



ORDER NO. 5500138904

Issued on 4-Jan-2019 IST

Created on 4-Jan-2019 IST by Ajay Melappa ACHIKKA

SUPPLIER:

Connectivity IT Solutions Pvt Ltd
#1877, 3rd floor, 31st cross, 10th
Bengaluru, Karnataka 29
560070
India
Phone: +91 9844912700
Fax: +91 1-

TOTAL AMOUNT
1,593,000.00 INR

STORAGE LOCATION (SHIP TO):

Operations-Region-Bangalore, Good Stock
No.38/5B, Hyland Industrial Estate,
BANGALORE 29
560068
India

BILL TO (PLANT):

Operations-Region-Bangalore, Good Stock
No.38/5B, Hyland Industrial Estate,
BANGALORE 29
560068
India

DELIVERY CONTACT:

Manjunath
Asset Class:

Payment Terms: Net 45 days from receipt of invoice

Validity Start Date: 3-Dec-2018 GMT

Validity End Date: 28-Feb-2019 GMT

Custom PR:

IncoTerms: Door Delivery
VendorCode: 0002034410

Vendor GSTN: 29AAGCC1283L1ZC
Buyer GSTN: 29AAACW0387R2ZI
Requester: Ajay Melappa ACHIKKA
PR No.: PR133650-V4
HSN / SAC Code:
ID: 998517
Name: Co-employment staffing services
Material Code:
ID: 80111701SER001
Name: 80111701SER001
Item Description: Staff recruiting services
Material Group: 80111701
Reference Address for ShipTo:
Sales Order / Contract No.:
Sales Order / Contract Item No.: 0
Confirmation control key:
ERP reference ID:
Local Insurance Vendor:
Vendor Location GSTN: 29AAGCC1283L1ZC

LINE ITEM DETAILS (3 LINE ITEMS)

NO.	DESCRIPTION	PART NUMBER	QTY	NEED BY	UNIT PRICE	DISCOUNT	NET AMOUNT	CHARGES	TAXES	PRICE UNIT QUANTITY	PRICE UNIT	UNIT CONVERSION	PRICING DESCRIPTION	EXTENDED AMOUNT
1	Philips Security deployment		1 each	16- Jan- 2019 IST	1,350,000.00 INR		1,350,000.00 INR		243,000.00 INR	1				1,593,000.00 INR

Full Description: Philips Security deployment

TAX CODE	TAXES	RATE	TAX AMOUNT	AMOUNT
MP	SGST	9.0%	121,500.00 INR	243,000.00 INR
	CGST	9.0%	121,500.00 INR	

Req. Line No.: 1
Service Start Date: 3-Dec-2018 GMT

Service End Date: 28-Feb-2019 GMT
Warranty: NA

NO.	DESCRIPTION	PART NUMBER	QTY	NEED BY	UNIT PRICE	DISCOUNT	NET AMOUNT	CHARGES	TAXES	EXTENDED AMOUNT
2	Phase1: Deployment at COLO-DC		1 each	16-Jan-2019 IST	675,000.00 INR		675,000.00 INR			675,000.00 INR
Full Description: Phase1: Deployment at COLO-DC										
Req. Line No.: 2										
Warranty: 0										

NO.	DESCRIPTION	PART NUMBER	QTY	NEED BY	UNIT PRICE	DISCOUNT	NET AMOUNT	CHARGES	TAXES	EXTENDED AMOUNT
3	Phase2: Deployment at PIC -DC		1 each	16-Jan-2019 IST	675,000.00 INR		675,000.00 INR			675,000.00 INR
Full Description: Phase2: Deployment at PIC -DC										
Req. Line No.: 3										
Warranty: 0										

TOTAL AMOUNT
1,593,000.00 INR

COMMENTS

Ajay Melappa ACHIKKA, 20/12/2018: Phase1: Deployment at Colo DC and PIC DC. Deployment of Firewalls, IPS & Mgmt as defined the SOW section. 2FW / 2NGIPS Management (Ajay Melappa ACHIKKA, 20-Dec-2018 IST)

TERMS AND CONDITIONS OF PURCHASE:

