

Global Procurement Organization  
**Common Instructions & Legal Terms &  
Conditions Attached to the Purchase Order**

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Global Procurement Organisation, Wipro Limited



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#### Common Instruction

## Common instructions – Applicable to all geographies

Goods or services should be shipped/rendered to the “**Ship to address/delivery location**” as mentioned in the Wipro Purchase Order (herein after referred as **PO**).

Invoice must reference the Legal Entity (Bill to Wipro Entity) and address (Bill to address) as mentioned in the PO/Contract.

Include PO number and/or Contract number accurately in your invoice to ensure timely processing of payment.

Invoice **should not be** raised without adequate Value/Quantity in PO.

Detailed description of goods & services, rate of tax, PO/Contract number, line item and currency on invoice must match with PO / Contract.

**Proof of Delivery (POD)** should be submitted along with invoice for payment. POD should mention receiving person's details viz 'Name', 'Email ID', 'Location' and Wipro Stamp along with signature of the receiving person. For Non-Wipro location, POD should mention receiving person's details viz 'Name', 'Email ID', 'Location' along with signature of the receiving person authorised by Wipro. All license /subscription should be delivered to [csld@wipro.com](mailto:csld@wipro.com) with proof of entitlement letter through email.

In case of submission of non-English invoice, ensure to submit the English translation of the invoice along with the non-English invoice (non-English invoice as well as English translated version of invoice in the same mail).

Suppliers can login to the Wipro Ariba portal for any change such as address, contact information, bank details modifications. It helps supplier to self-administer the master data and that will be refreshed in Wipro system automatically. Supplier can register in Ariba Portal if they have not done earlier. For **additional assistance or information** reach out to [wivscm.vendormaster@wipro.com](mailto:wivscm.vendormaster@wipro.com)

In case of Time and Material engagement PO, Supplier must provide resource wise timesheets along with Project Manager Sign off for validation and processing of invoices.

For any queries please reach out to Help Desk email IDs mentioned below -

- Business partners in Europe - [europesupport.cpo@wipro.com](mailto:europesupport.cpo@wipro.com)
- Business partners in LATAM - [latamsupport.cpo@wipro.com](mailto:latamsupport.cpo@wipro.com)
- Business partners in all other regions - [vendorhelpdesk.wipro@wipro.com](mailto:vendorhelpdesk.wipro@wipro.com)
- For escalations please write to - [escalation.cpo@wipro.com](mailto:escalation.cpo@wipro.com)
- For any unresolved issues or grievances kindly contact CPO-Governance Desk at - [vendordispute.resolution@wipro.com](mailto:vendordispute.resolution@wipro.com)

## For India Suppliers

Detailed description of goods & services along with HSN/SAC code, rate of tax, PO/Contract number, line item and currency on invoice must match with PO / Contract. Invoices should be raised with current dates mentioning Wipro GST# on the invoice. Any deviations would lead to rejections of Invoice.

Any changes/amendments if required in PO (including GST Number & Bill To / Ship to Location, etc.) should be brought to notice of Wipro Procurement SPOC within 24 hrs of receipt of PO.

All Services invoices to be raised after Project Manager sign-off. All manpower invoices to be submitted along with statutory payment receipts like PF etc.

If the material is not delivered as per stated delivery date in the PO, then Liquidity Damages will be applicable 2% per week to a maximum of 10% of PO/contract value or as agreed between parties and explicitly mentioned in the PO Terms (Comments) Section.

Warranty certificate of OEM should accompany along with the Product invoice at the time of submission.

AMC/ATS invoice to be raised only after the start of the support period.

**MSME Supplier:** In case if your status has been changed from Non MSME to MSME (Micro, Small & Medium Enterprises), requesting you to please inform us in prior with valid Udayam registration certificate to enable MSME status in system so that payment could be released within MSME norms.

**E- Invoice:** As part of E-Invoice applicability in India, requesting you to please submit QR coded E- Invoices at the time of payment.

