

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of 29 June, 2021 and between WIPRO LIMITED, (the "Company"), and Venkata Subrahmanyeswara Adithya Dwadasi (the "Employee"). The Agreement is effective from the date of joining which is anticipated to be on or about 1 July, 2021 and is subject to satisfactory background checks, reference checks, and pre-employment drug screening results, as well as the Employee's provision of adequate proof of authorization to work in the United States.

In accordance with the Immigration Reform and Control Act, we are required to verify that you are legally entitled to work in the United States. You must complete Section 1 of the Form I-9 and present it with original documents establishing identity and employment eligibility. Please present these documents on your first day of employment to the authorized representative of the Company. Failure to complete Section 1 and to produce the appropriate document(s) on your start date may make you ineligible for employment with the Company.

WHEREAS, the Company desires to employ the Employee and to provide certain rewards and incentives to Employee as set forth in this Agreement; and

WHEREAS, the Employee desires to accept such employment subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

SECTION 1

EMPLOYMENT

Subject to the terms and conditions hereof, the Company hereby employs the Employee, and the Employee hereby accepts such employment to continue until terminated as provided herein (the "Employment"). The Employment with the Company is for no specified period. Employee acknowledges and agrees that the Employment is on an "at *will*" basis, which means that either the Employee or the Company is free to terminate the Employment at any time and for any reason or for no reason at all. Wipro requests that the Employee provide at least two weeks' notice before resigning from the Employment.

SECTION 2

POSITION AND DUTIES

2.1 POSITION

The Employee will serve the Company as **Software Engineer** Career Group **B1** or in such other position (s) as the Company's Management (the Management) may determine from time to time.

2.2 DUTIES

The Employee will, to the best of the Employee's ability, perform the customary duties of the Employee's position and such other duties as are assigned to the Employee by the Management from time to time. The Employee will at all times perform such duties loyally and conscientiously.

2.3 FULL TIME AND BEST EFFORTS

During the Employment, the Employee will devote the Employee's full time and best efforts to the performance of the duties hereunder and to the business and affairs of the Company. The Employee will not, without the express written consent of the Company, undertake other employment or significant other professional responsibilities during the Employment with the Company.

2.4 PRINCIPAL OFFICE

The Employee will perform Employee's duties from Wipro's office and Client locations as applicable. The Employee may be required to work from a different Wipro office, on reasonable notice, and will be required to travel from time to time in the performance of Employee's duties.

SECTION 3

COMPENSATION

The compensation for the service to be rendered by the Employee shall be as follows:

3.1 BASE SALARY

The company will pay the Employee an annual base salary of **US \$ 63000** payable in biweekly installments consistent with the Company's established payroll policies. Such salary typically is reviewed annually and is subject to change in the Company's sole discretion. Additionally, Employee may, at the Company's discretion, be eligible to participate in incentive bonus and/or stock plans made available from time to time.

3.2 VARIABLE PAY

You will be covered under the company's Variable Pay program (bonus plan) and your initial targeted Variable Pay subject to meeting goals and objectives as identified from time to time will be **US \$ 3000**. Bonus varies based on achievement of sales, profitability & utilization targets, or any other pre-defined goals, per the applicable Variable Pay/Bonus plan. Such objectives and goals shall be set by the Company at the beginning of each year and may be modified by the Company in its sole discretion. Variable Pay is payable on a quarterly basis, or as established by the company policy and is subject to payment only if employee continues on the rolls of the company till the last date of the quarter. Details of the bonus scheme will be made available after joining.

3.3 BENEFITS

During the Employment, the Employee will be entitled to participate in the Benefits program, consistent with the Company's established policies applicable to the employee as of the date hereof and such other benefits as affect all employees similarly situated under the Company's benefit policies in effect from time to time. Details of the same will be provided upon joining. Nothing in this Agreement shall be deemed to be a benefit plan or a summary plan description and the applicable benefit plan or summary plan descriptions shall govern the terms of the benefits. For more information on the Company's Benefits program, Employee should consult with the Company's Human Resources Department.

3.4 TAX WITHHOLDING

The Company will have the right to deduct or withhold from the compensation due to the Employee all amounts required to be withheld by law for Social Security, federal, state and local taxes as applicable from time to time.

