

Amendment to Employment Terms and Conditions

WELCOME TO WIPRO

ASHWIN C

Dear Ashwin C ,

As you are aware, Wipro Limited ("Wipro") has entered into a Share Purchase Agreement ("SPA") to acquire Encore Theme Technology Private Limited ("Encore" or "the Company"). This amendment letter, dated as of **28-Oct-2020** (this "Amendment"), is entered into by and between the Company and the "Employee" or "You". This Amendment will take effect subject to, and as of the date of, the acquisition by Wipro Limited of the equity interests in the Company (such date, the "Effective Date").

We are pleased to share this Amendment with you to bring the terms of your employment in line with Wipro's employment terms. Additionally, with a view to align you with Wipro organization structure, we have aligned you to Career Group **B1** and designation of **Associate Consultant**. All other terms and conditions of your Encore offer letter shall remain unchanged. This Amendment will be read along with your Encore offer letter and together will form your contract of employment.

Please review and acknowledge your acceptance of this Amendment by sending a mail acceptance to **raviguru@encoretheme.com** within 3 days of receiving this Amendment. Additionally, please do download, print, sign and share a scanned copy of this Amendment within 7 days of receiving this Amendment.

On behalf of Wipro, I wish you every success in your position and trust that our relationship will be long and mutually rewarding.

In case you have any queries please feel free to reach out to us at **raviguru@encoretheme.com**.

Please note:

- Reference to "the Company" in this Amendment includes Encore and its affiliates, parent and subsidiary companies.
- In the event the proposed transaction between the Company and Wipro does not successfully consummate for any reason whatsoever, this Amendment shall automatically be treated as withdrawn, without any liability upon Wipro and your employment with Encore shall continue on the terms and conditions as on such date.

Sincerely,

For Encore Theme Technology Private limited



Kanthimathinathan RK
Managing Director & CEO

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

Name: **ASHWIN C**

Signature:



Date:

06/11/2020

Annexure I- Revised employment Terms & Conditions

The following terms of employment would become effective from Effective Date. Additionally we would like to inform you that these terms are subject to change as per the Company policies.

1. RESPONSIBILITIES

- a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation and business of Wipro, whether directly or indirectly.
- b. You may be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
- c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct as they form an integral part of the terms of 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 whereupon you will be required to comply with the same.
- 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.

2. CONFLICT OF INTEREST

- a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- 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 Wipro (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
 - ii. Any customer or vendor of Wipro to move his existing business with Wipro to a third party or to terminate his business relationship with Wipro.
 - 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 Wipro's position on this and resolve the conflict.

3. CONFIDENTIALITY

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

4. 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) that are related to the Company's business or that results from work that you perform for the Company or using the Company's equipment, supplies and facilities, and shall comply with the policies of Wipro in relation to Intellectual Property.

5. NON-COMPETE

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

6. GENERAL

- a. You are liable to be transferred in such capacity to any location, department, function, establishment, or branch of the Company or its affiliate company. In such cases, you will be governed by the terms and conditions of service applicable to the new assignment
- b. The employee on probation will continue to be on probation as per the original date of joining.
- c. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable to be removed from service without any prior notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
- d. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.
- e. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- f. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- g. During the period of employment you are required to comply with all Wipro policies. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time.

7. ON SEPARATION

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

Please confirm that the above mentioned terms and conditions are acceptable to you.

Sincerely,

For Encore Theme Technology Private limited



Kanthimathinathan RK
Managing Director & CEO

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

Name: **ASHWIN C**

Signature: 

Date: 06/11/2020

Annexure II - 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 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.

Name: **ASHWIN C**

Date:

06/11/2020

Signature:



Annexure III- 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 Wipro 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: polycycleclearinghouse@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 Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to polycycleclearinghouse@wipro.com.

Please note: More details on the above mentioned policies are available on My Policies Section in myWipro which is accessible. You can access through myWipro > My Policies> My Financials

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

**Annexure IV-PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT
2000**

I **ASHWIN C**, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

- a. Validating my Curriculum Vitae and retaining records on the same for any future reference/verification
- b. Processing my job application including background verification 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: **ASHWIN C**

Signature:  _____

Date: 06/11/2020