



APPOINTMENT LETTER

December 31, 2015

Mr. Kamran Uddin

110/H/4,
Elliot Road,
Kolkata- 700016
West Bengal

Dear **Kamran Uddin**

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

1. Appointment Details:

- a. The date of appointment is effective from the date of joining.
- b. You will be on probation for a period of 1 year from the date of the appointment. On completion of the Probationary period, your appointment will be confirmed and communicated to you in writing. Unless confirmation is communicated in writing, the probation period is deemed extended.
- c. The retirement age is 58 years.
- d. You agree to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or subsidiary, associate or affiliate of Wipro. In such case you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Wipro locations in India to suit customer time including on 24x7 basis. You agree to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in mind business needs and deliverables to customers.
- f. This letter 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 Wipro for your role.

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III titled Salary Offer Sheet. (Please refer Page 8).
- b. Quarterly Performance Linked Compensation (QPLC) - The details of this component are listed in Annexure V (Please refer Page 11). The QPLC program may be changed or modified in part or full thereof from time to time, at the sole discretion of the management.
- c. Other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time. Your compensation will be reviewed periodically as per Wipro policy.
- d. Changes in your compensation are at Wipro's discretion and will be subject to and on the basis of effective performance and results during your period of employment and other relevant criteria.

Ref No: 5478013

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Confidential

Registered. Office: Wipro Limited, Doddakannelli, Sarjapur Road, Bangalore – 560 035, India. Tel: 91-80-2844 0011, Fax: 91-80-2844 0054
Website: www.wipro.com, Email: info@wipro.com, CIN No. L32102KA1945PLC020800



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 Wipro.
- c. Participation in the Wipro Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the policy of Wipro.
- e. Wipro Medical Assistance Scheme (MAS), Contributory Medical Insurance and Medical Benefit Program (MBP) for your band and stream provided you are not covered under the purview of the ESI Act. For details of the scheme refer to Page 12.
- f. Wipro sponsored and administered Employee Benefits Programme for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits. Please refer to the detailed policies in the Wipro intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

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

5. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).



- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

6. 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.

7. Non-Compete

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

8. General:

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

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.

- a. The employment terms in this Agreement are subject to change with the change in Wipro policies.
- b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- 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 employment you have to comply by all policies of Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time. You agree to comply with all policies as modified from time to time.
- f. Your appointment cannot be further processed and will be treated as withdrawn in the event of:
 - i. Your failing to clear any remaining backlog papers, and/or
 - ii. a. For 10th Standard: You are not being able to maintain minimum aggregate marks of 50% in your 10th Standard.



- iii. For 12th Standard: You are not being able to maintain minimum aggregate marks of 60% in your 12th Standard or equivalent education.
- iv. For Graduates: a. You are not being able to maintain minimum aggregate marks of 65% in your graduation.
b. For Post Graduates: You are not being able to maintain minimum aggregate marks of 65% in your graduation and 65% in post-graduation.

9. Training Agreement:

Training agreement in Wipro is for a total period of 15 months - for developing your skills and knowledge. Technical Class Room training will be for a period of 3 months and practical experience and training will be for the next 12 months. The Training period is deemed to be completed after completion of the Class Room and practical trainings. The company invests on your behalf for the cost of the training. Should you discontinue the employment during the period of training before the completion of 15 months from the date of joining, the training expenses of Rs. 75,000/- will have to be reimbursed by you.

10. Notice Period:

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

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

11. Online Project Campus:

As part of our ongoing commitment to your continued learning and development before joining Wipro, we have an e-learning initiative 'Online Project Campus'. This online platform enables you to access the assigned learning programs from the convenience of your computer. As you are entering the IT Industry, it is important to have a strong foundation in at least one of the Programming languages, databases and operating systems. The redesigned program provides a greater opportunity for your skill development in C Programming, Java or C++ or C#, Database, Unix Operating System, Testing Concepts and Behavioral skills. After completing the modules you will be required to clear the evaluation which will firm up your joining date into the organization.

Yours sincerely,
For **Wipro Limited**,

Rajeev Kumar
Global Head - Campus Hiring

I agree to accept employment on the terms and conditions mentioned in the above letter.

Date: __/__/__

Signature.....



ANNEXURE I

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.

Under this Policy:

- 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 do 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. This 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: Wipro Technologies
 - 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.

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 inform the top management.

Name:

Date: __/__/____

Signature:.....



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.....



ANNEXURE III

SALARY OFFER SHEET

Name : Kamran Uddin

Position : Project Engineer

Career Group: TRB - II

- a. You will be on training (classroom/on the job) for the first three months, from your date of joining. During the training period, you will receive a stipend of **Rs.18000** consolidated, without any other benefits. After satisfactory completion of the training you will receive your salary as given below.

COMPONENT	AMOUNT (INR)
Basic	9340
HRA	4700
Commutation	2500
Wipro Benefit Plan	6561
Total Fixed Cash	23101
PF	1130
Gratuity	496
Total Fixed Compensation	24727
QPLC	1340
Medical	600
Target CTC	26667
Total Annual Gross	320004

*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.