IMPORTANT COMMUNICATION

IF YOU ARE AN INDIA BASED VENDOR, PLEASE NOTE THE FOLLOWING:

- From 1st July'17 GST will be applicable, you are requested to provide your GST registration number via-email to cpo.procurement@wipro.com to enable us to update your Vendor records. Please ignore if you have already provided.
- Please note that in absence of GST registration number, your invoice may not be processed for payments and will be kept on hold GST registration number will be provided.
- For correct assessment of GST please mention clearly HSN (for material) and SAC (for services)
- Please mention Wipro GST # in all your invoices effective 1st July' 2017

With an objective of tracking Invoices from Receipt to Payment, we have created a Centralized team - 'INVOICE RECEIVING STATION'. Please note this communication & submit your invoices (a copy of the invoice in case original is not possible) to Invoice Receiving Station (IRS).

All India based vendors should submit a hard copy of Invoice to the following address(Other than Civil and FMG India Vendors):

INVOICE RECEIVING STATION - IRS

Wipro Limited
EC1, Tower 4, 5th Floor
72, Electronic City
Hosur Main Road
Bangalore – 560100

Apart from above please also email Invoice soft copy to invoice.receipt@wipro.com

Help Desk: wipro.vendorhelpdesk@wipro.com
Toll Free #: 1800 200 3199 (9AM-5.30PM IST)

Note to the India Vendors -

1. Goods or materials to be shipped to “Ship to address/delivery location” as mentioned in the Purchase Order
2. In case of delivery to non-Wipro location, Proof of Delivery (POD) copy should be attached along with invoice at the time of Invoice submission. POD copy should mention receiving person's details viz 'Name', 'Employee No' 'Mobile No' and Wipro Stamp along with signature of the receiving person
3. Requisition for Road Permit need to be given to respective CMF location contact and ship the material along with Road Permit only for acceptance.
4. For compliance forms viz CT3, A1, I, ARE1 form, please contact CMF team at email ID: CMF-COE@wipro.com and Contact No. +91 8861205922.
5. In case of Services or Software, please provide your ST-2 certificate highlighting the nature of services for availing Form A1

Note to vendors operating outside of India

1. For domestic shipment of goods, please share Airway Bill & Packing List along with Invoice to CMF
 2. For export shipment of goods, please share Airway Bill, Packing List along with Invoice copy with the respective Wipro CMF team prior to shipment
 3. Invoice / Packing list should contain the proper description of the items, configuration of items, serial numbers along with other details like number of packages, quantity, weight etc.
 4. Proof of Delivery (POD) copy should be sent to CMF-COE@wipro.com along with Invoice and Airway bill scanned copy
 5. For Ex-Works, FOB terms, consignment to be handed over to Freight Forwarder(s) as appointed by Wipro
 6. For High Sea Sales, respective documents like agreement, invoice, packing list, Bill Of Lading etc. need to be send to respective Wipro CMF team for checking and approval while on shipment sailing.
 7. Please ensure you have furnished No PE declaration, Form 10F and tax residency certificate to clear your invoices. These documents should be given on yearly basis
- THIS IS A COMPUTER GENERATED PURCHASE ORDER AND DOES NOT REQUIRE A SIGNATURE.

LEGAL TERMS AND CONDITIONS OF PURCHASE

WIPRO PURCHASE ORDER STANDARD TERMS & CONDITIONS

This is a Purchase Order between Wipro Limited, hereinafter referred to as 'Wipro' and the vendor/supplier/ contractor/service provider identified on the face of this Purchase Order, hereinafter referred to as 'Seller'. Wipro and Seller explicitly agree that the following standard terms and conditions of contract, including those detailed on the face of this Purchase Order, (collectively referred to as 'the Agreement') shall apply to this Purchase Order.

