



February 17, 2022

Dear PRASAD ZAWARE,

Sub: Letter of Engagement as Intern

We are pleased to inform you that you have been selected for undergoing Internship in our organization Wipro Limited (Wipro) as Intern under the following terms and conditions:

1. Nature of Engagement

You will be engaged as an **Intern at Wipro**.

2. Duration of training

The duration of **internship** will be from **February 21, 2022 to April 30, 2022**. During this period, Wipro shall evaluate your performance. Unless Wipro extends the period of internship, in writing, solely at its discretion, your internship shall automatically stand terminated at the expiry of the internship period.

3. Verification Report

Your engagement with Wipro will be subject to receipt of satisfactory report with regard to verification of the particulars furnished by you in your application and information given at the time of Interview. If any declaration or information furnished to Wipro proves to be false or if you have wilfully suppressed any material information, in such case, you will be liable to removal from training without any notice.

4. Obligations and Responsibilities

- a. During your internship period, Wipro expects you to undergo training in any department / section in which you are placed with high standard of initiative and efficiency. You shall devote yourself exclusively for undergoing training. You shall not take up any other work for remuneration (part-time or otherwise) or work on advisory capacity or be interested directly or indirectly in any other trade or business (except as share-holder or debenture holder) during the training period without obtaining permission in writing from the appointing authority at Wipro. You will be governed by the service rules / standing orders, policies and regulations as may be promulgated by Wipro from time to time in relation to conduct, discipline and other matters. You will not seek membership of any local or public bodies without first attaining specific permission from the appointing authority at Wipro. 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 training 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/trainees from time to time and you will be required to comply with the same. 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 Wipro and appropriate disciplinary action will be initiated.

- b. During the training period, if you conceive any new or advanced method of improving processes / formulae / systems in relation to the Business or Trade of Wipro, such developments will be fully communicated to Wipro and will be the sole property of Wipro. 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 training. This covenant shall endure during your training and beyond the cessation of your training with Wipro.

- c. During the training period and thereafter, you will not pass onto anyone in writing or by word of mouth or otherwise, particulars or details of work, processes, technical know-how, research carried out, security arrangements, administrative and organization matters of confidential or secret nature, which you may come across during your training period or become known to you by virtue of your undergoing training in Wipro or otherwise.
- d. In connection with your internship and during the term of your internship, 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.

5. Posting

During your training period, you are liable to be transferred or assigned to training in any division / department / establishment or location at which Wipro or its associate companies have their offices or operation and whether at present existing or which may be set up in future at any time and at any place in India, without any increase in stipend. On such posting, you will be governed by the policies, rules and regulations as applicable in that Unit / Branch / Establishment.

6. Travel

You will be required to undertake travel as required by Wipro and you will be paid travel expenses as per Wipro rules.

7. Termination

Notwithstanding any of the clauses of this letter of engagement, Wipro reserves the right in its sole discretion of terminating this agreement during the training period without assigning any reason by giving one week's (7 days) notice or payment of one week's stipend, in lieu of notice.

8. Training Hours and Holidays

As an intern you will be called upon to undergo training during the hours and days as may be fixed by Wipro. Normally all Sundays will be weekly holidays together with all National and Festival Holidays observed by the establishment.

9. After completion / termination of internship

On completion / termination of internship, you will immediately surrender to Wipro all specifications, documents, literature, drawings, records etc. belonging to Wipro or relating to its Businesses and shall not take or retain any copies of the said items.

10. Date of commencement of training

In case the above terms and conditions are acceptable to you, you are required to return the duplicate copy of this letter of engagement within one week, duly signed by you, in token of your acceptance of the offer and report for training on or before the date of commencement of training. While reporting for training, please bring 3 copies of your latest passport size photographs and two copies each of your certificates and testimonials along with the originals. The original certificates will be returned to you after verification.

Yours sincerely,
For Wipro Limited,



Aparna Shailen
General Manager - Human Resources

Endorsement:

1. I accept the terms and conditions stipulated in the above letter of engagement.
2. I shall report for internship on

ANNEXURE I

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

I PRASAD ZAWARE, 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 application for internship including background verification checks;
- c. Internship related actions including record keeping, processing training stipend and any action required in the context of my training 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.

