



## **APPOINTMENT LETTER**

**1<sup>st</sup> December, 2014**

**SANKARA SARMA AKELLA  
HYDERABAD**

Dear SANKARA SARMA AKELLA,

Welcome to Wipro Limited ('Wipro') and congratulations on your appointment as **Senior Project Engineer**.

### **1. Appointment Details:**

- a. The date of appointment is effective from December 1, 2014.
- b. The retirement age is 58 years.
- c. You agree to be transferred in such capacity as Wipro may from time to time determine to any other location, department, function, establishment, or branch of Wipro or subsidiary, associate or affiliate Wipro. In such case you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- d. We provide support to our global customers through various Wipro locations in India to suit customer time including on 24x7 basis. You agree to operate from any of these locations and in any of the shifts, including night shift, as may be decided by Wipro keeping in mind business needs and deliverables to customers.

### **2. Compensation:**

- a. You will be eligible for compensation and benefits in accordance with Annexure titled Salary Offer Sheet.
- b. Quarterly Performance Linked Compensation (QPLC) - The details of this component are available on myWipro. The QPLC program may be changed or modified in part or full thereof from time to time, at the sole discretion of the management of Wipro.
- c. You will be entitled to other compensation and benefits in accordance with Wipro policy as modified and intimated to you from time to time.
- d. Your compensation will be reviewed periodically as per Wipro policy.
- e. Changes in your compensation are at Wipro's discretion and will be subject to and on the basis of effective performance and results during your period of employment and other relevant criteria.

### **3. Other Benefits:**

- a. You will be entitled to leave, holidays and working hours as applicable to your stream and location of posting.

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- b. You are entitled to participate in the Wipro Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- c. You are eligible for the Wipro Medical Assistance Scheme (MAS), Contributory Medical Insurance and Medical Benefit Program (MBP) for your band and stream as long as you are not covered under the purview of the Employee's State Insurance Act. (ESI Act).
- d. You will be covered by the Wipro sponsored and administered Employee Benefits Programme for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits. You could refer to the detailed policies in myWipro

#### **4. Responsibilities:**

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, 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 Wipro work for which you will be reimbursed travel expenses as per the Wipro policy applicable to you.
- c. We at Wipro are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of Wipro including the Code of Business Conduct and other policies of Wipro as they form an integral part of the terms of your 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 and notified to employees from time to time 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 the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

#### **5. Conflicts of Interest:**

- 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 Interest 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:**

- a. 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 Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use 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 beyond the cessation of your employment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

#### **7. Assignment of Intellectual Property**

In connection with your employment and during the term of your employment upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the policies of Wipro in relation to Intellectual Property.

#### **8. Non-Compete**

In the course of your employment with Wipro you will be providing services to customers or clients of Wipro during which process you would be handling sensitive information including but not limited to key customers of Wipro, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to Wipro and its protection is of utmost importance to Wipro. You confirm that for a period of six (6) months after separation of your employment from Wipro (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing Wipro during the six (6) months preceding the date of separation.



#### 9. General:

- a. This offer of appointment is subject to the condition that you have not provided us with any false declaration or willfully suppressed any material information. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this Agreement.
- b. The employment terms in this Agreement are subject to change with the change in Wipro policies.
- c. Your employment terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- d. These employment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- e. You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- f. During the employment you have to comply by all policies of Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time. You agree to comply with all policies as modified from time to time.

#### 10. 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, Wipro may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if Wipro desires the employee to continue the employment during the notice period the employee shall do so.

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 and submitting the same on the date of appointment.

Yours sincerely  
For **Wipro Limited**,

**Rajeev Kumar**  
**Global Head - Campus Hiring**

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

Date: 01/12/2014

Signature  .....





**ANNEXURE I**

**CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER  
INFORMATION TECHNOLOGY ACT, 2000)**

I Sankara Sarma Akella, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- b. processing my job application including background verification checks and medical checks;
- c. employment related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

Name:

Date: 01/12/2014

Signature: .....