**Goods & Services Tax:** Supplier to file the GST returns with appropriate authorities within the prescribed timelines under the GST law along with the relevant details, enabling Wipro to avail credit of GST. In case of any default, supplier shall be liable to refund GST along with interest & penalty, if any. For any kind of assistance, please reach out to [gst.reco.ext@wipro.com](mailto:gst.reco.ext@wipro.com)



Common Instruction



Legal Terms & Conditions

## Service Invoice – SEZ endorsement

Most of the Wipro offices across India are situated in SEZ locations and our Central Materials Function (CMF) supports the suppliers of such locations with endorsements of their service invoices, from the respective SEZ offices.

Service invoices to SEZ locations to be submitted within 7 working days from the date of invoice generation in order to receive timely endorsements from the respective SEZ offices.

### Important points to note:

- Invoices must be raised in compliance to the GST rules complying Tax point date.
- All invoices for SEZ locations should be submitted within 07 days from the date of invoicing.
- Services period to be mentioned on the invoice along with SAC Code.
- Services provided should be as per the authorized service list.

Reach out to the Central Material Function (CMF) team members for further assistance on service invoice SEZ endorsement.

Location	SPOC	Email ID
Bangalore & Mysore	Manjunath K	<a href="mailto:manjunath.k90@wipro.com">manjunath.k90@wipro.com</a>
Pune & Mumbai	Prasad Vasantrao Bangude	<a href="mailto:prasad.bangude@wipro.com">prasad.bangude@wipro.com</a>
NCR & Jaipur	Rajkumar Singh	<a href="mailto:raj.singh7@wipro.com">raj.singh7@wipro.com</a>
Chennai, Cochin & Coimbatore	Raja K	<a href="mailto:raja.k09@wipro.com">raja.k09@wipro.com</a>
Kolkata	Sushavan Sarkar	<a href="mailto:sushavan.sarkar1@wipro.com">sushavan.sarkar1@wipro.com</a>
Hyderabad, Bhubaneswar & Vizag	Sagar Pattnaik	<a href="mailto:sagar.pattnaik2@wipro.com">sagar.pattnaik2@wipro.com</a>

## For International Suppliers (Supplying to India)

Proforma Invoice (PI) along with Technical Write-up/Brochures to be shared within 24 hours of receipt of Wipro PO with CMF (refer CMF location matrix mentioned below)/ CPO Buyer/ Delivery Enablement Teams. Shipment to be made post getting PI confirmation from CMF team.

Pre-alert along with the shipment documents (Commercial Invoice/Packing List/Airway Bill/Bill of lading/ Certificate of Origin (COO), etc.,) in line with CMF approved PI should be shared to CMF ID 72 hours prior to landing of the shipment.

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, HSN/SAC/Import Export code (IEC)& GSTN etc.

For Ex-Works, FOB terms, consignment to be handed over to Wipro Nominated Freight Forwarder(s).

Suppliers to ensure submission of valid Form 10F & tax residency certificate (TRC) on a yearly basis. Also, supplier to submit a 'No PE declaration at least once in 2 years.

### CMF Location Matrix

For PI verifications, please reach out to Sudharsan Kanagaraj [sudharsan.k76@wipro.com](mailto:sudharsan.k76@wipro.com)

### Current Contact details.

Location	SPOC	Email ID
Bangalore & Mysore	Manjunath K	<a href="mailto:manjunath.k90@wipro.com">manjunath.k90@wipro.com</a>
Pune & Mumbai	Prasad Vasantrao Bangude	<a href="mailto:prasad.bangude@wipro.com">prasad.bangude@wipro.com</a>
NCR & Jaipur	Rajkumar Singh	<a href="mailto:raj.singh7@wipro.com">raj.singh7@wipro.com</a>
Hyderabad	Sagar Pattnaik	<a href="mailto:sagar.pattnaik2@wipro.com">sagar.pattnaik2@wipro.com</a>
Chennai, Cochin & Coimbatore	Raja K	<a href="mailto:raja.k09@wipro.com">raja.k09@wipro.com</a>
Kolkata	Sushavan Sarkar	<a href="mailto:sushavan.sarkar1@wipro.com">sushavan.sarkar1@wipro.com</a>
Bhubaneswar & Vizag	Sagar Pattnaik	<a href="mailto:sagar.pattnaik2@wipro.com">sagar.pattnaik2@wipro.com</a>

## Additional terms for suppliers billing to Wipro Arabia Limited

**Wipro Arabia Limited** has been registered with Kingdom of Saudi Arabia General Authority of Zakat & Tax ("GAZT") for **Value Added Tax vide Registration Number 300443261300003**.