3.5 CITY COMPENSATORY ALLOWANCE (CCA)

You will be covered under the City Compensatory allowance (CCA) identified with your place of work which will be **USD \$ 3000** per annum. Please note that the CCA is subject to periodic review upwards or downwards depending on the cost of living. Further, CCA is subject to change upwards or downwards, or be withdrawn fully, at the company's discretion or in case of transfer to any other city, depending on the applicable CCA for that location.

SECTION 4

BUSINESS EXPENSES

4.1 **REIMBURSEMENT**

The Company will reimburse the Employee for reasonable actual business expenses incurred by the Employee in the course of the Employment, in accordance with the policies of the Company in effect from time to time.

4.2 ADEQUATE RECORDS

No such expenditure will be reimbursable unless the Employee furnishes to the company adequate records and other documentary evidence required under the tax laws for substantiation of such expenditure.

SECTION 5

OTHER AGREEMENTS

The Employee shall execute the Company's Conflict of Interest policy in effect from time to time, a copy of which is attached to this Agreement as Annexure 1. Employee further agrees to execute such other policies and agreements that the Company may present for signature from time to time.

SECTION 6

NON COMPETITION, INTELLECTUAL PROPERTY NON-SOLICITATION, and CONFIDENTIALITY

6.1 NON COMPETITION DURING EMPLOYMENT

Employee agrees that while employed by Wipro, Employee shall not attempt to take or take a business opportunity, whether for Employee or some third party, that could otherwise go to Wipro or its affiliates.

6.2 INTELLECTUAL PROPERTY

During the course of employment with the Company, Employee may conceive, develop or contribute to artefacts, materials or information related to the business of the Company, including, without limitation, software, know-how, ideas, inventions, plans, designs, techniques and methodologies, regardless of the media on which such is affixed ("Intellectual Property"). Any Intellectual Property that relates to the business of the Company, was created by Employee through the use of the Company's resources, assets or information, or was created within the scope of Employee's employment with the Company, shall be deemed Intellectual Property under this Agreement, irrespective of the

hours actually worked by Employee or the location of such work. Except as otherwise expressly provided for under applicable law, upon conception or fixation, any and all Intellectual Property shall become the exclusive property of the Company. Such rights shall include all copyright, patent, design, trade secret and trademark rights to and interests in such Intellectual Property. Further, as of the time of creation of such Intellectual Property, Employee hereby irrevocably assigns to the Company any and all rights, title and interests that Employee may have acquired to such Intellectual Property.

At the sole expense of the Company, Employee shall comply with all requests by Company to perform certain functions and sign all documentation that are reasonably necessary to ensure the Company is able to obtain all rights and ownership of the Intellectual Property, including but not limited to, written assignments and any other documents needed for the Company to apply for or obtain patents, to register copyrights and trademarks, and obtain such other intellectual property protections anywhere in the world. Employee shall keep accurate and complete records relating to all Intellectual Property that Employee has been involved in creating or modifying and shall disclose such information upon Company's reasonably request. Employee hereby irrevocably and unconditionally waives all moral rights Employee may have now or in the future in any such Intellectual Property

6.3 NON-SOLICITATION

During the Employment and for a period of six (6) months following the termination of the Employment (irrespective of the reason for the termination of the Employment), the Employee shall not, either directly or indirectly, while acting on Employee's own behalf or as an employee, consultant, contractor or otherwise on behalf of another entity:

- Perform services for, contact for a business purpose, or solicit the business of any Wipro customer or prospect with whom the Employee worked, interacted with, or learned confidential information about during the Employee's last 12 months of employment with Wipro;
- 2. Solicit or encourage any current or Former Company Employee to terminate his or her employment with the Company; or
- 3. Engage, hire, employ, or retain any current or Former Company Employee to perform services of any type that the Company can render.

For purposes of this paragraph "Former Company Employee" means an individual whose employment with the Company has ended for any reason during Employee's last six months of employment with Wipro.

6.4 CONFIDENTIAL INFORMATION

The Company has and will develop, compile and own certain proprietary techniques and confidential information that have great value in its business (hereafter, "Confidential Information"). The Company may disclose Confidential Information to Employee in the course of the Employment. Confidential Information includes not only information disclosed by the Company but also information developed or learned by Employee during the course of the Employment with the Company. Confidential Information is to be broadly

defined and includes all proprietary information that has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging. Employee acknowledges that the unauthorized use or disclosure of Confidential Information would be detrimental to the interests of the Company, whether or not such information is identified as Confidential Information by the Company. All information concerning databases, source code, object code, assemblers, generators, compilers, subroutine libraries and other computer programs, products, processes, formulas, trade secrets, innovations, inventions, discoveries, improvements, techniques, research or development and test results, specifications, data, know-how formats, marketing plans, business plans, strategies, forecasts, unpublished financial statement, budgets, projections, and customer and supplier identities, characteristics and agreements are considered Confidential Information and are to be kept in strictest confidence.

