

January 31, 2008

Mr. Mahesh Zade
Nagpur

Dear **Mahesh**,

We have pleasure in appointing you in our Company as **Associate Customer Service Engineer** at Nagpur or in such other capacity the management shall from time to time determine. Please note that the employment terms contained in this letter are subject to Company policy.

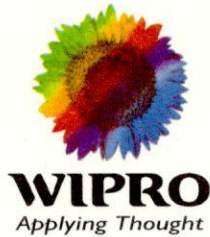
1. APPOINTMENT

- a. Your date of appointment is effective from the date of joining which shall be as soon as possible but not later than **February 01, 2008**
- b. The retirement age is 58 years.
- c. You will be liable to be transferred in such capacity as the Company may from time to time determine to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate Company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.

2. COMPENSATION

You will be eligible to receive the following:

- a. Basic salary of **Rs. 3010/-** per month.
- b. Special allowance of **Rs. 500/-** per month. The special allowance will not attract any allowance or benefit, including deferred benefits. The company may, at its discretion, review, adjust or withdraw this special allowance at the time of revision or when company is required to make payment under any statute.
- c. You will be paid House Rent Assistance of **Rs. 1204/-** per month.
- d. You will be paid a Commutation Allowance of **Rs. 800/-** per month.
- e. You will be paid Wipro Benefit Plan (WBP) amount of **Rs. 3046/-** per month.
- f. Quarterly Performance Linked Compensation of **Rs. 1204/-** per month. The Quarterly Performance Linked Compensation program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management.
- g. You will be entitled to other compensation and benefits in accordance with the Company policy as modified and intimated to you from time to time.
- h. Your salary will be reviewed periodically as per Company policy.
- i. Changes in your compensation are discretionary and will be subject to and on the basis of effective performance and results during the period and other relevant criteria.



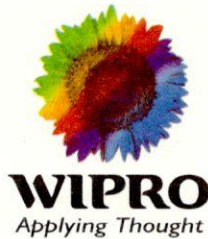
3. OTHER BENEFITS

You will be entitled to the following:

- a. Leave, holidays and working hours as applicable to your category of employees and location of posting.
- b. Perquisites, if any, as applicable to your category of employees and / or based on functional requirements as determined by the company.
- c. Participate in the Company Provident Fund Scheme as per the rules and policies applicable to your category of employees.
- d. Participate in the Company Medical Assistance Program and Contributory Mutual Benefit Program for your category of employees.
- e. Company sponsored and administered Employee Benefits Programme for management employees, comprising of gratuity plan, survivor benefit plan and industrial injury benefits.

4. RESPONSIBILITIES

- a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. You will be expected to work extra hours to achieve the above whenever the job so requires. In this connection, 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 will be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Company policy applicable to you.
- c. We at WIPRO are committed to ensure "Integrity" in all aspects of its functioning. Please ensure that you comply with the policies of the company as they form an integral part of the terms of 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 from time to time. As and when this happens, the Company will notify you and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or this letter, shall immediately be brought to the notice your Business Unit Head.
- e. In connection with your employment and during the term of your employment you shall disclose and assign to WIPRO as its exclusive property, all developments developed or conceived by you solely or jointly with others and shall comply with the Policies of the Company in relation to Intellectual Property.



5. CONFLICT OF INTERESTS

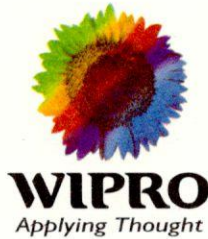
- a. You are required to engage yourself exclusively in the work assigned by WIPRO and shall not take up any independent or individual assignments (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall 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. The Conflict of Interests 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:
 - 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, understand the position of WIPRO and resolve the conflict.

6. CONFIDENTIALITY

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 the company. Therefore, please ensure that you maintain as secret and confidential all Confidential Information (as defined from time to time in the Confidentiality Policy of the Company) and shall not use or divulge 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 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).

7. GENERAL

- a. We trust that you have not provided us with any false declaration or willfully suppressed any material information. If you have, you will be liable for removal from service without 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 relate to your commitments under this Agreement.
- b. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement 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.