Suppliers mandatorily need to mention the VAT details including - VAT applicable, your VAT Nos. along with Wipro's VAT Nos. on all Quotations and Invoices sent to us.

**Tax invoices should be bilingual in Arabic and English.**

Invoice issue date and date of supply (if different) needs to be captured Unique Invoice number and no duplicates is allowed. Sequential Invoice number to identify the document.

Registered Supplier's Name, address and Tax identification number as per the tax registration certificate to be mentioned in the Invoice and its mandatory.

Wipro Arabia Limited's name, address and Tax identification number to be mentioned in the invoice. Invoice must reference the correct Bill to Entity with address as mentioned in the Wipro Purchase order.

The unit price should be exclusive of VAT. Invoice should have clear bifurcation of base value, VAT and Total Value. Tax value should also be mentioned in local currency.

Bank Account details to be mentioned on the invoice.

Explanation of any discount/rebates not included in unit price but provided after total price.

Explanation of any rate where a zero-rate, exemption or margin scheme is used to calculate VAT.

With Holding Tax amount Deduction are applicable as per the Land law, in case of the Service are availed from foreign Country to the resource Country.

## Additional terms for suppliers billing to Wipro Limited, UAE

The supply of goods and services made on or after 1 January 2018 will be subject to VAT unless specifically treated as tax-exempt or zero-rated under the scope of the VAT Law.

We would like to take this opportunity to remind you that complying with the laws of the UAE, including to the VAT law, is mandatory and **Wipro Limited, UAE Branch** has been registered for **Value Added Tax vide Registration number 100026525400003**.

Effective 1st January, 2018 you would mandatorily need to mention the VAT details including - VAT applicable, your VAT Nos. along with Wipro's VAT Nos. on all Quotations and Invoices sent to us.

Duplicates will not be entertained. Every Invoice submitted should have an unique invoice number.

Registered Supplier name, address and Tax identification number as per the tax registration certificate to be mentioned in the Invoice.

Wipro Limited, UAE's name, address and Tax identification number to be mentioned in the invoice. Invoice must reference the correct Bill to Entity with address as mentioned in the Wipro PO.

The unit price should be exclusive of VAT. Invoice should have clear bifurcation of base value, VAT and Total Value.

VAT percentage, VAT value should be clearly mentioned separately and in local currency (AED).

Bank Account details to be mentioned on the invoice.

Explanation of any discounts/rebates not included in unit price but provided after total price.

With Holding Tax Amount Deduction are applicable as per the land law, in case of the Service are availed from foreign Country to the resource Country.

Supplier to Furnish valid No PE declaration, Form 10F and tax residency certificate to clear invoices.

## **Additional terms for suppliers billing to Wipro Bahrain Co. SPC**

**Wipro Bahrain Limited Co.SPC** has been registered for Value Added Tax vide Registration number **200012000200002**.

You would mandatorily need to mention the VAT details including – VAT applicable, your VAT Nos. along with Wipro's VAT Nos. on all Quotations and Invoices sent to us.

Duplicates will not be entertained. Every Invoice submitted should have an unique invoice number.

Supplier's official Name, address and Tax identification number as per the tax registration certificate to be mentioned in the Invoice.

Wipro Bahrain Limited Co. SPC's name, address and Tax identification number to be mentioned in the invoice. Invoice must reference the correct Bill to Entity with address as mentioned in the Wipro PO.

Bank Account details to be mentioned on the invoice.

With Holding Tax Amount Deduction are applicable as per the land law, in case of the Service are availed from foreign Country to the resource Country.