Consistent with the foregoing, 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 this agreement you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

6.5 **PROTECTION OF CONFIDENTIAL INFORMATION:**

Employee agrees that at all times during or subsequent to the Employment, Employee will hold in trust, keep confidential, not disclose to any third party, or make any unauthorized use of the Company's Confidential Information. Employee further agrees not to cause the transmission, removal or transport of Confidential Information from the Company's places or business or such other place of business specified by the Company, without prior written approval of the Management or such other authorized agent of the Company as designated in writing by the Management.

6.6 RETURN OF DOCUMENTS AND OTHER PROPERTY

Upon the termination of the Employment -- by either party and regardless of the circumstances -- Employee is required, promptly and without request, to deliver to and inform the Company of all documents and data pertaining to the Employment and the Company's Confidential Information, whether prepared by Employee or otherwise coming into his or her possession. Employee will not retain any written or other tangible material containing any information concerning or disclosing any other Company's Confidential Information. Employee will return all Company property immediately, including but not limited to documents and files (in whatever form), computers, cell phones, credit cards, keys, etc.

6.7 RESTRICTIVE COVENANTS: SCOPE AND CHOICE OF LAW

The parties understand and agree that the scope of the covenants contained in this Section 6 of this Agreement, both as to time and subject matters covered, are necessary to protect the rights of the Company. It is the parties' intention that these covenants be enforced to the greatest extent (but to no greater extent) in time, area, and degree of participation as is permitted by the laws of New Jersey.

SECTION 7

TERMINATION OF EMPLOYMENT

7.1 TERMINATION BY THE COMPANY

As stated above, the Employment shall be terminable by the company at will.

7.2 **RESIGNATION**

As stated above, the Employment shall be terminable by the Employee at will. However, the Company requests that the Employee provide at least two weeks' notice of a voluntary resignation of the Employment.

SECTION 8

GENERAL PROVISIONS

8.1 GOVERNING LAW

With the exception of Section 6 above, this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

8.2 SUCCESSORS AND ASSIGNS

This Agreement shall bind and inure to the benefit of the respective heirs, successors and assigns of the parties.

8.3 CONSTRUCTION

In the event that any of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any reason, the invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.4 WAIVERS

No failure or delay on the part of either party in the exercise of any right hereunder will operate as a waiver thereof. Any waiver of any right hereunder will be effective only if in writing. Any single or partial waiver of any right hereunder shall not operate as a waiver of any preceding or succeeding such right or any other right.

8.5 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the Employment and supersedes all prior agreements, understandings and communications between the parties with specific reference hereto

8.6 AMENDMENT

Any amendment to this Agreement shall be effective only if in writing signed by Employee and an authorized representative of the company with specific reference hereto.

8.7 LEGAL EXPENSES

The prevailing party in any legal action between the parties arising out of this Agreement will be entitled, in addition to any other rights and remedies such party may have, to reimbursement for such party's legal expenses, including court costs and reasonable attorney's fees.

8.8 INTERPRETATION

You have the right to review this agreement with an attorney if you wish, but that is not required. Both parties to this Agreement having reviewed and had the opportunity to consult with counsel about this Agreement, accept the rule of construction that any ambiguities shall be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments hereto.

8.9 JURY WAIVER

Both parties agree that any legal action concerning the Employment or this Agreement shall be tried by a Judge alone, and both parties hereby waive and forever renounce the right to a trial before a civil jury.

8.10 BACKGROUND CHECKS AUTHORIZATION

By signing below, you authorize Wipro (or its third-party designee) to conduct inquiries into your background, including but not limited to: criminal history, driving records, previous employment, credit history, and other searches. You agree that such inquiries may be conducted prior to your employment and periodically during your employment. You further agree that Wipro may share the results of such inquiries internally and with third-parties, including clients, compliance personnel, and auditors, provided that such third parties agree to maintain the confidentiality of such information. By signing below you release and waive any claim against Wipro relating to the performance of any background check or the use or disclosure of the results of a background check internally or to third parties.