1. **Order Acceptance:** Seller shall acknowledge in writing all terms and conditions and adhere to the commitment ('Order Acceptance') of the delivery schedule within twenty-four (24) hours from the receipt of Purchase Order. In the event of non-receipt of Order Acceptance by Wipro within the above mentioned period, and/or the Seller fulfills the materials / services listed on this Purchase Order, the Purchase Order shall be deemed to have been accepted in all respects. The Order Acceptance can be via e-mail, post or courier. The Seller shall not alter, amend or delete any of the terms and conditions included within this Order and the Seller expressly agrees that this Order takes precedence over any terms and conditions contained within any Seller quotation, proposal, order acknowledgement and / or other documentation (whether or not such alterations, amendments or deletions or differences materially alter this Purchase Order or not.) No change, modification revision or amendment of this Purchase Order shall be valid unless agreed in writing by an authorized representative of Wipro.
2. **Delivery:** Seller shall deliver the materials / services on or before the due date specified in Purchase Order. In the event of delayed shipment / Delivery beyond 30 days, Wipro reserves the right to cancel the Purchase Order with no liability to the Seller. Furthermore, wipro has the right to claim any damages arising from such delay. Any demurrage due to late receipt of documents will be debited to Seller's account. The Seller shall promptly advise Wipro of any delay in delivery. The Seller's performance shall not be considered to be complete until the materials / services have been accepted by Wipro.
3. **Supply of Spares:** Seller hereby warrants that it shall ensure supply of spares including their equivalents for the main equipment and other accessories under the Purchase Order for a period of fifteen (15) years, unless otherwise specified, from the date of supply of the main equipment. In the event of any proposed discontinuance of manufacture of the spares and/ or their equivalents required for the equipment, Seller shall provide at least twelve (12) months' notice to Wipro to enable to it to place order for life-time spares of the equipment.
4. **Inspection and Conformance:** The materials/services should be strictly in accordance with Wipro's requirements and specifications as in the Purchase Order and accompanying documents, wherever applicable. Any revision or modification thereof must have prior written approval of Wipro. Materials / services not as per Wipro's specifications shall be treated as defective. Seller shall provide complete information of the materials / services being supplied. This shall include information relating to features, platform compatibility and conformance to specifications, changes in product / process definition and cost involved for the additional features. Seller shall provide Certificate of Conformity/ User Manuals / Test Reports and any other documentation as requested by Wipro with the shipment, as required. Seller shall inform Wipro on any non-conformity in the products / services already supplied to Wipro, if noticed after shipment /delivery. In such a case, Seller shall make arrangements for Wipro's approval of such non-conforming products / services, failing which Seller shall provide free replacement(s) or re-perform the services at no cost to Wipro, as the case may be. Wipro reserves the right to inspect the material at any stage of the manufacturing process and / or to review the service being provided and Seller shall allow free access to Wipro, the authorized representatives of Wipro and / or Wipro's customers where the materials / services are direct, and / or representatives of statutory bodies and extend all facilities and assistance in carrying out the inspection / review. No inspection / review made prior to the final acceptance or testing shall relieve the Seller from meeting the requirements of this Purchase Order.

5. Rejections: All rejected/defective materials will be stored at Seller's risk for a period of fifteen (15) days from the date of intimation to Seller by e-mail/fax/telephone/courier/post and Seller shall promptly arrange for the collection and removal of the same at its cost. In case the rejected/defective material is not collected by Seller within this time, Wipro shall be entitled to dispose of them and remit the proceeds therefrom to Seller after retaining any disposal costs, incurred by Wipro, together with freight handling and any other charges that Wipro incurs.

6. Price Confirmation: Seller hereby confirms the prices charged to Wipro are the same or lower than the officially published list price for the materials /services and that such price is no higher than the price charged to any other similarly placed customers of Seller.

7. Payment: Payment will be effected by Wipro only upon receipt and acceptance of the materials/services specified in the Purchase Order and receipt of a valid invoice, including all supporting documentation. Payment terms will be the terms agreed upon on the Purchase order and payment shall be 60days from the receipt of a valid invoice unless otherwise agreed in Purchase Order, subject to acceptance of the materials / services specified in the Purchase Order. Payment is subject to the deduction as per applicable withholding tax. Wipro shall issue a Certificate for the Tax Deducted at Source (TDS) to enable Seller to claim tax exemption.