## Invoice Submission Process

### Procedures for Suppliers falling under specific categories

Sr.No.	Suppliers By Country	Services / Supplies to	Invoice to Email ID / Location	Check List
i )	India	All services & supplies	Hard Copy in Original to  INVOICE RECEIVING STATION – IRS  Wipro Limited EC1, Tower 4, # 72, Electronic City Hosur Main Road Bangalore – 560100	If Supplier doesn't have Digitally signed invoice.
ii )	India	Other than CIVIL/FMG	<a href="mailto:invoice.receipt@wipro.com">invoice.receipt@wipro.com</a>	Digitally signed invoice in English Language.
iii )	India & suppliers based in India	CIVIL/FMG	<a href="mailto:irtgroup.fmg@wipro.com">irtgroup.fmg@wipro.com</a>	Digitally signed invoice including supporting document and Hardcopy wherever applicable.
i )	For all countries excluding India	All Services	<a href="mailto:foreign.invoice@wipro.com">foreign.invoice@wipro.com</a>	Soft copy of invoice in Foreign Language as well as English  Translated version in the same mail.  To submit invoices in another language, email an electronic copy to <a href="mailto:foreign.invoice@wipro.com">foreign.invoice@wipro.com</a> with the English name of the language in the subject line of the email so we can route it to the correct team.  For example, if you are submitting an invoice in German, begin the subject line with "German Invoice".  Taiwan : Invoices should be generated and submitted in the local language. You can include the English Version of the same and mention as Duplicate.

### Procedure for suppliers, not covered in categories mentioned above, submitting invoices to Wipro Branch offices or Wipro entities outside India

Sr.No.	Wipro Entities	Invoice to Email ID / Location	Prerequisite
ii )	China - Chengdu	Send Hard Copy to Billing address specified in the Purchase Order. Contact person - Yoyo Wu <a href="mailto:prem.salla@wipro.com">prem.salla@wipro.com</a>	Hard Invoice copy in original including supporting documents mandatory Soft Invoice copy.



iii )	China - Shanghai	<a href="mailto:linjing.han@wipro.com">linjing.han@wipro.com</a>	Soft invoice copy
iv )	China - Dalian	Send Hard Copy to Billing address specified in the Purchase Order. Contact person - Sunny Zhao/Kelly, <a href="mailto:xiaolin.chen@wipro.com">xiaolin.chen@wipro.com</a>	Hard Invoice copy in original including supporting documents mandatory
v )	Russia	Send Hard Copy to Billing address specified in the Purchase Order. Contact person - Mr. Gregoriy/Walter <a href="mailto:g.palagin@lowlands.ru">g.palagin@lowlands.ru</a> / <a href="mailto:moscow@lowlands.ru">moscow@lowlands.ru</a>	
vi)	Japan Wipro Limited- Branch office	Send Hard Copy to Billing address specified in the Purchase Order. Contact person Emi Saito <a href="mailto:emi.saito@wipro.com">emi.saito@wipro.com</a>	
vii)	Wipro (Thailand) Co Ltd	Send Hard Copy to Billing address specified in the Purchase Order. <a href="mailto:wannapa.promdee1@wipro.com">wannapa.promdee1@wipro.com</a>	
viii)	Germany - Wipro Technologies GmbH	<a href="mailto:wividus-romania-bpo@wipro.com">wividus-romania-bpo@wipro.com</a>	Soft Invoice Copy
ix)	Wipro Portugal SAs	<a href="mailto:apfss.portugal@wipro.com">apfss.portugal@wipro.com</a>	
x)	Romania -S.C. WIPRO IT SERVICES S.R.L. &	<a href="mailto:fss.romania@wipro.com">fss.romania@wipro.com</a>	
xi)	Brazil – Curitiba , Sao Paulo	<a href="mailto:invoice.receiptlatam@wipro.com">invoice.receiptlatam@wipro.com</a>	
xii)	Mexico - Wipro Technologies SA de		
xiii)	Argentina - Wipro Technologies S.A.		
xiv)	Wipro Technology Chile		
xv)	Wipro Technologies Peru		
xvi)	Costa Rica - Wipro Technologies W.T		
xvii)	Philippines – CEBU	Panagdait Road, Kasambagan, Cebu City 6000 Contact # -(032) 2301000	Hard Invoice copy in original including supporting documents mandatory. Under Bureau of Internal Revenue Revenue Regulations RR 17-2013 and RR 05-2014, all books, registers, records, vouchers and other supporting papers and documents prescribed by the BIR must be kept by a business for a period of 10 years.
xvii)	Philippines - Manila	WIPRO PHILIPPINES INC MANILA INVOICE RECEIVING STATIONFSS, 5F CYBER-POD 1 ETON CENTRIS, COR EDSA and Quezon Avenue, Brgy. Pinyahan, Quezon City, Fourth District, 1100,	