8.11 EMPLOYEE HANDBOOK

Wipro's Employee Handbook is available on myWipro (HR intranet). The Employee Handbook contains important information on Wipro's policies and your obligations as an employee. We urge you to read the entire Employee Handbook carefully and to abide by the policies and procedures it describes. The policies and procedures in the Employee Handbook may undergo changes including in view of changed local laws from time to time and this may or may not be communicated to you. You are advised to keep yourself updated on such changes by reading through the handbook on myWipro. Please be advised that nothing in the handbook constitutes an employment contract or other contract between Wipro and you.

8.12 DATA PROTECTION

The Company holds a personnel file and computer records which contain data concerning a wide variety of matters. These include matters such as your application, references, bank details, and other personal details.

The company shall use the above personal data provided by him/her to the Company and its Group companies for all purposes relating to the performance of his/her duties under this Agreement including but not limited to:

- 1. administering and maintaining personal records;
- 2. paying and reviewing salary and other remuneration and benefits;
- 3. providing and administering employee benefits
- 4. carrying out performance appraisals and development reviews;
- 5. providing information to the Company advisors, the relevant regulatory authorities and governmental and quasi-governmental bodies for social security and other purposes;
- 6. recording the commission or alleged commission of any offence;
- 7. providing information to future purchasers of the Employer or and Group Company or of the business(es) in which the Employee works.

Where transfers outside USA (e.g. to India) are necessary, the Company has taken, or shall take, the appropriate steps to satisfy itself that the entity to which the Employee's data is transferred has in place the appropriate technical and organizational measures to protect such data against unauthorized or unlawful processing and against accidental loss or destruction of, or damage to the data

Executed effective as of the date first set forth above

THE COMPANY: For WIPRO LIMITED,

A

Vinay Biradar Senior Manager – U.S. Talent Acquisition

THE EMPLOYEE: Venkata Subrahmanyeswara Adithya Dwadasi

Signature: Venkata Subralimanyeswara Adithya Dwadasi

Date: 6/30/2021

POST-OFFER RULES REGARDING COMPLIANCE WITH OBLIGATIONS TO FORMER EMPLOYERS

By letter dated **29 June, 2021** Wipro Ltd. has offered you employment on the terms set forth in that letter. In addition, Wipro wishes to outline some of its expectations concerning your conduct in the event that you accept Wipro's offer. Our goal is to ensure that Wipro supports you in your efforts to comply with any and all obligations you may have to a former employer.

- 1. It is essential that you return to your previous employer all company property and business information in your possession that belongs to it, including all business, technical and customer-related information and data, address lists, notebooks, training materials, company manuals, keys, credit cards, etc. If you have been using any company equipment (including a laptop or other computers, personal digital assistants and cell phones), you should not copy, download, or remove any information or data from it, and you should return all such equipment upon your departure. In addition, if you have any data or documents belonging to your former employer or its clients stored on any equipment or device, or in hard copy, at a location other than your previous employer's offices or business location(s), then you should immediately arrange for the information to be destroyed or returned to your previous employer.
- 2. In performing your duties on behalf of Wipro, you must not use or disclose to anyone any trade secrets, confidential business or technical information, or knowhow not generally known to the public ("Confidential Information") that you learned in the course of your employment, consultancy, or contractor relationship with any previous person, entity, or third party.
- 3. You should not contact or solicit any employee of your previous employer or its clients for the purpose of having such person explore employment opportunities or become employed with Wipro, absent express written permission from Wipro's Human Resources Department. Before allowing any such solicitation, Wipro will require you to certify, in writing, that you do not have any contractual obligation that prohibits or limits such solicitation.
- 4. Do not make any disparaging or derogatory statement about your previous employer or its employees to anyone.
- 5. Prior to informing the appropriate person(s) at your previous employer that you are leaving your employment, you should not discuss the fact that you are planning to join Wipro with any of your client contacts or with any of your co-workers. You should ask your previous employer what, if anything, your previous employer would like you to tell your client contacts or co-workers about your departure. Under no circumstances should you initiate contact with your client contacts or co-workers to discuss your pending departure without the consent of your previous employer.
- 6. Before leaving your previous employer, you should not initiate contact with your client contacts to solicit them to transfer their business to Wipro. After you have commenced employment with Wipro, you may only initiate contact with such clients to solicit business with the express, written approval of your manager and Wipro's Human Resources Department. Before allowing any such solicitation, Wipro will

require you to certify, in writing, that you do not have any contractual obligation that prohibits or limits such solicitation.

