

# EXHIBIT 1

## EMPLOYEE NON-DISCLOSURE AGREEMENT

The undersigned, an employee of Wipro Limited ("Wipro"), hereby accepts an assignment (the "Work Assignment") by Wipro to perform certain services for Alcatel USA Sourcing, L.P. and its affiliates (collectively, "Alcatel") and, as a condition to the acceptance by Alcatel of the Work Assignment, agrees as follows:

1. Employment by Wipro. The undersigned acknowledges that the undersigned (a) is an employee solely of Wipro and (b) is not an employee of Alcatel and not otherwise entitled to (i) any compensation from Alcatel or (ii) any benefits under any employee benefit plans of Alcatel. Upon the request of Alcatel, the undersigned shall cooperate fully with Alcatel in connection with any dispute relating to the Work Assignment.
2. Access. The undersigned shall use Alcatel's information systems and equipment to which the undersigned is given access exclusively for the performance of the Work Assignment.
3. Confidentiality. The undersigned shall (a) keep all confidential or proprietary information that is received from Alcatel by the undersigned in connection with the Work Assignment in strict confidence and (b) use it only for the performance of the Work Assignment.
4. Enforceability. The undersigned acknowledges that Alcatel may enforce this Non-Disclosure Agreement directly against the undersigned in the event of any breach of this Non-Disclosure Agreement by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed this Non-Disclosure Agreement as of the date set forth below.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_



Ganapati Hegde

Plot No 72, Keonics Electronics City Hosur  
Main Road Bangalore, Karnataka-56000, India

30.10.2007