## Legal Terms & Conditions

## Legal Terms & Conditions

### **The Purchase Order is a Computer Generated Document and does not require a Signature.**

The Purchase Order between Wipro Limited, hereinafter referred to as 'Wipro' and the Supplier/supplier/contractor/service provider identified on the face of the 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 the Purchase Order, (collectively referred to as '**Agreement** ') shall apply to the 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 the 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 the 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 the Order and the Seller expressly agrees that the 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 the Purchase Order or not). No change, modification revision or amendment of the 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 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 the 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. Wipro will not be liable and shall have no obligation to make payment, if invoices are submitted beyond ninety days from the date on which Wipro accepted the services/ product. For sake of clarity, If any invoice is submitted beyond ninety days from the date on which Wipro accepted the services/product, such invoices shall be rejected by Wipro and Wipro shall have no obligation to make such payment. Payment terms will be the terms agreed upon on 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 the 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 be 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 the Purchase Order. In the event of change of personnel arising 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 Suppliers), 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/biannual/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's 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. "Confidential Information" shall include but not be limited to: techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, pricing, methods of operations, procedures, products and/or services. 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 the 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 the 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:

- Intent to influence any act or decision in his or her capacity.
- 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
- 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 the 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 and Wipro's Code of Business Conduct and Ethics at: <https://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:

- to verify the accuracy of seller's invoices;
- 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
- 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. |
| (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:**

- **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.
- **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.
- **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 Supplier 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 Supplier including without limitation issuing show cause notice or forthwith terminating the PO or all/ any contracts with the Supplier. The Supplier 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.

- Termination (Compliance)

- i. In the event this Agreement is terminated for any reason whatsoever, the Supplier shall provide
  - necessary documents and proofs in respect of its compliance with applicable laws;
  - 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 Force Majeure event or Force Majeure. similar operations to Seller in the jurisdiction or jurisdictions in which Seller's operations take place.

**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 the 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 the PO. Attorneys' fees will be borne by the respective parties thereto. The costs of arbitration will be borne equally by the parties. Notwithstanding the forgoing, 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 the 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 the 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. Interpretation:** The Parties, hereby, acknowledge and agree that in the event of any conflict between the terms and conditions of this Purchase Order ("PO") and Supplier/Supplier/Service Provider's Order Form or any substantially similar document of the Supplier/Supplier/Service Provider\* ("OF"), the terms and conditions of this PO shall supersede the terms and conditions mentioned on the OF. Further, in the event of any conflict between terms and conditions of the PO, OF and Master Service Agreement\*\* ("MSA") executed between the Parties, the terms and conditions of the MSA shall supersede any or all executed OF's and/or PO's and/or any substantially similar document of the Supplier/Supplier/Service Provider unless the Parties have obtained the express written consent of authorized signatories of each Party to deviate from the terms and conditions of the MSA for a particular PO, OF and/or any substantially similar document of Wipro and/or Supplier/Supplier/Service Provider.

\* if agreed to be executed by the Parties, irrespective of Parties executing this PO.

\*\* including any other type of framework agreement/contract governing the sale of any product or provision of any services.

**34. Data Protection:** Refer 'Annexure 1' for detailed Data Privacy Compliance provisions. Service Provider shall be held liable for loss of data caused to Wipro arising out of Service Provider services under the PO.

**35. 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](mailto:ombuds.person@wipro.com) or through our website - <https://wipro.i-sight.com/landing-page>

## Annexure 1: Data Privacy Compliance

We are aware and we agree that in the course of performing our obligation under the relevant contract/agreement/purchase order/service order or any document ("Agreement") pursuant to us delivering any goods and/or services to Wipro, may have access to and process Personal Data ("Personal Data" shall mean any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person) relating to Wipro (including its employees, applicants, customers, etc.) and/or other third parties ("Wipro Personal Data").