**ANNEXURE II**

**SALARY OFFER SHEET**

**Name : SANKARA SARMA AKELLA**

**Position : Senior Project Engineer**

**Career Group: B2**

Component	CTC INR
Basic	16,772
HRA	8,386
Commutation	2,500
WBP	11,155
<b>Total Fixed</b>	<b>38,813</b>
PF	2,013
Gratuity	891
<b>Total Guaranteed</b>	<b>41,717</b>
QPLC	5,750
<b>Target Comp</b>	<b>47,467</b>
Medical	450
<b>Target CTC pm</b>	<b>47,917</b>
<b>Total CTC pa</b>	<b>575,004</b>

**Date:** 01/12/2014

**Signature:**  .....

### ANNEXURE – III

Component	Additional Details		
<b>Basic, Additional Allowance</b>	These are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.		
<b>HRA</b>	HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.		
<b>Commutation Allowance</b>	This is a tax free allowance in your salary up to INR 800 per month. This does not warrant the production of any bills.		
<b>Wipro Benefits Plan</b>	This is a basket of various allowances / reimbursements. These components are eligible for exemptions as per the prescribed Income tax rules applicable and you will be subject to tax for the portion of the allowances that is not exempt.		
	<i>Meal Allowance</i>	INR 2,750 per month in the form of Meal Vouchers	Option of selecting meal vouchers vs. cash component in the salary
	<i>LTA</i>	INR 40,000 per annum	LTA is paid on the basis of claim and if not claimed, as a cash component
	<i>Telephone/ mobile rental reimbursement</i>	INR 19,200 per annum	Apart from Residence Telephone & mobile rentals registered under your name, broadband, GPRS & modem rentals are also covered
	<i>Children's Education Allowance</i>	INR 100 per child per month & INR 300 if the child is in hostel	Education allowance for employee's children
	<i>New Pension Scheme</i>	5% to upto 10% of Basic	This will be over and above Sec 80C investments.
<b>QPLC (Quarterly Performance Linked Compensation)</b>	This is a variable component in your salary stack which would be paid out on a quarterly basis based on individual, group/function and organization level achievement against target on predefined parameters. The plan gives the potential to earn upto 300% of the target amount mentioned in the offer letter. The QPLC payout amount is liable to vary as per the performance on these parameters. The QPLC program may be changed/alterd or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to be active on the rolls of the company on the last working day of the quarter to be eligible for payout under the program.		
<b>Provident Fund</b>	12% of basic contributed by both employer & employee towards PF. Voluntary Provident Fund is optional for the employee with contributions upto 88% of Basic.		
<b>Gratuity Benefit</b>	This provides you a lump sum benefit upon separation after completion of 5 years of service or on retirement or when deceased. Your gratuity is computed as: Last drawn Basic Salary * No. of years served * 15/26. Notional sum indicating contribution of 4.81% of your basic towards provision for Gratuity.		
<b>Survivor Benefit Pension</b>	The Survivor Benefit Plans' objective is to provide a monthly income to the surviving spouse and children of an employee who dies while in service. The pension payable is based on last drawn basic at time of death, number of years till retirement, Grade at time of death, number and age of surviving members. Notional sum indicating contribution of 0.5% of your basic towards provision for Survivor Benefit Pension.		
<b>Voluntary Superannuation Scheme</b>	A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) upon joining Wipro. We currently have tie-ups with two leading PSPs (LIC and ICICI Prudential) to manage the superannuation funds. ICICI Prudential also has a Unit Linked Superannuation scheme which offers a market linked return, range of fund options. The Company shall contribute 15% of basic salary, towards the scheme selected. In case 15% of basic exceeds INR 100,000 per annum, an option to restrict the contribution to INR 100,000 per annum. The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window is open every month.		
<b>Life Insurance: INR 1,400,000</b>	In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover. Coverage can be enhanced by an additional 50% of the existing Sum Assured for a nominal and highly negotiated premium.		
<b>Personal Accident Insurance: INR 1,200,000</b>	This insurance offers round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Even on temporary disability due to Accident you get compensated for loss of wages on account of leave due to Accident. Coverage can be enhanced by an additional 50% of the existing Sum Assured for a nominal and highly negotiated premium.		