8. Billing: All invoices shall be forwarded to the correct billing address shown on the face of the Purchase Order, and will also show the correct Purchase Order number. All necessary documentation specified by Wipro must accompany the invoice. Invoices containing the incorrect billing address, not showing the correct Purchase Order number or failing to include the correct supporting documentation will be returned to the Seller unpaid.

9. Taxes and Other Duties: Except as may be otherwise provided in the Purchase Order, the price(s) set forth herein shall be fully inclusive of all statutory taxes and other duties that Wipro is legally liable to pay.

10. Guarantee / Warranty: Materials / equipment / accessories supplied under the Purchase Order shall be guaranteed by Seller against any defect or deficiency in material, design, manufacture or as otherwise detailed within the Purchase Order, for a period sixty (60) months (unless otherwise specified in the Purchase Order) from the date of final acceptance at Wipro's site ('Guarantee Period'). During the Guarantee Period and upon written notice from Wipro indicating the nature of the fault, Seller shall remedy all defects or deficiency in design, material and workmanship that are identified or may arise during normal and proper use of the materials / equipment/ accessories in accordance with Seller's recommendations contained in the operating manual or other documentation that is provided at the time of delivery or as per any agreed specifications included within the Purchase Order. For services performed under this Purchase Order, Seller shall warrant that all services will be performed in strict conformance to the agreed specifications or in a professional, workman like manner of a quality no less than that which is performed by leading professional organizations operating in the industry.

11. Intellectual Property: Seller shall warrant and shall be deemed to have warranted that all materials and services supplied against the Purchase Order are free of infringement of any patent, copyright, design, or trademark or any other intellectual property right (collectively 'IPR'), and shall at all times indemnify Wipro against all claims of IPR infringement, which may be made in respect of the materials and or services supplied. Seller warrants the originality of all hardware or software supplied by Seller. In the event that Wipro suffers any loss, expenses or damage due to a claim or alleged claim of infringement, Seller shall make good such loss Wipro's legal costs of defending such claim.

Each Party owns, and will continue to own all right, title and interest in and to any inventions, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively , 'Retained Rights'). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner. However, if services and or processes are designed and developed exclusively for Wipro, based on Wipro's specifications, then all such deliverables will become the sole property of Wipro and Seller will not use such deliverables for any other purpose. To the extent necessary to vest such sole and exclusive ownership in Wipro, Seller and/or its personnel hereby irrevocably assign to Wipro (and, as applicable, its successors and assigns) any and all rights in and to such proprietary information. Seller hereby grants to Wipro a perpetual, transferable, royalty-free, worldwide sub-license to use any other Seller intellectual property and or materials, which are either incorporated into any deliverable or used on their own by Wipro.

12. Reference Checks: In case of the provision of or the deployment of personnel resources, Seller shall undertake all the necessary reference checks and verify all the relevant personal details of such resources as would normally carried out by leading professional organizations operating in the industry. The Seller shall confirm that such checks and verifications have been completed to the satisfaction of Wipro prior to such resources commencing work under this Purchase Order.

In the event of change of personnel arises the Seller shall provide, similar information in respect of any replacement personnel. Personnel may only be changed or replaced with the prior written approval of Wipro The Seller shall be responsible for all costs associated with any handover or change and shall ensure that the service provided continues uninterrupted.

13. Statutory Compliances: Seller shall provide all necessary documentation / respective government approvals and necessary formalities, including, but not limited, to sealing of containers to ensure that the supply transaction is fully compliant with the law before effecting supply to Wipro. Wipro will neither be responsible nor will entertain any claim on account of Seller's non-adherence to compliance/ documentation/ approvals. Seller shall obtain Wipro's prior written consent for any deviations in this regard. Wipro shall provide reasonable assistance to enable Seller to obtain necessary approvals prior to the shipment if so affected. In the event of provision or deployment of personnel, the Seller shall be responsible for ensuring that the necessary permissions/approvals are obtained from any competent statutory bodies or agencies - for example labor authorities - before accepting the Purchase Order.