- b. Over and above these components, depending on your performance during the initial training program you will also be entitled for Additional Allowance. The total monthly gross hence will be as per the following table for different performance categories:

	TOTAL MONTHLY GROSS	TOTAL ANNUAL GROSS
Performance Category – 1	27500	330000
Performance Category – 2	26667	320000

- c. Apart from the standard salary emoluments, Project Engineers are also entitled to unique Wipro Benefits to assist them in maintaining a healthy work-life balance. The details of the benefits are as follows:

- Onetime Interest free loan of **Rs. 20,000** towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free 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.
- Medical Insurance Coverage up to **Rs. 2 lacs** per annum.

Date: __/__/____

Signature:.....



ANNEXURE - IV

“I will submit the 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 Wipro 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 termination of my employment with Wipro Technologies.”

Name:

Date: __/__/____

Signature:.....



ANNEXURE - V

QPLC - A BRIEF OVERVIEW

QPLC Policy Summary:

QPLC (Quarterly Performance Linked Compensation) is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to an individual performance parameter, namely:

- **Individual Billability linked parameter:** Based on number of days unbilled in a quarter for billable resources. This would comprise of 100% of your QPLC amount. For a new joiner the first 180 days will be exempt for calculating unbilled days.

For those who would be joining the Support and Central functions (like Finance, HR, etc) the QPLC amount will have a 25% linkage to both PBIT as well as Revenue achievement of Wipro Technologies and 50% linkage to Function Specific Parameter achievement.

The QPLC payout amount is liable to have both upsides and downsides based on achievement of the above mentioned parameters as per the Wipro policy and it is moderated by CSAT - a 7 point customer satisfaction rating. It is mandatory for you to complete the quarter for which the QPLC applies i.e. you should be on the rolls of Wipro on the last working day of the quarter to be eligible for payout under the program.

The QPLC program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management.



SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic:

This is fixed monthly components of your salary and is taxable.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (“WBP”) is a basket of various allowances / reimbursements. Under WBP, you will be granted Leave Travel Allowance, Professional Development Reimbursement, Commutation Allowance and Education Allowance. These components are eligible for exemptions as per the prescribed Income tax rules applicable and you will be subject to tax for the portion of the allowances that is not exempt.

Benefits by way of use of Telephone / Mobile phone, Non-transferable food coupons, use of Wipro Bus, Vehicle Maintenance Reimbursement, Foreign / Domestic Travel Reimbursement, Wipro Kids Education Reimbursement and use of Club can also be availed under the Plan. Only the actual expenses incurred will be reimbursed. The reimbursements 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 Fringe Benefits Tax and associated charges.

Commutation Allowance:

This is a tax free allowance in your salary, and does not warrant the production of any bills.

Medical:

The amount mentioned in your salary stack up is a notional figure and it indicates average outflow per month and per employee.

- a. Medical Assistance Scheme (MAS): This is a medical scheme covering you, your spouse and your children to the extent of Rs 15,000 per annum.
- b. Under this Medical Benefit Scheme (MBS), an amount of Rs 50,000 per annum will be reimbursed towards domiciliary treatment of specified illnesses only.
- c. Mediclaim covers **Rs 2,00,000** per annum for nuclear family towards hospitalization.
- d. In addition to Mediclaim insurance, if the hospitalization happens to be in a Central Board of Direct Taxes (CBDT) approved hospital, you can be reimbursed for an additional Rs.10,000 towards hospitalization.

**Retiral Benefits:**

Consists of 12 % of your Basic towards Provident Fund and 5.31 % of your Basic towards Gratuity and Survivor Benefit Scheme. For the Provident Fund, you will also have to contribute an equal amount of 12% of your Basic.

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 joining. 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.



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 up to 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 by an additional 50% 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 by buying an additional 50% for a nominal and highly negotiated premium. Please note: More details on the above mentioned policies are available on People Practices Section in My Wipro accessible on joining. Access through My Wipro -> People Practices -> India > My Financials -> Medical

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. 1,00,000 per annum, member employee will have an option to restrict the contribution to Rs. 1,00,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs 1,00,000 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.



MEDICAL CHECKUP

Date: **December 31, 2015**

Reference Number: 5478013

Dear **Kamran Uddin**,

You are entitled to a Wipro sponsored medical checkup, which can be availed within a period of 3 months from your date of joining. The ICICI LOMBARD GIC Ltd team would support you with the clinic appointment and further queries that you may have in the procedure. Kindly expect a communication by the ICICI LOMBARD team in this regard. The mode of communication would be via email and phone call.

You can also contact them through below mentioned contact details:

SMS :- WIPROPRE on 575758 (Please note that this is a call back number, ICICI Lombard GIC Ltd executive will get in touch with you on the same day of the receipt of this SMS).

Email id - **ihealthcare@icicilombard.com**

Toll free: 1800 - 2666

For **Wipro Limited**,

Rajeev Kumar
Global Head - Campus Hiring