



Jul 06, 2022

Name: SHRIKANT ROHIDAS KARKHILE
Emp No: 793103

Dear SHRIKANT,

In recognition of your contributions, we are pleased to confirm a special bonus, subject to the terms of the attached Special Bonus Agreement. The bonus will be paid to you as per the details below and will be subject to applicable payroll taxes and withholdings:

Payout Month	Payout Amount
Aug-2022	INR 350000.00
Total Amount	INR 350000.00

In addition to this one-time special Bonus, if you remain employed with Wipro through the Retention Date, then the amount of 350000.00 INR will be merged (added) to your then-current India Gross annual compensation, across various prevailing components effective the Merging date - Aug 01, 2023.

The special bonus shall not be considered earned by you unless and until you remain employed with Wipro till Retention Date - Jul 31, 2023. The gross amount paid will be recovered in case you leave the organization before Retention Date specified above.

All the specific details of this Special Bonus Plan are described in the attached Special Bonus Agreement. Further you are requested to read the agreement and submit your acceptance by logging in to bonus acceptance link available below in this letter. The Bonus plan would come into effect subject to you submitting the acceptance by Jul 13, 2022.

We congratulate you on your good work and wish you the very best in having a long and successful career at Wipro.

Yours sincerely,
For WIPRO LIMITED

A handwritten signature in black ink, appearing to read "Thierry", with a horizontal line underneath it.

Thierry Delaporte
CEO & Managing Director

Registered Office:

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Doddakannelli F : +91 (80) 2844 0054
Sarjapur Road E : info@wipro.com
Bengaluru 560 035 W : wipro.com
India C : L32102KA1945PLC020800





BONUS AGREEMENT

This Special Bonus Agreement is made by and between Wipro Ltd. ("Wipro") and SHRIKANT ROHIDAS KARKHILE.

While the bonus is in appreciation of your continued contribution to your role, it is important for us to ensure that we have a mutual understanding of the terms upon which it is being offered.

Your repayment obligations, should your employment end due to your voluntary resignation or termination for cause [1] prior to the Retention Date, are as follows:

- I. The special bonus is subject to: (a) you being "active" in the services of the company through to Retention Date Jul 31, 2023; and (b) your employment has not been terminated for poor performance or for Cause[1] prior to Retention Date;
- II. The Special Bonus shall not be considered earned by you unless and until you remain employed with Wipro through the Retention Date. Prior to the Retention Date and after payout of the Special Bonus, the Special Bonus will be considered an unearned advance against future earnings. Thus, as set forth below, should your employment end due to your voluntary resignation or termination for cause [1] prior to the Retention Date, you will be required to repay the full gross amount of Special Bonus to Wipro;
- III. Should you be discharged for cause [1] or should you voluntarily resign your employment prior to the Retention Date, you acknowledge that the Special Bonus constitutes an unearned advance against future earnings. As such, you hereby authorize Wipro to withhold from your final settlement, in country/states where such a deduction from pay is lawful, the full gross amount of the Special Bonus. Should any amount of the Special Bonus remain due and owing to Wipro after said deduction, and/or should you work in a country/state in which deductions from final settlement is prohibited, you hereby agree to pay the full remaining amount due to Wipro no later than thirty (30) days after your last date of employment.

Additionally,

- IV. You shall not claim at any time that by virtue of receiving the payment, you are entitled to receive from Wipro further payments (in addition to your normal salary and benefits) in recognition of your involvement in this or any other transactions connected with your employment with Wipro;
- V. Although Wipro is offering this Special Bonus to you, it does not change the terms and conditions set out in the contract of employment between you and Wipro.
- VI. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy;
- VII. In the event of you being deputed to a location outside your base location, at the time of bonus merger, the merging will continue to happen at base location and revised compensation will be applicable on your return to the base location.
- VIII. In the event of you being deputed to a location outside your base location, which follows a NET salary model, the bonus amount mentioned above will be considered as NET payable amount. Taxes will be borne by Wipro. In event of merging, amount will be merged (added) to your then-current Net annual compensation.

[1] For purposes of this bonus agreement, Cause shall include but not necessarily be limited to any termination because of:

- (1) your failure or refusal to adequately perform your duties;
- (2) your pursuit of activities contrary to the best interests of Wipro, and which are reasonably likely to result in harm to Wipro;
- (3) your engagement in criminal, illegal, or fraudulent conduct or conduct involving moral turpitude;
- (4) inadequate performance; or
- (5) an act of dishonesty performed by you in connection with your responsibilities as an employee.

[Click here to update your acceptance Acceptance/Rejection](#)

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