"The Supplier shall ensure that the Supplier (including its affiliates/subsidiaries/subcontractors) shall comply with all applicable statutory requirements in connection with this Agreement under various acts read with its corresponding rules, as applicable including but not limited to Employee Provident Fund Miscellaneous Provision Act, Employee State Insurance Act, Payment of Wages Act, The Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, Payment of Bonus Act, Food Safety and Standards Act, 2006 (in case of food vendors), Shops and Commercial Establishment Act, Interstate Migrant Workmen Act, Building and Other Construction Workers Act, The Labour Welfare Fund Act, Employee Compensation Act, The Child Labour Abolition Act etc. and other laws applicable in respect of employee and contractor welfare.

The Supplier shall ensure to file all returns, maintain all registers as required under the applicable law and submit such proofs to Wipro in order to establish their conformance. The Supplier shall also present itself to Wipro or to Wipro authorized auditors for a monthly/quarterly/bi-annual/annual audit as communicated by Wipro. In the event of any non-compliance identified during the audit, Wipro shall notify the Supplier and the Supplier shall rectify such non-compliance to Wipro' satisfaction within 30 days of such notice. Failing such rectification, Wipro reserves the right to: (i) terminate this Agreement with immediate effect; and/or (ii) withhold all payments due to the Supplier under this Agreement. The foregoing is in addition to any other rights Wipro may have under this Agreement, law or equity.

Supplier shall defend, indemnify and hold harmless Wipro, its subsidiaries, affiliates, clients, officers, directors and employees, against any and all liabilities, losses, penalties and expense including court costs and reasonable attorney fees resulting from any breach or non-conformance of this clause and/or any applicable law and/or statutory requirement as stipulated herein.

'Each invoice must be submitted along with copies of relevant proof of compliance with applicable law including without limitation, receipts acknowledging deposits/payments towards provident fund, ESIC and any other reasonable supporting documents required by Wipro.'

14. Non-Disclosure: Seller represents and warrants that it shall follow all policies and procedures that may be specified by Wipro including, but not limited, to security, access and confidentiality policies. Seller further agrees that it will not make use of, disseminate, or in any way disclose any Confidential Information of Wipro to any person, firm or business, except to the extent necessary for any services or discussions with the authorized representatives of Wipro and any purpose Wipro may hereafter authorize in writing. Furthermore, the existence of any business discussions, negotiations or agreements in progress between the parties shall not be released to any form of public media without the written approval of Wipro. Seller agrees that it shall treat all Confidential Information of Wipro with the same degree of care as it accords to its own Confidential Information and represents

that it will exercise reasonable care to protect its own Confidential Information, which includes at a minimum, limiting access of Confidential Information solely to its authorized personnel. Seller shall not publicize, or disclose the presence of this agreement nor use in any manner the name, trade mark or logo of Wipro without the prior written consent of Wipro. The obligations of Confidentiality under this Agreement shall survive the expiry or termination of this Agreement.

15. No Assignment: The Purchase Order shall inure to the benefit of and be binding upon the respective successors and permitted assigns of Wipro and Seller. The Purchase Order shall not be assigned in whole or in part by Seller without prior written consent of Wipro. Wipro shall have the right to assign this Purchase Order upon advance written notice to Seller.

16. Compliance to Anti-bribery Policy: Seller and each of its directors, officers, employees, agents or other representatives represents and warrants that it will not in connection with its obligations under this Purchase Order or any other agreement with Wipro, give, offer, promise to offer, or authorize the offer, directly or indirectly (proxy bribing), anything of value (such as money, shares, goods or service, gifts or entertainment) to government officials, government customers, potential government customers or foreign government officials including officials of any public international organizations or officials of any political party either in India or abroad ('Officials') with an;

- a) Intent to influence any act or decision in his or her capacity.
- b) Induce the official to do or omit to do any act in violation of his or her lawful duty to obtain any improper advantage or
- c) Induce to use such official's influence improperly to affect or influence an act or decision.