Medical Benefits Program	
Medical Assistance Scheme (MAS)	This is a medical scheme covering you, your spouse and your 2 dependent children to the extent of <b>INR 15,000</b> per annum or actual bills submitted whichever is lesser towards expenditure towards domiciliary medical expenses and purchase over the counter medicines, spectacles or bifocals. The scheme also provides reimbursements of up to INR 10,000 for premium paid towards parental insurance. Amount mentioned as Medical allowance in the salary stack is a notional figure.
Medical Benefit Scheme (MBS)	This is a medical scheme which provides for additional reimbursements upto INR 50,000 per annum for specified illnesses such as cancer, paralysis, and diabetes (for detailed list of specified illnesses please refer to the policy), in case the MAS benefit gets exhausted. A nominal deduction per month of INR 5 for singles and INR 20 for married employees is made from payroll towards this benefit.
Catastrophic Medical Assistance Program (CMAP)	This medical scheme provides reimbursement of reasonable expenses to you, your spouse and your 2 dependent children in case anyone is struck by an illness of catastrophic nature such as kidney transplant and complex coronary surgery which involves huge expenses. An employee may seek assistance upto INR 300,000 under this plan. This is subject to approval and guidelines as laid down in the policy.
Hospitalization Insurance Cover	This insurance offers Hospitalization cover of <b>INR 200,000</b> for family (Self, Spouse and Dependent children) towards hospitalization. A deduction per month of INR 230 for singles and INR 480 for married employees is made from payroll towards this benefit. Coverage can be enhanced by an additional INR 100,000, INR 200,000 or INR 300,000 of the existing Sum Assured for a nominal and highly negotiated premium. Dependent Parents are not covered in the standard cover, if you wish you could avail of Voluntary Parental Medical Insurance Scheme with an option of covering pre-existing diseases at a negotiated premium for sum assured of <b>INR 1,00,000 to INR 3,00,000</b>
Annual Health Check	Company paid Annual health check-up program is available for employees above 40 years of age.

*The above summary is as per the current employee policy and the actual policy is subject to change from time to time. For more details please refer to the policies on myWipro → My Information Source → People Practices → India → My Financials.*





### Bonus letter

In recognition of your excellent contribution, we are pleased to confirm a gross one-time special bonus of INR 1, 00,000. This Bonus is in recognition of your contribution in the engagement, and 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
November 2015	1,00,000
CURR Total	1,00,000

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 30 November 2015 (Retention Date); (b) your employment has not been terminated for poor performance or for Cause<sup>1</sup> prior to Retention Date; (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 salary as mentioned above subject to satisfying conditions contained in (I)
- III. 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;
- IV. 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;
- V. 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;
- VI. You have not done or failed to do anything which would constitute a breach of your express or implied employment obligations towards Wipro; and
- VII. 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.

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<sup>1</sup> 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. Additionally INR 1,00,000 will be merged with your annual INR Gross Salary, across various prevailing components effective 1<sup>st</sup> December 2015 provided you satisfy conditions mentioned in (I)
- IX. Although Wipro is offering this Special Bonus to you, it does not change the employment terms between you and Wipro.

Further you are requested to send an acceptance of this letter and the terms mentioned above to [manager.campus@wipro.com](mailto:manager.campus@wipro.com) stating 'Offer Accepted'. The Bonus plan would come into effect subject to receipt of the acceptance by 4<sup>th</sup> December 2014.

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,

**Rajeev Kumar**  
**Global Head - Campus Hiring**

**Employee Signature:**

I accept the bonus payable as per the above terms and conditions.

Sankara Sarma Akella  
[Employee's name]

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

Date: 01/12/2014