250
HRA	49500	4125
Bonus	19800	1650
WBP	24050	2004
Total Fixed Cash	192350	16029
PF	14766	1231
Gratuity (4.81% of Basic)	4762	397
Total Fixed Compensation	211878	17657
ESI	6251	521
Target Cost to Company	218129	18177

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ANNEXURE II - 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 dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with Wipro.

Noted below are a few examples of 'conflict of interest':

1. 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 securities in widely held corporations which are quoted and sold on open market or the interest is not material.
2. 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 the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as 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.
4. 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.
5. 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 and understood 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 inform top management.

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ANNEXURE – III
PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT
2000

I { **Venkatpathi Goud Kalan** }, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

- a. Validating my Professional records and retaining the same for any future reference/verification
- b. Processing my job application including background verification checks and medical checks
- c. 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 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, relating to me that is available with Wipro and is capable of identifying me.

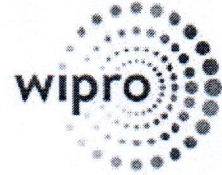
Name: **P Manoj Kumar**

Signature: _____

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**ANNEXURE IV
CONSENT FOR RANDOM OR REASONABLE SUSPICION DRUG TEST**

I am aware that Wipro has a policy which stipulates that employees while at work cannot be under the influence of any narcotic drugs, psychotropic substances and/or alcohol so as to ensure a healthy work force. To ensure the adherence of this policy, Wipro might be required to collect specimen of employee's hair, urine, blood, or any other relevant bodily sample, as may be required (hereinafter the "Sample") and submit it for drug test screening (hereinafter "Test").

I hereby **P Manoj Kumar** (**Name**), consent to allow Wipro Limited (hereinafter "Wipro") to collect Sample from me for the Test.

In furtherance of the above stated:

1. I understand that the Test shall be conducted on random basis without any prejudice to anyone.
2. I authorize Wipro to share the Sample with Wipro's authorized vendor for the purpose of processing the Sample and making the result available to Wipro.
3. I understand that Wipro provides adequate security measures to safeguard the information resultant from the Test and all other personal data associated with it.
4. I understand that neither Wipro nor any authorized third party under clause (3) above shall retain the data collected in respect of the Test for period no longer than as required for statutory purposes and the data shall be suitably destroyed thereafter.
5. I understand that Wipro is entitled to initiate suitable actions against me including but not limited to disciplinary action based on the Test results.
6. I understand that Wipro may notify and publish the information resultant or ancillary to the Test if obliged under law to do so.

SIGNED this _____ day of _____, 20__ at _____.

Name: **P Manoj Kumar**

Candidate Signature: _____

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