Seller understands and acknowledges that any non-adherence to the warranty as stated hereinabove will be violative of the provisions of the U.S. Foreign Corrupt Practices Act, 1977, U.K. Bribery Act 2010 and the Indian Prevention of Corruption Act, 1988 ('Anti-bribery Laws'). In addition, Seller shall promptly report to Wipro of any incident of breach or potential breach of this section. Additionally, Seller shall indemnify, save and hold harmless Wipro, its subsidiaries and affiliates, officers, directors and employees, against any and all losses, penalties and expense including court costs and reasonable attorney fees resulting from any breach of this warranty by Seller. Wipro shall have the right to terminate this Agreement with immediate effect, without any liability whatsoever, if Service Provider is in breach of this warranty.

In connection with the supply of materials and /or services under this Purchase Order neither Seller nor any of its directors, officers, employees, agents or other representatives shall directly or indirectly make or attempt to make any payment, offer or promise to make any payment or take or attempt to make a payment, or provide property or anything else of value, including any commissions, monies, share in profits, loans and or services to any government official, third party, customer, or potential customer or previous customer, firm, entity, individual, and /or organization of Wipro or any third party in seeking or making a favour in the conduct of business activities in violation of any statute or regulation in any country of the world, which has the objective of corruption of any nature whatsoever or in violation of Wipro's Code of Business Conduct or Ethics; a copy of which can be made available upon written request. In addition, Seller shall promptly report to Wipro of any incident of breach or potential breach of this section. For more details, please refer Wipro's Supplier Code of Conduct/Wipro's Code of Business Conduct and Ethics at <http://www.wipro.com/investors/corporate-governance/>

17. Indemnity: Additionally, the Seller shall indemnify, save and hold harmless Wipro, its subsidiaries and affiliates, officers, directors and employees, against any and all losses, penalties and expenses, including court costs and reasonable attorney fees, resulting from any breach of this warranty by the Seller. Wipro shall have the right to terminate this Agreement with immediate effect, without any liability whatsoever, if Seller is in breach of this warranty.

18. Wipro Audit Rights: Wipro shall have the right to audit Seller's compliance with the provisions of this Section during normal business hours and upon giving reasonable notice to Seller. During the term of the Agreement and for a period of 18 months thereafter, Wipro and its agents, auditors (internal and external), regulators and other representatives will have the right to inspect, examine and audit the systems, books and records (including supporting documents and in whatever form the books, records and supporting documentation may be kept, written, electronic or other), data, practices and procedures of the Seller, that are used in connection with this Agreement for any of the following purposes:

- a) to verify the accuracy of seller's invoices;
- b) to verify the integrity of wipro data and compliance with the anti-corruption, data privacy, data protection, confidentiality and security requirements of the agreement; and
- c) to verify the seller's compliance with other provisions of the Agreement.

Seller will cooperate fully with the audits and provide such assistance as the auditors may reasonably request.

19. Audit Follow-up: Following an audit, Wipro may provide with a written report summarizing the audit's findings. Within 30 days after receiving a report from Wipro containing the audit findings, Seller will meet with Wipro to jointly develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.

20. Records: In support of Wipro's audit rights, Seller will maintain (i) financial records relating to the Agreement in accordance with applicable legal requirements, (ii) records substantiating Seller's invoices, (iii) records pertaining to Seller's compliance with the laws, and (iv) such other operational records pertaining to the Agreement as Seller keeps in the ordinary course of its business and in the provision of services or materials to Wipro. Seller will retain such records for the longer of two years after the expiration or termination of the Agreement or as otherwise required by applicable law. Seller will make such records available to Wipro and its auditors, agents and representatives for examination and copying upon request at Seller's offices or place of business (or if such records are not available at Seller's office or place of business, then at another location convenient to Wipro and without undue delay.)

21. Liquidation: In the event Seller dissolves or goes into bankruptcy or causes to be wound up except for reconstruction purposes or carries on its business under a Receiver, the representatives of or any receiver or liquidator or any person in whom the contract may be vested shall forthwith issue notice thereof in writing to Wipro and shall remain liable for the successful performance of the Agreement and nothing aforesaid shall be deemed to relieve Seller or its successor of its obligations under the Purchase Order under any circumstances.