"Process", "Processing" or "Processed" means any operation or set of operations which is performed upon Wipro Personal Data whether or not by automatic means, including, without limitation, accessing, collecting, recording, organizing, retaining, storing, adapting or altering, retrieving, consulting, using, disclosing, making available, aligning, combining, blocking, erasing and destroying personal data and any equivalent definitions in applicable Data Protection Laws to the extent that such definitions should exceed this definition;

"Data Protection Laws" means all applicable laws ("laws, rules, regulations, regulatory guidance, regulatory requirements, legislation, resolution, policy, guideline from time to time having the force of law and related to the provision, receipt or use of the goods and/or services and shall include data privacy/protection laws") related or associated to Wipro or us pertaining to privacy, confidentiality or secrecy and protection of Wipro Personal Data. We agree that Wipro is subject to laws and regulations of jurisdictions, which impose strict obligations relating to the protection of Wipro Personal Data. As part of our obligations, we declare and agree to comply (including its personnel compliance) with the requirements set out herein relating to Processing of Wipro Personal Data on behalf of Wipro. We represent and warrant that:

- a. We shall Process Wipro Personal Data in compliance with all applicable Data Protection Laws;
- b. We shall not be entitled to use or otherwise Process any Wipro's confidential information and/or Wipro Personal Data for any purpose other than to provide the goods and/or services and to perform our other obligations under the Agreement;
- c. We shall only Process Wipro Personal Data in compliance with and in accordance with Wipro's instructions and the terms of the Agreement;
- d. We shall duly notify Wipro if, in our opinion, Wipro's instructions may be in breach of Data Protection Laws;
- e. We shall provide assistance to Wipro for responding to requests from individuals exercising their rights under the Data Protection Laws. We will immediately inform Wipro of our receipt of any such request;
- f. We shall comply with any instructions given by Wipro in connection with the requirements of any Data Protection Laws which relate to the jurisdiction(s) from which and for which the relevant obligations of our/us under the Agreement are to be performed (including providing reasonable assistance to Wipro to conduct privacy impact assessments (and any related consultations) where required under Data Protection Laws);
- g. We shall not disclose or provide access to Wipro Personal Data without the written consent of Wipro apart from for the purposes of fulfilling its obligations under the Agreement;

- h. Where we receive a request from a juridical or government authority regarding access to Wipro Personal Data, we will immediately notify Wipro unless such notification is prohibited by law and in the event such disclosure is required, take reasonable measures to ensure that only Wipro Personal Data as relevant to the request is shared across.
- i. We shall ensure that all reasonable steps are taken to ensure the reliability of the our personnel that will have access to and/or Process Wipro Personal Data (including but not limited to, in particular, performing appropriate background screening checks, staff training and disciplinary measures in case of non-compliance) and limit such Processing to those personnel of ours who have a need to know or access Wipro Personal Data for the purposes of providing services under or in relation to this Agreement;
- j. We shall ensure any of the our personnel or any other person acting under our supervision who access and/or Processes Wipro Personal Data are aware of their obligation not to Process Wipro Personal Data except in performing their duties pursuant to the Agreement and any applicable Data Protection Laws;
- k. We shall separate Wipro Personal Data held and Processed pursuant to this Agreement from our own data and from any data of our other clients;
- l. We shall destroy and/or return Wipro Personal Data immediately upon expiry/termination of this Agreement, or earlier if the purpose for which such Wipro Personal Data is required has been fulfilled. It is clarified that Wipro may require us to delete, amend, modify or otherwise dispose Wipro Personal Data at any time during the term of the Agreement.
- m. We shall support Wipro to comply with its own data security obligations under Data Protection Laws.
- n. We shall not without Wipro's prior written consent or written instructions transfer Wipro Personal Data out of any country or territory or remotely access Wipro Personal Data from outside any country or territory. However, if permitted by Wipro pursuant to this paragraph, we shall be subject to an added security and legal and compliance review by Wipro and such additional restrictions or terms that Wipro may reasonably require.

Where we process any EU/EEA or UK data, we shall not without Wipro's prior written consent or written instructions transfer Wipro Personal Data out of any country or territory or remotely access Wipro Personal Data from outside any country or territory. However, if permitted by Wipro pursuant to this paragraph, we shall be subject to an added security and legal and compliance review by Wipro and such additional restrictions or terms that Wipro may reasonably require. Where we process any EU/EEA or UK data, we shall not without Wipro's prior written consent or written instructions transfer Wipro Personal Data out of any EU/EEA and UK country or territory or remotely access Wipro Personal Data from outside any EU/EEA and UK country or territory.