8. NOTICE PERIOD

This contract of employment is terminable, without reasons, by either party giving two months notice. Wipro reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period.

9. ON SEPARATION

On acceptance of separation notice, you will immediately give to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost of data, market data, literature, drawings, effects or shall not make or retain any copies of these items.

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.

Yours sincerely,
For **WIPRO LIMITED**

TAPAN BHAT
VICE PRESIDENT – HUMAN RESOURCES, RESOURCING & TT

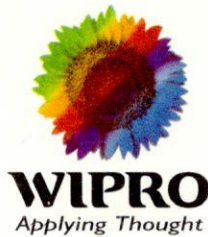
I agree to accept employment on the terms and conditions mentioned in the above letter.

Name:

Signature :

Place:

Date :



January 31, 2008

SALARY STACKUP

NAME : **Mahesh Zade**
DESIGNATION : **Associate Customer Service Engineer**
LOCATION : **Nagpur**
Career Group : **A2**

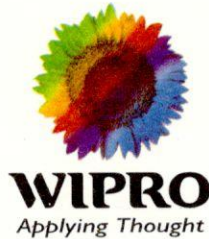
ELEMENTS	Amount in INR
Basic Pay	3010
House Rent Allowance	1204
Wipro Benefits Plan (WBP)	3046
Special Allowance	500
Commutation Allowance	800
Additional Allowance	1445
Total Fixed Cash	10005
Provident Fund	361
Gratuity	160
Total Compensation	10526
QPLC *	1204
Total Target Compensation	11730
Health Benefits	325
Monthly Gross	12055
Annual Gross	144660

- * QPLC is paid as per company policy and is subject to change at the discretion of the management.
- Medical Assistance Scheme (MAS) limit is up to one month's basic salary per annum or Rs 15,000/- whichever is higher.
 - MBS limit is Rs.50,000/- per annum.
 - Mediclaim limit is Rs.2,00,000/- per annum.
 - CBDT hospitalization limit is Rs.10,000/- per annum.
 - Group Personal Accident Insurance Cover will be for Rs.12,00,000/-.
 - Life Insurance cover will be Rs 9,00,000/-

Please note that your compensation is personal to you and you are requested not to share details of the same with others.

Yours sincerely,
For **WIPRO LIMITED**

TAPAN BHAT
VICE PRESIDENT – HUMAN RESOURCES, RESOURCING & TT



January 31, 2008

Mr. Mahesh Zade
Nagpur

Dear **Mahesh**,

Further to our appointment letter, we wish to confirm that recognizing your job requirements, nature of responsibilities and in furtherance of company's business interest, company will provide assistance under the **Wipro Benefits Plan (WBP)**.

You will be eligible for a maximum limit of Rs. **36552/-** per annum under the Wipro Benefits Plan.

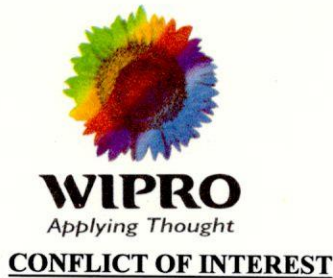
You will be required to budget your expense for the Calendar Year at the beginning of the year under the head telephone & mobile lines (rental upto a max limit of Rs.1200), LTA, Food Coupons and Education Allowances.

The budget submitted by you shall not change during this period of twelve months unless there is a change in Benefits limit applicable to you.

The reimbursement of expenses shall be subject to company policy.

Yours sincerely,
For **WIPRO LIMITED**

TAPAN BHAT
VICE PRESIDENT – HUMAN RESOURCES, RESOURCING & TT



Wipro Infotech 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 dealing with the suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of 'conflict of interest'.

1. 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 on open market or the interest is not material.
2. 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 the contractor, supplier or customer, except with the knowledge and consent of top management.
3. For an employee to serve as an officer, director or in any other management capacity or as 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.
4. 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.
5. For an employee or any dependent member of his family to accept commission, a share in profits or other payment, loans (other than with established banking or financial institution), 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 top management.

Name :

Date :

Signature _____