22. Imports: If any of the products are imported into any other country by the Seller, Seller will be responsible for all legal, regulatory and administrative requirements associated with any importation and the payment of all associated duties, taxes and fees. If Wipro is the Importer of Record, Seller will be responsible for supplying information to facilitate the import, which includes a proper Commercial invoice with (i) ship to bill to information; (ii) bill from information; (iii) description of goods; (iv) classification of goods; (v) Country of Origin of goods; (vi) fair market value of goods; and (vii) weights and dimensions of goods.

23. Insurance: Seller will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Wipro in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Seller further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Seller in the jurisdiction or jurisdictions in which Seller's operations take place.

24. Termination:

a) Termination for Convenience: Wipro may terminate this agreement in whole or in part, with or without cause at any time by providing thirty (30) days' written notice to Seller or as otherwise specified within the Purchase Order. If a Purchase Order is so terminated Wipro shall make payment to Seller only for that portion of any Purchase Order actually delivered and accepted prior to the date of termination. Under no circumstances shall Wipro be liable for other damages whatsoever, including loss of profit or anticipated profit due on account of such termination. Notwithstanding any partial termination of any Purchase Order, Seller shall continue to perform and complete those parts of any Purchase Order not so terminated.

b) Termination for Default: Wipro may, by written notice of default to Seller, terminate the whole or any part of any Purchase Order in any one of the following circumstances:

- i) Seller fails to make delivery of the materials or to perform the services within the time specified herein or any extension thereof ;or
- ii) Seller fails to perform any of the other provisions of the Purchase Order or so fails to make progress as to endanger performance of the Purchase Order in accordance with its terms, and does not cure such failure within a period of ten (10) days (or such longer period as Wipro may authorize in writing) after receipt of notice from the wipro specifying such failure;
- iii) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or
- iv) Seller fails to provide Wipro adequate assurance of due performance by Seller.

c) Blacklisted or Suspended by Public Financial Institution (Embargo Listing):

'In the event, the Company becomes aware of (i) any suspension or blacklisting orders passed; and/or (ii) any penalties levied, against the vendor by a Public Financial Institution, a globally recognized commercial body or other similar institution or agency or a government/regulatory body in any country for any reason whatsoever, then, the Company shall have the right to take appropriate action against the vendor including without limitation issuing show cause notice or forthwith terminating the PO or all/ any contracts with the vendor. The vendor agrees to cooperate with the Company in all investigations that the Company undertakes and/or provide the Company with all documents reasonably required by the Company, in this respect.'

If any Purchase Order is so terminated, Wipro may procure or otherwise obtain, upon such terms and in such manner as Wipro may deem appropriate, materials and / or services similar to those terminated. Seller, subject to the exceptions set forth below, shall be liable to Wipro for any additional costs of incurred in procuring such similar materials and / or services.

Seller shall transfer title and deliver to Wipro, in the manner and to the extent requested in writing by Wipro at or after termination, such complete articles partially completed articles, property, materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights as Seller has produced or acquired for the performance of the terminated part of any Purchase Order and Wipro will pay Seller the contract price for completed articles to and accepted by Wipro and the fair value of the other property of Seller so requested and delivered.

Seller shall continue performance of the Purchase Orders to the extent not terminated. Wipro shall have no obligations to Seller in respect to the terminated part of any Purchase Order except as provided herein.

d) Termination(Compliance)

i) In the event this Agreement is terminated for any reason whatsoever, the Supplier shall provide (i) necessary documents and proofs in respect of its compliance with applicable laws; (ii) a declaration signed by its Compliance Officer or the General Counsel confirming its compliance with applicable laws. Upon receipt of the declaration and other relevant documents to the reasonable satisfaction of Wipro, Wipro will process the invoice and release payment upon receipt of a no due certificate from the Supplier;

ii) Provided that in the event the Supplier is unable to provide proof of its compliance and/or declaration as required hereunder, it shall immediately take steps to comply with the required applicable law and shall furnish proof of compliance to Wipro as soon as possible. Without prejudice to other rights, Wipro may choose (but not be obligated) to make any payments/ deposits on behalf of the Supplier to the concerned government/ quasi government body, in order or the Supplier to be compliant with laws in respect of Supplier personnel deployed with Wipro and/or its customers;

iii) It is clarified that Wipro's obligation to make payments shall arise only after receiving proof of compliance to the reasonable satisfaction of Wipro and upon receipt of the No Due certificate in accordance with this clause.

