



Oct 18, 2023

Name: Prafull Keshav Patil
Emp No: 20280535

Dear Prafull,

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
Nov-2023	INR 100000.00
Total Amount	INR 100000.00

The special bonus shall not be considered earned by you unless and until you remain employed with Wipro till Retention Date - Oct 31, 2024. 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 Oct 25, 2023.

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 blue ink, reading "Saurabh Govil", is written over a horizontal line.

Saurabh Govil
President & CHRO

Registered Office:

Wipro Limited T : +91 (80) 2844 0011
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 Prafull Keshav Patil.

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 Oct 31, 2024; 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] 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 be eligible to 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, which follows a NET salary model, the bonus amount mentioned above will be considered as NET payable amount. Taxes will be borne by Wipro.

[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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