The latest versions of the EU Standard Contractual Clauses ("EU SCCs"), UK International Data Transfer Agreement ("IDTA") and the International Data Transfer Addendum to the EU SCCs ("UK Addendum") serve as valid methods of data transfers.\* In all cases of cross-border transfers, the appropriate mechanism must be identified and signed prior to any data transfer.

Any data transfer you carry out involving EU/EEA data or UK data must now be governed by the new EU SCCs and/or the appropriate UK transfer agreement provided no alternative mechanism approved under the respective data protection laws can be applied to such transfer.

The following requirements apply to all EU/EEA and UK outward transfers of personal data.



- Vendor shall undertake to conduct or participate in a transfer impact assessment and subject itself to any additional restrictions or terms that Wipro may reasonably require in the event the results of the assessment indicate the third country's legal regime does not provide adequate protections to the data to be transferred.
- Vendor shall assist with providing information about the third country's legal regime, including but not limited to information on the protections offered to data subjects, the extent of surveillance laws and reach of law enforcement in respect to any EU/EEA or UK data.
- Whereas, in relation to the transfer or remote access of Wipro Personal Data from a country within the EEA to a third country, vendor shall as required under the GDPR enter into the most recent EU SCC (as may be amended or replaced from time to time).
- Whereas, in relation to the transfer or remote access of Wipro Personal Data from a country within the UK to a third country, vendor shall as required under the UK GDPR enter into the appropriate transfer mechanism being either the IDTA or the UK Addendum (as may be amended or replaced from time to time).
- Vendor shall enter into and execute any additional documentation required to facilitate compliance with this paragraph as requested by Wipro from time to time including when any changes to these standardized templates are issued by the responsible data protection authorities.

\*Further details on these methods of cross border data transfer and their respective rules can be found here: [IDTA and UK Addendum](#) [EU SCCs](#)

- o. We shall not subcontract any part of the services without the prior written consent of Wipro and without requiring the sub-processor to sign a contract containing equivalent provisions and in no case less protective as those set out in this provision/Section. We undertake also to send promptly a copy of any sub-processor agreement it concludes to Wipro.
- p. We shall at all times allow Wipro or its third party auditor access to our data processing facilities (or our subcontractor's facilities) to carry out an audit of all facilities, equipment, documents or electronic data relating to and/or used in the processing of Wipro Personal Data by us and verify our confidentiality and security measures taken, provided that Wipro shall give reasonable notice to us prior to conducting such audit.
- q. We shall promptly inform Wipro within twenty-four hours about: (i) any breach (actual or threatened) of Wipro Personal Data provided to us and the steps we had/have taken to mitigate such breach; (ii) any request received directly from the individuals relating to their personal data concerned by Wipro Personal Data without responding to that request, unless it has been expressly authorized by Wipro to do so; (iii) any legally binding request for disclosure of Wipro Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.
- r. The notification referred to in (q)(i) shall at minimum contain:
  - A description of the incident including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
  - Contact details of the Data Protection Officer/alternative contact point of our's/us from whom more information can be obtained.
  - A description of the likely consequences of the incident. •The measures taken/proposed to address the incident, including, where appropriate, measures to mitigate its possible adverse effects.

- s. We shall use the highest industry standards and data controls and take technical and organizational security measures to safeguard and protect Wipro Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, access, in particular, when the processing involves the transmission of data over a network, and against all other unlawful forms of processing. We agree to provide a detailed list of such security measures and controls taken at Wipro's request. In particular, we shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:
- i) pseudonymisation and encryption.
  - ii) measures to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
    - means to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
    - a mechanism for periodically testing, assessing and evaluating the effectiveness of technical and organisational measures put in place to ensure the security of the processing.
- t. We shall defend, indemnify and hold harmless Wipro, its affiliates and its customers from and against any and all liabilities, costs, expenses (including legal expenses), damages, injury, fines, claims, losses that arise from or in respect of use or misuse of data by us or otherwise attributable to any data breach pursuant to this Agreement; This will form an integral part of our agreement/order executed with Wipro along with all contractual obligations towards Wipro.