ANNEXURE II

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("**Agreement**") is made on this the [] day of [] between

Wipro Limited, a public limited Company incorporated under the Indian Companies Act, 1913, and existing under the Indian Companies Act, 1956, having its registered office at Dodda Kannelli, Sarjapur Road, Bengaluru 560-035.

And

_____[Name of the Intern], S/o / D/o

Residing at _____

(Hereinafter referred to as "**Intern**" which expression shall mean and include his/her representatives in interest, assurers and guarantors).

WHEREAS:

The Intern has expressed his/her desire to be trained with Wipro for a period of _____ ("**Internship Period**");

Wipro has accepted the Intern's application subject to the Intern adhering to and complying with certain covenants governing his or her movement within Wipro premises, conduct, and other tasks whatsoever which they may be allotted from time;

During the term of the internship, the Intern may have access to certain information which may be proprietary and/or of confidential nature ("**Confidential Information**", as more particularly described below).

NOW THEREFORE in consideration of the Agreement herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

1. For purposes of this Agreement, "**Confidential Information**" means, with respect to Wipro, any and all information in written, representational, electronic, verbal or other form that is disclosed to Intern by Wipro or which Intern becomes aware of in the course of the internship, including without limitation, information relating directly or indirectly to the present or potential business, operation or financial condition, pricing, legal cases pertaining Wipro, marketing plans or strategy, volumes, services rendered, customers' and suppliers' names or lists, any customer information, financial or technical or service matters or data of or relating to Wipro and any information identified as being proprietary and/or confidential and any information which might reasonably be presumed to be proprietary or confidential in nature, excluding any such information which (i) is known to the public (through no act or omission of Intern in violation of this Agreement); (ii) was known to Intern prior to its disclosure under this Agreement; or (iii) is required to be disclosed by governmental or judicial order, in which case Intern shall give Wipro prompt written notice, and use reasonable efforts to ensure that such disclosure is

accorded confidential treatment and also to enable Wipro to seek a protective order or other appropriate remedy.

2. Nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by Wipro on Intern any rights, license or authority in or to the Confidential Information.
3. Intern agrees and undertakes that he/she shall not disclose or make available to any person (including the Institute) reproduce or transmit in any manner, or use (directly or indirectly) for his/her own benefit or the benefit of others, any Confidential Information, including without limitation, the use of the Confidential Information in any thesis or report required to be submitted by Intern under any course. Intern undertakes that he/she will not, without prior written consent of Wipro, use any Confidential Information in any of her future projects or presentations for any person, including the institute, nor shall he/she use any of the Confidential Information in his/her resumes or any application for prospective employment.
4. Intern shall use and/or protect the Confidential Information received by him/her with utmost degree of care and diligence.
5. Intern agrees that upon (i) termination/expiry of Internship Period, or (ii) at any time during its currency, or (iii) on Intern ceasing to be an Intern of Wipro, Intern shall promptly deliver to Wipro the Confidential Information and copies thereof in his/her possession or under his/her direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by him/her or his/her subordinates based on the Confidential Information.
6. Intern acknowledges that the Confidential Information coming to his/her knowledge may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of Wipro or its affiliated companies which could afford third parties certain competitive and strategic advantage. Intern shall ensure that the use of such Confidential Information by the Intern shall not jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of Wipro.
7. Intern acknowledges the quantum of damages and/or losses that Wipro may suffer as a result of the breach of this Agreement by the Intern and therefore, agrees to indemnify and keep indemnified Wipro against all loss or damage, which Wipro may suffer as a result of any such breach.
8. Intern hereby acknowledges and agrees that in the event of a breach or threatened breach by Intern of the provisions of this Agreement, Wipro shall without prejudice to any of its rights under this Agreement or in law have the right to claim damages and shall also be entitled to injunctive relief against such breach or threatened breach by Intern.
9. No failure or delay by Wipro in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.
10. This Agreement will be governed exclusively by the laws of India and, jurisdiction shall be vested exclusively in the courts at Bengaluru. This Agreement shall not be amended, assigned or transferred by either party without obtaining the written consent of Wipro.
11. The obligations of confidentiality shall survive the expiry or termination of the internship. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
12. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year written above.

Yours sincerely,
For Wipro Limited,



Aparna Shailen
General Manager - Human Resources

☒ Accept

☐ Decline

Intern Name: PRASAD ZAWARE

☒ **Signature** PRASAD ZAWARE 17/2/2022 1:55 AM
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro
Limited**

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Sensitivity: Internal & Restricted

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