7. If you have contractual obligations that limit your ability to solicit the actual or prospective customers of your prior employer(s), then Wipro will require you to provide the agreement(s) containing those covenants so that Wipro can support you in your efforts to comply with them.

Acknowledged and agreed,

Name Venkata Subrahmanyeswara Adithya Dwadasi

Signature: Venkata Subrahmanyeswara Adithya Dwadasi

Date: 6/30/2021

ANNEXURE 1

CONFLICT OF INTEREST

Wipro Limited (the "Company"), has adopted the following conflict of interest policy, which is applicable to all Company employees. This policy is intended to avoid conflicts between the personal interests of an employee and the business interests of the company, including but not limited to its dealings with 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 the employee's family to have an interest in any organization that has business dealings with the company where there is an opportunity for preferential treatment to be given or received, except where such an interest consists exclusively of the ownership of securities in widely held corporations that are quoted and sold on the open market.

2. For an employee or any dependent member of the employee's family to buy or 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 seeking to become a contractor, supplier or customer, except with the knowledge and consent of the Company's senior management.

3. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the Company or any affiliate except with the knowledge and consent of the Company's senior 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 that might be prejudicial to the interests of the Company.

5. For an employee or any dependent member of the employee's family to accept a commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, from any individual or organization doing or seeking to do business with the Company.

I will promptly report to the top management any actual or potential "Conflict of Interest" of which I become aware. I will not engage in any transaction involving a "Conflict of Interest" without the prior written consent of the Company

Name : Venkata Subrahmanyeswara Adithya Dwadasi

Signature: Venkata Subralimanyeswara adithiya Dwadasi

Date: 6/30/2021

ANNEXURE 2

COMPLIANCE TO COMPANY'S CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT TRADING (CODE) BY INSIDERS.

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the Company) internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as UPSI) about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities. As an employee of Wipro you are considered as an Insider and accordingly advised as below:

- Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: <u>policyclearinghouse@wipro.com</u>
- 2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need-to-know basis. Employees are strictly prohibited from the following:
 - 1. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - 2. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - 3. Unauthorized disclosure or communication of UPSI.
 - 4. Procuring any UPSI from others
- 3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
- 4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer Wipro's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to <u>policyclearinghouse@wipro.com</u>.



29 June, 2021

Venkata Subrahmanyeswara Adithya Dwadasi 3130 4th St. Apt# 207 Lubbock, Texas, 79415 United States

Dear Venkata Subrahmanyeswara Adithya,

This is further to our Employment offer dated **<u>29 June, 2021</u>**.

In consideration of your acceptance of employment with Wipro Limited, upon commencement of employment, you will be eligible for a relocation allowance of **US \$ 3500** on production of necessary bills and receipts and subject to our policy on relocation allowances. This allowance can be claimed through our internal self-service portal (my Wipro) through the Cash reimbursements module after you join us. Relocation costs that will be reimbursed are reasonable air fare for self and family, penalties that may be incurred for breaking a lease and reasonable moving costs for household items including a car. This will also include 1 week of hotel accommodation, cost of meals and rental car at new location. Please ensure that a copy of this letter is sent in with the expense claim.

Relocation expenses should be submitted within the same quarter or latest by the first month of subsequent quarter from the expense incurred date to avoid any rejection

Should you choose to leave the services of the company within one year of joining, you will be required to repay any relocation allowance paid to you, on a pro-rated basis. Please note that the above terms & conditions are personal to you and should be considered strictly confidential.

We look forward to having you as a part of Team Wipro.

For WIPRO LIMITED,

Vinay Biradar Senior Manager – U.S. Talent Acquisition

I accept the the above terms and conditions and agree to repay to Wipro a pro rata portion of any relocation allowance paid to me, pro-rated based on my length of service with Wipro, in the event I leave Wipro within 12 months of joining. I further authorize Wipro to deduct the pro-rated amount owed from any salary, vacation pay, incentives, commissions, bonuses, or other compensation payable to me to the fullest extent allowed by law. I agree that if my final paycheck is less than the amount due and owing, that I shall repay Wipro in full within thirty (30) days of the separation date of my employment.

NAME: Venkata Subrahmanyeswara Adithya Dwadasi

SIGNATURE: Venkata Subralimanyeswara aditliya Dwadasi

DATE: 6/30/2021

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