

APPOINTMENT LETTER

6th March 2018
Dinesh Behera
Balasore, Odisha - 756057

Dear Dinesh,

It is our pleasure to appoint you as **Senior Software Engineer** in **Wipro Limited** at **Bangalore** in **Business Process Services** or in any such capacity as the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to the Company policy.

1. APPOINTMENT

- a. Your date of appointment is effective from the date of joining which is **2nd April 2018**, unless otherwise communicated in writing by the Company. It is understood that your date of joining Wipro Limited, will not be later than **2nd April 2018** failing which this offer will automatically stand revoked without any further notice.
- b. You will be on probation for a period of six (6) months from the date of your joining. On completion of the probation period, your appointment shall be confirmed and communicated to you in writing if the Company finds you to be suitable for the appointed post. Unless confirmation is communicated in writing, your probation period is deemed extended.
- c. The retirement age is 58 years.
- d. You are liable to be transferred in such capacity to any location, department, function, establishment, or branch of Wipro or its affiliate company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.
- e. We provide support to our global customers from various locations in India to suit customers' needs on a 24x7 basis. You may be required to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in view business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all educational curricular requirements as laid down by the university/ institution for award of the degree/ diploma and the requirements, including aggregate, specified by Wipro for your role and verification of the same by the Company.
- g. Kindly ensure you submit the second copy of the appointment letter signed by you on the day of reporting for work.

2. COMPENSATION:

- a. As compensation for services to be rendered pursuant to this letter, the Company shall pay you an annual basic salary of **Rs. 2,80,000 (Indian Rupees Two Lakh Eighty Thousand Only)**. Other allowances / reimbursements as due to you are detailed in Annexure II.
- b. You will be entitled to a Quarterly Performance Linked Compensation (QPLC), which will be payable quarterly basis the performance parameters listed in the QPLC policy for your Career Group (as mentioned in the Annexure II).
- c. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Wipro policy at the sole discretion of the Company.
- e. Changes in your compensation are subject to the discretion of Wipro and will be based on your effective performance and results during your employment and other relevant criteria.



3. OTHER BENEFITS:

- a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
- b. Perquisites, if any, as applicable to your category of employees and/or based on functional requirements as determined by Wipro.
- c. Participation in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
- d. Wipro sponsored free medical check-up for employees, which can be availed by you once within 3 months from date of joining.
- e. You will be provided with a Comprehensive Medical and will also be covered under the Group Personal Accident Insurance, while on Company business.
- f. 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.
- g. 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.
- h. You shall be eligible to claim relocation benefits in accordance with the company policy. However, in case your employment comes to an end before completion of a period of 6 months from the date of joining, for any reason whatsoever, including resignation or termination, you shall be liable to pay back to the company the entire sum that has been claimed as joining & relocation benefits. The Company reserves the right to avail of any and all remedies to collect unpaid amounts from you, including deducting all amounts due from your monthly salary, benefits, wages, separation pay and all amounts due to you from the Company.

4. 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.

5. CONFLICT OF INTEREST

- a. You are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- 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.

Registered Office:

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- 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 BusinessUnit Head, to understand Wipro's position on this and resolve the conflict.

6. CONFIDENTIALITY

- a. In consideration of the opportunities, training and access to new techniques and know how that will be made available to you, you 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.
- c. During the normal course of business, it may be imperative to record / monitor all calls/transactions 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.
- d. You shall therefore regard and preserve as Confidential Information, 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.
- e. You shall not directly or indirectly, engage or assist others to engage in, any activity or conduct that violates the provisions of this Clause.
- f. 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.
- g. 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.
- h. 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 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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- i. 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.
- j. 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.

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) 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.

8. NON-COMPETE

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to 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.

9. GENERAL

- a. 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.
- b. 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
- c. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- d. 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.
- e. 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.

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10. NOTICE PERIOD

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

11. 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.

Best Regards,
For **Wipro Limited**

SANDESH KUMAR
Associate Vice President – 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 ___ / ___ / ____

Name: _____

Signature: _____ Date: / ___ / ____

Place: _____

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Enclosed:

- Annexure I (Document Submission List)
- Annexure II (Salary Break Up; Work Life Benefits; WBP Snap shot)
- Annexure III (Conflict Of Interest)
- Annexure IV (Personal Information Capture Signoff)
- Annexure V (Consent for Random or Reasonable Suspicion Drug Test)
- Annexure VI (Authorization Letter for Pre Employment Check up)

Annexure I	
The following has to be submitted by you at the time of your joining:	
1.	Photocopies of all Educational Proofs
2.	Photocopy Birth Certificate (X th Pass Certificate)
3.	Release letter from previous employer / Accepted copy of the resignation letter
4.	Work Experience of all the relevant work experience
5.	Salary certificate / pay slip / copy of the appointment letter with salary break-up
6.	Photographs: 10 passport size
7.	Photocopy of the passport, if available
8.	Three professional References/Contacts with the detailed postal address and phone numbers
9.	Photo ID proof : PAN card/Credit card/Election Card/ID Card of School or college

Annexure II

Annexure II				
Name	Dinesh Behea			
Designation	Senior Software Engineer			
Date of Joining	2-Apr-18			
Level	B2			
Annual CTC (Rs.)	800,000			
Sr. No.	Component	In ₹ PA	In ₹ PM	Remarks
A	Basic	280,000	23,333	Derived as a % of CTC
B	House Rent Allowance	140,000	11,667	Derived as a % of Basic
C	Transport / Conveyance Allowance	19,200	1,600	Fixed Component
D	Medical Allowance	15,000	1,250	Fixed Component
E	Employee Engagement Bonus	22,800	1,900	Fixed Component - basis work location
F	WBP	215,932	17,994	Balancing Figure
G	Fixed Cash	692,932	57,744	G = A+B+C+D+E+F
H	PF	33,600	2,800	PF: 12% of Basic
I	Gratuity	13,468	1,122	Gratuity: 4.81% of Basic
J	Total Fixed Cash	740,000	61,667	J = G + H + I
VARIABLE PAY				
K	Target QPLC	60,000	5,000	Derived as a % of CTC
L	Cost To Company	800,000	66,667	L = J + K
N	Total Cost To Company	800,000	66,667	N = L + M

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Sensitivity: Internal & Restricted



ANNEXURE III - 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 e
6. 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.

ANNEXURE - IV

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT 2000

I **Dinesh Behera**, 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 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: _____

Signature: _____

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ANNEXURE V
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 **Dinesh Behera**, bearing Employee Number _____ / Résumé ID _____, 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: _____

Candidate Signature: _____

Registered Office:

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