25. Force Majeure: No failure or omission by Seller or Wipro to carry out or observe any of the conditions or obligations to be performed hereunder shall, except as expressly agreed to the contrary herein, give rise to any claim against the other party or be deemed to be in breach of this Agreement if such a failure or omission arises from a cause reasonably beyond the control of the party claiming a ForceMajeure event or Force Majeure.

26. Limitation of Liability: Notwithstanding anything to the contrary, the total liability of Wipro under the Purchase Order shall not exceed the total amount paid to Seller for materials / services under the Purchase Order under which the liability arises. Neither party shall have any liability whatsoever of any nature, for indirect, consequential, punitive or speculative damages including, but not limited, to loss of profits, revenue, reputation or goodwill.

27. Social Responsibility and Protection of Environment: Seller shall comply with the applicable statutory provisions governing the treatment of employees, environmental protection, health and safety at work, to work on reducing the adverse effects of its activities on human beings and the environment. In this regard, Supplier shall set-up and further develops a management system in accordance with the standards specified in ISO 14001 to its fullest ability. Specifically, for ICT hardware, we encourage products and models which meet Wipro's green criteria based on IEEE 1680 (also called as EPEAT) requirements.

28. Severability: In the event of any of these terms, conditions or provisions hereof is held to be invalid, unlawful or unenforceable such term, condition or provision shall, to that extent, be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law and both parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalidated provision.

29. Notices: All notices, requests and other communications under the Purchase Order must be in writing by registered post or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given three (3) business days after it was mailed, as evidenced by the post mark. If delivered by hand, any such notice will be considered to have been given when received by the party to whom the notice is given, as evidenced by the written and dated receipt of the receiving party. The mailing address for notice to either party will be the address as given in the front sheet of the Purchase Order. Either party may change its mailing address by written notice to the other party.

30. Governing Law and Dispute Resolution: The Governing law of the contract will be the laws of India. All disputes, differences of opinion and controversies arising between the Parties out of this PO shall be resolved amicably, failing which they shall be finally settled by a sole arbitrator mutually appointed by the Parties herein. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof for the time being in force. The award of the arbitrator shall be a reasoned award and shall be final and binding on the Parties. The arbitration proceedings shall be conducted at a mutually decided venue at Bangalore and the award shall be rendered in English Language. During the pendency of any arbitration proceedings, the Parties shall continue to perform their respective obligation under this PO. Attorneys' fees will be borne by the respective parties thereto. The costs of arbitration will be borne equally by the parties. Notwithstanding the foregoing, the parties will be free to pursue injunctive relief and restraining orders relating to the parties' proprietary rights and confidentiality obligations as stated above in the competent Courts. Judgment on any arbitration award may be entered in any court having proper jurisdiction. Each party will promptly pay its share of all arbitration fees and costs (provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator). If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other). The governing law of the contract will be the laws of India and courts at Bangalore shall have exclusive jurisdiction.

31. Non Solicitation: Seller will not, during the term of this Purchase Order and for a period of one (1) year thereafter, either directly or indirectly, solicit, recruit, employ or hire the employees of Wipro.

32. Binding Terms and Conditions: The above terms and conditions are binding upon parties on all transactions regarding the subject matter hereof and shall supersede all prior correspondences unless there is a valid agreement in

place between the Parties and said agreement is referenced on the face of this Purchase Order. Parties may, however, modify the above terms in the respective Purchase Order by the mutual written agreement of the authorized representatives of Wipro and Seller.

33. Data Protection: Service Provider shall be held liable for loss of data caused to Wipro arising out of Service Provider services under the PO.

34. Survival Clause: The sections pertaining to Liability, Indemnity, warranty and any other sections which by its nature survive shall survive upon termination of the PO.

You are encouraged to raise any concern on procurement or business relationship with Wipro, (concerns that you believe cannot be resolved satisfactorily through normal business channels), with our Corporate Ombudsperson at ombuds.person@wipro.com or through our website <http://www.wipro.com/investors/Pages/corporate-governance.aspx>.