



October 17, 2017

SRINIVASAN DURAIRAJ
Emp No: 354095

Dear SRINIVASAN,

Congratulations on successfully completing your training program. In recognition of this, we are pleased to confirm a gross one-time special bonus of INR 200,000. This Bonus is payable based on continuity in the organization as per the terms mentioned in this letter.

This bonus will be paid as per the details below, and will be subject to applicable payroll taxes and withholdings:

Payout Month	Payout Amount	Retention Date
Jan 2018	INR 100,000	31st December 2018
Jan 2019	INR 100,000	31st December 2019
Total Amount	INR 200,000	

Whilst 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. The following clauses may have a legal tone to it, but in no way is it intended to undermine the appreciation for your efforts or the intent to award it to you.

- I. The special bonus is subject to: (a) you being “active” in the services of the company through to **Retention Date** mentioned in the table above; (b) your employment has not been terminated for poor performance or for Cause¹ prior to Retention Date; and (c) you have not resigned voluntarily or abandoned your job as of the Retention Date
- II. The payment will be made along with the same month’s payroll subject to satisfying conditions contained in (I)
- III. The gross amount paid will be recovered in case you leave the organization before the retention date.
- IV. You shall keep the contents of this letter strictly private and confidential and will not disclose it (or any information surrounding the payment to you of the payment) to any employee or contractor of Wipro, or any other third party, save that you may disclose it to the proper authorities as required by law;
- V. You shall take all steps reasonably necessary to prevent the information contained in this letter (or any information surrounding the payment to you of the payment) from being disclosed to the public or to any third party (including employees and contractors of Wipro) or by any means coming into the possession of any third party;
- VI. 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;
- VII. You have not done or failed to do anything which would constitute a breach of your express or implied employment obligations towards Wipro; and

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. If Wipro terminates your employment for Cause then you will not be entitled to any unpaid portion of the bonus.



- VIII. In the event of breach or non-performance by you of any of your obligations set out above, you shall repay the gross payment in full to Wipro, or any other such lower sum as Wipro shall decide in its absolute discretion.
- IX. 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.
- X. 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.
- XI. Additionally, INR 100,000 will be merged with your annual India Gross Salary, across various prevailing components effective 1st Jan 2019 and INR 100,000 will be merged with your annual India Gross Salary, across various prevailing components effective 1st Jan 2020 provided you satisfy conditions mentioned in (I)

Further you are requested to send a signed acceptance of this letter and the terms mentioned above to HR jayashree.ray@wipro.com. The Bonus plan would come into effect subject to receipt of the acceptance by 10th November 2017

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 "Rajan Kohli", is written over a light blue horizontal line.

Rajan Kohli
Senior Vice President & Global Head - Wipro Digital

Repayment Agreement

I accept the bonus payable as per the above terms and conditions. Further, I agree that in the event of my leaving Wipro before the retention date, Wipro may deduct the bonus from my final settlements (including leave encashment). I agree that if my final settlements amount is less than this due and owing, that I shall repay Wipro in full within thirty (30) days of termination.

.....
[Employee's name]

.....
[TO BE SIGNED BY EMPLOYEE]

Date: