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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**  
**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **August 13, 2010**

**GENPACT LIMITED**

(Exact name of registrant as specified in its charter)

**Bermuda**  
(State or other jurisdiction  
of incorporation)

**001-33626**  
(Commission  
File Number)

**98-0533350**  
(I.R.S. Employer  
Identification No.)

**Canon's Court, 22 Victoria Street**  
**Hamilton HM, Bermuda**  
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: **(441) 295-2244**

**Not Applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(e) On August 13, 2010, Genpact Limited (the "Company") entered into an Amended and Restated Employment Agreement (the "Bhasin Agreement") for Pramod Bhasin, the Company's President and Chief Executive Officer.

The Bhasin Agreement amends and restates Mr. Bhasin's prior employment agreement dated as of July 26, 2005, as amended on December 24, 2007 and December 30, 2008. The prior agreement is being amended to (i) reflect a grant to Mr. Bhasin of restricted stock units covering a target number of 500,000 common shares of the Company, (ii) bring the payment provisions applicable to his special pension benefit into compliance with Section 457A of the Internal Revenue Code, (iii) condition the payment of a pro rata bonus upon certain terminations of employment on achievement of the performance goals related to the bonus and (iv) make certain other revisions. All other terms of the prior agreement remain in effect. The above description of the Bhasin Agreement is qualified in its entirety by reference to the terms of such agreement, attached hereto as Exhibit 10.1, which is hereby incorporated herein by reference.

*Terms of Restricted Stock Units*

On August 13, 2010, the Compensation Committee approved a grant of restricted stock units ("RSUs") under the Company's 2007 Omnibus Incentive Compensation Plan covering a target number of 500,000 common shares of the Company. The actual number of common shares Mr. Bhasin will receive is subject to vesting, as described below. The RSUs will vest in three (3) equal installments of target shares on each of December 31, 2010, December 31, 2011 and December 31, 2012, in each case provided that Mr. Bhasin is both (i) in employment or service with the Company or an affiliate through each applicable date and (ii) the Company achieves specified financial performance conditions as set forth for each applicable date. The actual number of common shares into which the RSUs will convert will be calculated by multiplying the target number of common shares subject to vesting on such date by a percentage ranging from 0% to 150% based on the Company's revenue growth and EBITDA growth for the applicable performance period. If performance for either metric is below the threshold, no RSUs will vest with respect to the applicable period. Vested RSUs, if any, will be settled on the last business day of the twelfth calendar month following the end of the Company's tax year in which the vesting occurs.

For the performance period commencing July 1, 2010 and ending on December 31, 2010, compared to the performance period commencing July 1, 2009 and ending December 31, 2009, the following financial performance conditions apply:

<b>Performance Level</b>	<b>Revenue Growth</b>	<b>EBITDA Growth</b>
Outstanding	20%	20%
Target	17%	14%
Threshold	15%	10%

For the 2011 and 2012 performance periods, unless different targets are set by the Compensation Committee prior to March 31 of the applicable year, the following financial performance conditions apply:

<b>Performance Level</b>	<b>Revenue Growth Over Prior Year</b>	<b>EBITDA Growth Over Prior Year</b>
Outstanding	20%	20%
Target	15%	15%
Threshold	10%	10%

The Compensation Committee has the right to exercise negative discretion and reduce the number of RSUs that vest on each vesting date (other than vesting in connection with a change of control, death or termination) by up to 10% based on the Committee's assessment of the following goals to be achieved by Mr. Bhasin: (i) development of succession plans for senior management of the Company reasonably satisfactory to the Board; (ii) development and pursuit of a strategy for inorganic growth, including through acquisitions, joint ventures or other strategic transactions; (iii) further development and execution on the Company's Smart Enterprise Processes (SEP<sup>sm</sup>) strategy and (iv) continued attraction and retention of world class talent.

The RSUs are intended to qualify as deductible performance-based compensation under Internal Revenue Code Section 162(m).

Any outstanding and unvested amount of the target RSUs will vest in full and settle on the effective date of a change of control or upon Mr. Bhasin's termination of employment by reason of death or disability. Upon Mr. Bhasin's termination of employment for Good Reason or the Company's termination of his employment without Cause (as each such term is defined in the Bhasin Agreement), any outstanding and unvested RSUs will continue to vest on each of the remaining vesting dates to the extent the applicable performance goals for such vesting date are satisfied (but without regard to the requirement of continued employment or service).

This summary of the terms of the RSU grant is qualified in its entirety by the form of RSU Award Agreement attached hereto as Exhibit 10.2, which is hereby incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits:

Exhibit 10.1	Amended and Restated Employment Agreement of Pramod Bhasin, dated August 13, 2010
Exhibit 10.2	RSU Award Agreement

**Signature**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 19, 2010

**GENPACT LIMITED**

By: /s/ Heather D. White

Name: Heather D. White

Title: Vice President

**EXHIBIT INDEX**

<u>Exhibit</u>	<u>Description</u>
Exhibit 10.1	Amended and Restated Employment Agreement of Pramod Bhasin, dated August 13, 2010
Exhibit 10.2	RSU Award Agreement

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This **AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (this "Agreement"), dated as of August 13, 2010, by and between Genpact Limited, a Bermuda limited exempted company (the "Company"), and Pramod Bhasin (the "Executive" and, together with the Company, the "Parties").

**WITNESSETH:**

A. The Company desires to continue to employ the Executive, and the Executive desires to continue to be employed by the Company, on the terms and conditions set forth in this Agreement.

B. The Executive acknowledges that (i) the Executive's employment with the Company and its affiliates has provided and will provide the Executive with trade secrets of, and confidential information concerning, the Company and (ii) the covenants contained in this Agreement are essential to protect the business and goodwill of the Company.

D. The Executive entered into an employment agreement with Genpact Global Holdings SICAR, a *Société à Responsabilité Limitée* organized as a *Société d'Investissement en Capital à Risque* under the laws of the Grand Duchy of Luxembourg and a subsidiary of the Company ("GGH") and Genpact International Holdings, a *Société à Responsabilité Limitée* under the laws of the Grand Duchy of Luxembourg and wholly-owned subsidiary of GGH (together with GGH, the "Prior Employers"), dated as of July 26, 2005, which was assigned to and assumed by the Company as of July 13, 2007 and amended on December 24, 2007 and December 30, 2008 (the "Prior Employment Agreement").

E. The Parties desire to amend and restate the Prior Employment Agreement as set forth herein.

Accordingly, in consideration of the promises and the respective covenants and agreements of the Parties set forth below, and intending to be legally bound hereby, the Parties agree as follows:

Section 1. Employment. The Company hereby continues to agree to employ the Executive, and the Executive hereby continues to accept such employment, on the terms and conditions set forth in this Agreement.

Section 2. Term. This Agreement shall be effective for a period commencing as of January 1, 2005 (the "Effective Date") and ending on the date this Agreement and the Executive's employment hereunder are terminated in accordance with the provisions of Section 8 (such period, the "Term").

Section 3. Duties, Authority, Status and Responsibilities.

(a) The Executive shall serve as Chief Executive Officer of the Company, as a member of the board of directors of the Company (the "Board") and in such other positions as the Board may from time to time reasonably determine, subject at all times to the direction, supervision and authority of the Board. The Executive's duties shall include such duties as the Board may from time to time reasonably assign.

(b) During the Term and except as otherwise agreed by the Company, the Executive shall devote the Executive's full employable time, attention and best efforts to the business

affairs of the Company and its subsidiaries (except during vacations or illness) and will not actively engage in outside activities, whether or not such activity is pursued for gain, profit or other pecuniary advantage unless such activity (and the amount thereof) is approved by the Board; provided, however, the Executive may devote time to personal investments, philanthropic service or other personal matters without obtaining such Board approval. In addition to the other titles and responsibilities described in this Section 3, if requested by the Board, the Executive shall serve (without additional compensation) during the Term as an officer or director of any subsidiary of the Company.

(c) The Company reserves the right to depute or second the Executive during the Term to any of its affiliates or group entities.

Section 4. Cash Compensation.

(a) Base Salary. Effective as of July 1, 2008, the Executive shall receive an annual base salary (the "Base Salary") of not less than U.S.\$750,000. The Base Salary shall be payable in accordance with the customary payroll practices of the Company for salaried employees in the United States. The Board, or a committee thereof, shall review the Executive's Base Salary at such times each year that the Board or committee reviews the compensation of other senior executive officers.

(b) Annual Bonus. During the Term, the Executive shall be eligible to receive an annual cash bonus (the "Annual Bonus") in respect of each full or partial fiscal year of the Company ending during the Term (each, a "Fiscal Year", which as of the date hereof, is the period January 1 through December 31), with such Annual Bonus to equal 120% of Base Salary for such Fiscal Year (or such higher amount determined by the Board), subject to the attainment of such performance targets as are established by the Board, or a committee thereof, for such Fiscal Year. Any such Annual Bonus shall be paid to the Executive on or after the first day (but in no event later than the fifteenth day of the third month) of the Fiscal Year following the Fiscal Year to which the Annual Bonus relates.

Section 5. Equity Compensation.

(a) Equity Grants. The Executive will be eligible for option grants and other equity awards under the Company's 2007 Omnibus Incentive Compensation Plan (the "Plan") or any successor thereto on and after the date hereof; provided, that the making of any such grants, and the terms and conditions applicable thereto, shall be determined by the Board (or the appropriate committee thereof) in its sole discretion.

(b) Restricted Share Units. On the date hereof, the Company will grant the Executive restricted share units covering a target number of 500,000 common shares of the Company ("RSUs") pursuant to the Plan. The RSUs shall be subject to a vesting schedule with one-third of the target number of RSUs vesting on each of December 31, 2010, December 31, 2011 and December 31, 2012, subject in each case to (i) continued employment or service with the Company or an Affiliate (as such term is defined in the Plan) on each such date and (ii) satisfaction of the performance criteria as more fully set forth in the award agreement (the "RSU Award Agreement") (attached hereto). The actual number of common shares into which the target shares shall convert shall be as set forth in the RSU Award Agreement. Subject to the Executive's continued employment or service with the Company or an Affiliate on a Change of Control (as defined in the Plan), the RSUs shall vest in full on the effective date of the Change of Control. In addition, upon the Executive's termination by reason of death or the Company's termination of the Executive's employment by reason of Disability, the RSUs shall vest in full. Upon the Executive's termination of his employment for Good Reason or the Company's termination of the Executive's employment without Cause, any unvested RSUs shall vest on each of the remaining vesting dates to the extent the applicable financial performance goals for such vesting date are satisfied (but without regard to the requirement of continued employment or service) as more fully set forth in the RSU Award Agreement.

Section 6. Expenses. During the Term, the Executive shall be entitled to receive prompt reimbursement for all travel and business expenses reasonably incurred and accounted for by the Executive (in accordance with the policies and procedures established from time to time by the Company) in performing services hereunder.

Section 7. Other Benefits.

(a) Employee Benefits, Fringe Benefits and Perquisites. During the Term, the Executive shall be able to participate in employee benefit plans and perquisite and fringe benefit programs on a basis no less favorable than such benefits and perquisites are provided by the Company from time to time to the Company's other senior executives. In addition, effective January 1, 2008 and continuing during the Term, the Executive shall receive (i) reimbursement of the actual costs incurred by the Executive of utilities (including telephone) related to his primary residence and the Executive's expenses related to his automobile and driver and (ii) an annual amount of U.S.\$60,000 to cover such other personal costs as the Executive deems appropriate with such amount paid to the Executive in equal installments on the date of payments of his Base Salary each year.

(b) Special Pension Benefit.

(i) Normal Retirement Benefit. The Executive shall be eligible to receive from the Company a special pension benefit (the "Special Pension Benefit"), which shall be payable in the amounts, at the times and in the forms described in this Section 7(b).

(ii) Unless the Executive elects otherwise in accordance with this Section 7(b), the Special Pension Benefit shall be payable in the form of a five-year sum certain joint and survivor life annuity benefit (the "Normal Benefit") in the annual amount of US\$190,000 (such annual amount, as adjusted pursuant to this Section 7(b), the "Annual Amount") commencing on the earliest of (A) the Executive's separation from service with the Company (as defined in Section 1.409A-1(h) of the Treasury Regulations promulgated under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code" and, such regulations, the "409A Regulations")) that occurs on or after the Executive's obtaining age 60, (B) the Executive's death or disability (within the meaning of Section 1.409A-3(i)(4) of the 409A Regulations) and (C) the Executive's attaining age 65 (such date, the "Commencement Date"). Unless the Executive elects otherwise in accordance with this Section 7(b), the Special Pension Benefit shall be paid in equal monthly installments on the 15th day of each month beginning with the first full month following the Commencement Date, with each such installment equal to 1/12 of the Annual Amount, provided, however, that if the Special Pension Benefit becomes payable as a result of the Executive's separation from service with the Company (other than due to death or disability) at a time when the Executive is a "specified employee" of the Company (as defined in Section 409A-1(i)(1) of the 409A Regulations and as determined by the Company) and the Company's stock is publicly traded on an established securities market, then no payments shall be made until the earlier of (A) the expiration of the six month period following such separation from service and (B) the Executive's death (the "Delay Period") and any amounts that would otherwise have been paid during the Delay Period shall be paid in lump sum on the first business day following the end of the Delay Period. The Executive shall be entitled to interest on the deferred benefits and payments for the Delay Period, with such interest to accrue at the prime rate in effect from time to time during that period and to be paid in a lump sum on the first business day following the end of the Delay Period.

(iii) Election to Defer Commencement. The Executive may elect to have the Special Pension Benefit commence on a date later than the Commencement Date, but only if (A) such alternative date is permitted to be a commencement date for payment under the General Electric Company Pension Plan, as amended and restated as of July 1, 2003, a copy of which is on file with the Corporate Secretary of the Company (the "GE Plan") and (B) such election to delay the Commencement Date satisfies the subsequent deferral election requirements under Section 409A. In the event of any such election, the Annual Amount shall be adjusted in accordance with the terms of the GE Plan.



(iv) Form of Payment. The Executive may elect to have the Special Pension Benefit be paid in a form other than the form of the Normal Benefit, but only if (A) such alternative form is permitted under the GE Plan and (B) such election to change the form of payment satisfies the requirements for subsequent elections to change the form of payment under Section 409A. In the event of any such election, the Annual Amount shall be adjusted to reflect the applicable form of payment in accordance with the terms of the GE Plan.

(v) Administration of Special Pension Benefit. The Special Pension Benefit shall be administered by the Board, or a committee thereof, in accordance with the terms and purposes of Section 7(b). The Board, or a committee thereof, shall have the sole and absolute discretionary duty and authority to interpret the provisions of Section 7(b) and the GE Plan as it pertains to Section 7(b) and determine the amount and manner of payments of the Special Pension Benefit due to the Executive.

(vi) No Off-Set; Unsecured Creditor. In no event shall the Special Pension Benefit be reduced by any amounts otherwise payable to the Executive under the GE Plan. The Executive's rights to the Special Pension Benefit shall be solely those of an unsecured general creditor of the Company, and nothing herein shall be deemed to give the Executive any right to particular assets of the Company or to require the Company to establish a fund or trust for the benefit of the Executive or otherwise set aside assets for his benefit.

(vii) Section 457A. Notwithstanding the foregoing, to the extent that the Executive is required to include in income in 2017 any amounts payable under the Special Pension Benefit pursuant to the requirements of Section 457A of the Code, the present value of any remaining payments under the Special Pension Benefit shall be paid to the Executive on December 31, 2017. For such purposes, the present value shall be determined using an interest rate equal to two percent (2%) and the remaining payments shall be determined by multiplying US\$190,000 by the Executive's life expectancy (rounded up to the nearest whole year) as determined under the then most recent life expectancy tables published by the Office of the Actuary of the U.S. Social Security Administration. The parties agree to make such amendments to the payment of the Special Pension Benefit as necessary to comply with the requirements of Section 457A and the Treasury Regulations and other guidance promulgated thereunder.

(c) Vacations. The Executive shall be entitled to four (4) weeks paid vacation during each year of the Term. The Executive shall also be entitled to all paid holidays and personal days given by the Company to its senior executives.

(d) Relocation. If the Executive relocates his residence at the request of the Company during the Term, the Company shall, consistent with its relocation policies and subject to Section 10(d)(iii), reimburse the Executive for the Executive's expenses incurred for relocating himself and his immediate family.

(e) Indemnification. The Company and its successors and/or assigns will indemnify and defend the Executive to the fullest extent permitted by applicable law of the jurisdiction in which the Company is incorporated and the organizational documents of the Company with respect to any claims that may be brought against the Executive arising out of any action taken or not taken in the Executive's capacity as an officer or director of the Company or any of its affiliates. In addition, the Executive shall be covered, in respect of the Executive's activities as a director and officer of the Company or any of its affiliates, by the Company's Directors and Officers liability policy or other comparable policies obtained by the Company's successors, to the fullest extent permitted by such policies. The Company's indemnification obligations under this Section 7(e) shall remain in effect following the Executive's termination of employment with the Company.

Section 8. Termination. The Executive's employment hereunder may be terminated under the following circumstances:

( a) Death. The Executive's employment hereunder shall terminate upon the Executive's death. Upon any termination of the Executive's employment hereunder as a result of this Section 8(a), the Executive's estate shall be entitled to receive (i) his Base Salary through the date of termination, (ii) any earned but unpaid Annual Bonus for any Fiscal Year preceding the Fiscal Year in which the termination occurs, (iii) a pro-rata amount of the Annual Bonus for the Fiscal Year in which the termination occurs, and (iv) the dollar value of all accrued and unused vacation based upon the Executive's most recent level of Base Salary. In addition, outstanding equity awards will accelerate in accordance with the terms of the agreements evidencing the awards. All other benefits, if any, due to the Executive's estate following the Executive's termination due to death shall be determined in accordance with the plans, policies and practices of the Company; provided, however, that the Executive (or his estate, as the case may be) shall not participate in any severance plan, policy or program of the Company. The Executive's estate shall not accrue any additional compensation (including any Base Salary or Annual Bonus) or other benefits under this Agreement following such termination of employment. The amounts payable pursuant to this Section 8(a) shall be paid, in lump sum, as soon as practicable following such termination, but in no event later than 30 days after the date of such termination.

(b) Disability. The Company may terminate the Executive's employment hereunder for Disability. "Disability" shall mean the Executive's inability, due to physical or mental incapacity, to substantially perform the Executive's duties and responsibilities under this Agreement for a period of 180 consecutive days. In conjunction with determining Disability for purposes of this Agreement, the Executive hereby (i) consents to any such examinations which are relevant to a determination of whether the Executive is mentally and/or physically disabled and (ii) agrees to furnish such medical information as may be reasonably requested. Upon any termination of the Executive's employment hereunder pursuant to this Section 8(b), the Executive shall be entitled to receive (A) his Base Salary through the date of termination, (B) any earned but unpaid Annual Bonus for any Fiscal Year preceding the Fiscal Year in which the termination occurs, (C) a pro-rata amount of the Annual Bonus for the Fiscal Year in which the termination occurs, and (D) the dollar value of all accrued and unused vacation based upon the Executive's most recent level of Base Salary. In addition, outstanding equity awards will accelerate in accordance with the terms of the agreements evidencing the awards. All other benefits, if any, due to the Executive following the Executive's termination by the Company for Disability shall be determined in accordance with the plans, policies and practices of the Company; provided, however, that the Executive shall not participate in any severance plan, policy or program of the Company. The Executive shall not accrue any additional compensation (including any Base Salary or Annual Bonus) or other benefits under this Agreement following such termination of employment. The amounts payable pursuant to this Section 8(b) (other than with respect to the payments under clause (C) which shall be paid, in a lump sum as soon as practicable (but in all events within sixty (60) days) following the Executive's separation from service with the Company (as defined in Section 1.409A-1(h) of the 409A Regulations)) shall be paid, in lump sum, as soon as practicable following such termination, but in no event later than 30 days after the date of such termination.

(c) Termination for Cause; Voluntary Termination.

(i) At any time during the Term, (A) the Company may terminate the Executive's employment hereunder for "Cause" (as defined below) by written notice, specifying the grounds for Cause in reasonable detail, and (B) the Executive may terminate his employment hereunder "voluntarily" (that is, other than by death, Disability or for Good Reason, in accordance with Section 8(a), 8(b) or 8(d)). "Cause" shall mean: (I) any conviction by a court of, or entry of a pleading of guilty or *nolo contendere* by the Executive with respect to, a felony or any lesser crime involving moral turpitude or a material element of which is fraud or dishonesty; (II) the Executive's willful dishonesty of a substantial nature towards the Company and any of its subsidiaries; (III) the Executive's material breach of this Agreement, which breach is not cured by the Executive to the reasonable satisfaction of the Company within 30 business days of the date the Company delivers written notice of such breach to the Executive; or (IV) the Executive's material, knowing and intentional failure to comply with material applicable

laws with respect to the execution of the Company's and its subsidiaries' business operations, including, without limitation, a knowing and intentional failure to comply with the Prevention of Corruption Act of India, 1988 or the Foreign Corrupt Practices Act 1977 of the US Congress, as amended; provided, that if all of the following conditions exist, there will be a presumption that the Executive has acted in accordance with such applicable laws, the Executive is following, in good faith, the written advice of counsel, such counsel having been approved by the Board as outside counsel to the Company for regulatory and compliance matters, in the form of a legal memorandum or a written legal opinion, and the Executive has, in good faith, provided to such counsel all accurate and truthful facts necessary for such counsel to render such legal memorandum or written legal opinion.

(ii) Upon the termination of the Executive's employment hereunder pursuant to Section 8(c) by the Company for Cause, the Executive shall be entitled to receive (A) his Base Salary through the date of termination, (B) any earned but unpaid Annual Bonus for any Fiscal Year preceding the Fiscal Year in which the termination occurs, and (C) the dollar value of all accrued and unused vacation based upon the Executive's most recent level of Base Salary. The Executive shall not accrue any additional compensation (including any Base Salary or Annual Bonus) or other benefits under this Agreement following such termination of employment. The amounts payable pursuant to this Section 8(c)(ii) shall be paid, in lump sum, as soon as practicable following such termination, but in no event later 30 days after the date of such termination.

(iii) Upon the termination of the Executive's employment hereunder pursuant to Section 8(c) due to the Executive's voluntary termination, the Executive shall be entitled to receive (A) his Base Salary through the date of termination, (B) any earned but unpaid Annual Bonus for any Fiscal Year preceding the Fiscal Year in which the termination occurs, (C) a pro-rata amount of the Annual Bonus for the Fiscal Year in which the termination occurs (but only if the applicable performance target for the entirety of such Fiscal Year is achieved), and (D) the dollar value of all accrued and unused vacation based upon the Executive's most recent level of Base Salary. In addition, outstanding equity awards will accelerate in accordance with the terms of the agreements evidencing the awards. The Executive shall not accrue any additional compensation (including any Base Salary or Annual Bonus) or other benefits under this Agreement following such termination of employment. The amounts payable pursuant to this Section 8(c) (iii) (other than with respect to the payments under clause (C) which shall be paid on or after the first day (but in no event later than the fifteenth day of the third month) of the Fiscal Year following the Fiscal Year in which such termination occurs), shall be paid, in lump sum, as soon as practicable following such termination, but in no event later than 30 days after the date of such termination. For the avoidance of doubt, upon the termination of the Executive's employment hereunder pursuant to Section 8(c) due to the Executive's voluntary termination, the Executive shall not be entitled to receive any severance payments under any severance plan, policy or program of the Company.

(iv) All other benefits, if any, due to the Executive following the Executive's termination of employment for Cause or due to voluntary termination pursuant to Section 8(c) shall be determined in accordance with the plans, policies and practices of the Company; provided, however, that the Executive shall not participate in any severance plan, policy or program of the Company.

(d) Termination for Good Reason or Without Cause.

(i) At any time during the Term, (A) the Executive may terminate the Executive's employment hereunder for "Good Reason" (as defined below) and (B) the Company may terminate the Executive's employment hereunder without Cause (and other than for death or Disability). "Good Reason" shall mean the occurrence, without the Executive's prior written consent, of any of the following events: (I) a reduction in the nature of the Executive's authority or duties from those contemplated by this Agreement; (II) a reduction in the then current Base Salary, target Annual Bonus or fringe benefits specific to the Executive; or (III) causing or requiring the Executive to report to any person other than the Board; provided, however, that any such event described in (I), (II) or (III) above shall not constitute Good Reason unless and until the Executive shall have provided the Company with notice of such event within 90 days of the initial occurrence of such event and the Company shall have failed to remedy such event within 30 days of receipt of such notice. Notwithstanding any provision of this Agreement

to the contrary, in no event shall the timing of the Executive's execution of the release required under Section 8(e), directly or indirectly, result in the Executive designating the calendar year of payment, and if a payment that is subject to execution of the release could be made in more than one taxable year, payment shall be made in the later taxable year.

(ii) Upon the termination of the Executive's employment hereunder pursuant to Section 8(d), the Executive shall receive the following payments: (A) payment of an amount equal to the sum of (I) any earned but unpaid Base Salary through the date of termination, (II) any earned but unpaid Bonus for any Fiscal Year preceding the Fiscal Year in which the termination occurs, (III) a pro-rata amount of the Annual Bonus for the Fiscal Year in which the termination occurs (but only if the applicable performance target for the entirety of such Fiscal Year is achieved) and (IV) the dollar value of all accrued and unused vacation based upon the Executive's most recent level of Base Salary, and (B) payment of an amount equal to the sum of (X) two times the Executive's Base Salary (at the rate then in effect) and (Y) two times the Annual Bonus the Executive received for the Fiscal Year preceding the Fiscal Year in which the termination occurs. The amounts payable pursuant to the foregoing sentence in Section 8(d) (other than with respect to the payments under clause (A)(III) which shall be paid on or after the first day (but in no event later than the fifteenth day of the third month) of the Fiscal Year following the Fiscal Year in which such termination occurs), shall be paid, in lump sum, within sixty (60) days following the Executive's separation from service with the Company (as defined in Section 1.409A-1(h) of the 409A Regulations). In addition, outstanding equity awards will accelerate in accordance with the terms of the agreements evidencing the awards.

(iii) In addition, the Company shall reimburse the Executive for the cost of acquiring health benefits for the Executive and his spouse and other eligible dependents at the same level of coverage and benefits as is provided to U.S.-based senior executives of the Company for the two-year period following the date of the Executive's termination; provided, that the Company's obligation to reimburse any such health benefits costs shall cease with respect to such health benefits at the time the Executive and his spouse and other eligible dependents become eligible for such health benefits from another employer. The Executive shall, within 30 days after each periodic payment for a reimbursable health benefit expense under this Section 8(d)(iii), submit appropriate evidence of such payment to the Company for reimbursement, and the Company shall pay such reimbursement on the 30th day following receipt of the submission. During the period such health benefit coverage remains in effect hereunder, the following provisions shall govern the arrangement: (a) the amount of the health care costs eligible for reimbursement in any one calendar year of such coverage shall not affect the amount of such costs eligible for reimbursement in any other calendar year for which such reimbursement is to be provided hereunder; (ii) no costs shall be reimbursed after the close of the calendar year following the calendar year in which those costs were incurred; and (iii) the Executive's right to the reimbursement of such costs cannot be liquidated or exchanged for any other benefit. In the event the reimbursement of health benefit costs results in the recognition of taxable income (whether for federal, state or local income tax purposes) by the Executive, then the Company shall make an additional payment (the "Health Benefit Gross-Up Payment") in a dollar amount to fully cover all taxes payable by the Executive on the income recognized with respect to the reimbursed health benefit costs, including taxes imposed upon the Health Benefit Gross-Up Payment. The Health Benefit Gross-Up Payment shall be paid to the Executive at the time the related taxes are remitted to the tax authorities. All other benefits, if any, due the Executive following a termination pursuant to Section 8(d) shall be determined in accordance with the plans, policies and practices of the Company; provided, however, that the Executive shall not participate in any severance plan, policy or program of the Company. The Executive shall not accrue any additional compensation (including any Base Salary or Annual Bonus) or other benefits under this Agreement following such termination of employment.

(e) Execution of Release of All Claims. Notwithstanding any other provision of this Agreement to the contrary, the Executive acknowledges and agrees that any and all payments and benefits to which the Executive is entitled under Section 8(d) (other than the acceleration of any equity awards) are conditional upon, and subject to, the Executive's execution of a mutual release and waiver of claims in the form attached

hereto as Exhibit A. The release must be executed by the Executive and the Company and effective on or prior to the 60th day after the date of termination of the Executive's employment with the Company.

(f) Notice of Termination. Any purported termination of employment by the Company or the Executive shall be communicated by a written Notice of Termination to the Executive or the Company, respectively, delivered in accordance with Section 10(f) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in the Agreement relied upon, the date of termination, and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated. The date of termination of the Executive's employment shall be the date so stated in the Notice of Termination, which date, in the event of a termination initiated by the Executive or by the Company pursuant to Section 8(d) shall be no less than 30 days following the delivery of a Notice of Termination or in the event of a termination initiated by the Executive pursuant to Section 8(c) shall be no less than 30 days following the delivery of a Notice of Termination; provided, however, that in the case of a termination for Cause by the Company, the date of termination shall be the date the Notice of Termination is delivered in accordance with Section 8(c).

(g) Resignation from Positions. Notwithstanding any other provision of this Agreement to the contrary, upon any termination of employment (whether voluntary or involuntary), the Executive, upon written request from the Board, shall resign from the Board and any other positions he has with the Company Group (as defined below), whether as an executive, officer, employee, consultant, director, trustee, fiduciary or otherwise.

#### Section 9. Restrictive Covenants.

(a) Noncompetition. In consideration of the payments by the Company to the Executive pursuant to this Agreement, the Executive hereby covenants and agrees that, during the Term and for the one-year period following the date of the Executive's termination for any reason, the Executive shall not, without the prior written consent of the Company, engage in "Competition" (as defined below) with the Company, the Prior Employers or any of their respective affiliates or subsidiaries (collectively, the "Company Group"). For purposes of this Agreement, if the Executive takes any of the following actions he shall be engaged in "Competition": engaging in or carrying on, directly or indirectly, any enterprise, whether as an advisor, principal, agent, partner, officer, director, employee, stockholder, associate or consultant to any of the five entities listed on the competitor list attached as Exhibit B hereto, or any successor of any such entity, which competitor list may be amended annually by the Board, or a committee thereof, to add or delete entities from such list provided that in no event shall the number of entities named on such list exceed five. Notwithstanding the foregoing, "Competition" shall not include the passive ownership of securities in any entity listed on Exhibit B and exercise of rights appurtenant thereto, so long as such securities represent no more than two percent (2%) of the voting power of all securities of such enterprise.

(b) Nonsolicitation; No-Hire. In further consideration of the payments by the Company to the Executive pursuant to this Agreement, the Executive hereby covenants and agrees that, during the Term and for the two-year period following the date of the Executive's termination for any reason, the Executive shall not knowingly (i) attempt to influence, persuade or induce, or assist any other person in so influencing, persuading or inducing, any employee or independent contractor of the Company Group to give up, or to not commence, employment or a business relationship with the Company Group, (ii) unless otherwise in contravention of applicable law, directly, or indirectly through direction to any third party, hire or engage, or cause to be hired or engaged, any person who is or was an employee or independent contractor of the Company Group, or (iii) attempt to influence, persuade or induce, or assist any other person in so influencing, persuading or inducing, any agent, consultant, vendor, supplier or customer of the Company Group to give up or not commence, a business relationship with the Company Group.

( c) Confidential Information. The Executive acknowledges that the Company Group has a legitimate and continuing proprietary interest in the protection of its confidential information and that it has invested substantial sums and will continue to invest substantial sums to develop, maintain and protect such confidential information. During the Term and at all times thereafter, the Executive shall not, except with the written consent of the Company or in connection with carrying out the Executive's duties or responsibilities hereunder, furnish or make accessible to anyone or use for the Executive's own benefit any trade secrets, confidential or proprietary information of the Company Group, including its business plans, marketing plans, strategies, systems, programs, methods, employee lists, computer programs, insurance profiles and client lists; provided, that such protected information shall not include information known to the public or otherwise in the public domain without violation by the Executive of this Section 9(c). Notwithstanding the foregoing, the Executive may disclose Confidential Information when required to do so by a court of competent jurisdiction, by any governmental agency having supervisory authority over the business of the Company Group or by any administrative body or legislative body (including a committee thereof) with jurisdiction to order the Executive to divulge, disclose or make accessible such information; provided, further, that in the event that Executive is ordered by a court or other government agency to disclose any Confidential Information, the Executive shall (i) promptly notify the Company of such order, (ii) at the written request of the Company, diligently contest such order at the sole expense of the Company as expenses occur, and (iii) at the written request of the Company, seek to obtain, at the sole expense of the Company, such confidential treatment as may be available under applicable laws for any information disclosed under such order.

(d) Property of the Company. All memoranda, notes, lists, records and other documents or papers (and all copies thereof) relating to the Company Group, whether written or stored on electronic media, made or compiled by or on behalf of the Executive in the course of the Executive's employment, or made available to the Executive in the course of the Executive's employment, relating to the Company Group, or to any entity which may hereafter become an affiliate thereof, but excluding the Executive's personal effects, Rolodexes and similar items, shall be the property of the Company, and shall, except as otherwise agreed by the Company in writing, be delivered to the Company promptly upon the termination of the Executive's employment with the Company for any reason or at any other time upon request.

(e) Developments. All discoveries, inventions, ideas, technology, formulas, designs, software, programs, algorithms, products, systems, applications, processes, procedures, methods and improvements and enhancements conceived, developed or otherwise made or created or produced by the Executive alone or with others, at any time during his employment with the Company, and in any way relating to the business activities which are the same as or substantially similar to business activities carried on by the Company Group or being definitely planned by the Company Group (the "Business"), or the products or services of the Company Group, whether or not subject to patent, copyright or other protection and whether or not reduced to tangible form ("Developments"), shall be the sole and exclusive property of the Company. The Executive agrees to, and hereby does, assign to the Company, without any further consideration, all of the Executive's right, title and interest throughout the world in and to all Developments. The Executive agrees that all such Developments that are copyrightable may constitute works made for hire under the copyright laws of the United States and, as such, acknowledges that the Company or one of the members of the Company Group, as the case may be, is the author of such Developments and owns all of the rights comprised in the copyright of such Developments and the Executive hereby assigns to the Company without any further consideration all of the rights comprised in the copyright and other proprietary rights the Executive may have in any such Development to the extent that it might not be considered a work made for hire. The Executive shall make and maintain adequate and current written records of all Developments and shall disclose all Developments promptly, fully and in writing to the Company promptly after development of the same, and at any time upon request.

(f) Enforcement. The Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 9(a), (b),

(c) and (d) herein would be inadequate and, in recognition of this fact, the Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available. In addition, the Company shall be entitled to immediately cease paying any amounts remaining due or providing any benefits to the Executive pursuant to Section 8 in the event that the Executive has violated any provision of Section 9(a) or has materially breached any of his obligations under Sections 9(b), (c), (d) and (e) of this Agreement. The Executive understands that the provisions of Sections 9(a) and 9(b) may limit his ability to earn a livelihood in a business similar to the Business but he nevertheless agrees and hereby acknowledges that (i) such provisions do not impose a greater restraint than is necessary to protect the goodwill or other business interests of the Company, (ii) such provisions contain reasonable limitations as to time and scope of activity to be restrained, (iii) such provisions are not harmful to the general public, (iv) such provisions are not unduly burdensome to the Executive, and (v) the consideration provided hereunder is sufficient to compensate the Executive for the restrictions contained in Sections 9(a) and 9(b). In consideration of the foregoing and in light of the Executive's education, skills and abilities, the Executive agrees that he shall not assert that, and it should not be considered that, any provisions of Sections 9(a) and 9(b) otherwise are void, voidable or unenforceable or should be voided or held unenforceable. It is expressly understood and agreed that although the Executive and the Company consider the restrictions contained in Sections 9(a) and 9(b) to be reasonable, if a judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against the Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

Section 10. Miscellaneous.

(a) Executive's and Company's Representations. The Executive hereby represents and warrants to the Company that: (i) the execution, delivery and performance of this Agreement by the Executive does not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which the Executive is a party or by which he is bound; (ii) the Executive is not a party to or bound by an employment agreement, non-compete agreement or confidentiality agreement with any other person or entity which would interfere in any material respect with the performance of his duties hereunder; provided, however, that the Executive is currently bound by a confidentiality agreement with General Electric Corporation which the Parties hereby agree will not materially interfere with the performance of the Executive's duties hereunder; and (iii) Executive shall not use any confidential information or trade secrets of any person or party other than the Company and its subsidiaries in connection with the performance of his duties hereunder. The Company represents and warrants that it is fully authorized and empowered to enter into this Agreement, that the Agreement has been duly authorized by all necessary corporate action, and that the performance of its obligations under this Agreement will not violate any agreement between it and any other person, firm or organization.

(b) Mitigation. The Executive shall have no duty to mitigate his damages by seeking other employment and, should the Executive actually receive compensation from any such other employment, the payments required hereunder shall not be reduced or offset by any other compensation except as specifically provided herein.

(c) Waiver. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by the Executive and an officer of the Company (other than the Executive) duly authorized by the Board to execute such amendment, waiver or discharge. No waiver by either Party at any time of any breach of the other Party of, or compliance with, any condition or provision of this Agreement to be performed by such other Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

(d) Compliance with Section 409A and Section 457A of the Code.

(i) This Agreement and the benefits provided hereunder are intended to comply with Section 409A of the Code and the Treasury Regulations and other guidance promulgated thereunder and Section 457A of the Code and the Treasury Regulations and other guidance promulgated thereunder, and the provisions of this Agreement shall be interpreted and construed to be consistent with this intent.

(ii) Notwithstanding any provision to the contrary in this Agreement, no payments or benefits to which the Executive becomes entitled under this Agreement shall be made or paid to the Executive prior to the *earlier* of (i) the expiration of the six (6)-month period measured from the date of his “separation from service” with the Company (as such term is defined in Section 409A-1(h) of the 409A Regulations) or (ii) the date of the Executive’s death, if the Executive is deemed at the time of such separation from service a “key employee” within the meaning of that term under Code Section 416(i) and the Company’s stock is publicly traded on an established securities market and such delayed commencement is otherwise required in order to avoid a prohibited distribution under Code Section 409A(a)(2). Upon the expiration of the applicable Code Section 409A(a)(2) deferral period, all payments deferred pursuant to this subsection 10(d) shall be paid in a lump sum to the Executive, and any remaining payments due under this Agreement shall be paid in accordance with the normal payment dates specified for them herein. The Executive shall be entitled to interest on any deferred benefits and payments during the deferral period, with such interest to accrue at the prime rate in effect from time to time during that period and to be paid in a lump sum on the first business day following the end of the deferral period. The key employees subject to such a delayed commencement date shall be identified on December 31 of each calendar year. If the Executive is so identified on any such December 31, he shall have key employee status for the twelve (12)-month period beginning on April 1 of the following calendar year.

(iii) All reimbursements under Sections 7(a) and 7(d) shall be made promptly following the submission of a reimbursement request by the Executive and no later than the end of the Executive’s taxable year (the “Executive Tax Year”) following the Executive Tax Year in which the expense is incurred. The amount of expenses eligible for reimbursement under Sections 7(a) and 7(d) and in-kind benefits payable under Section 7(a) during an Executive Tax Year shall not affect the expenses eligible for reimbursement or in-kind benefits payable in another Executive Tax Year. No right to reimbursement under Sections 7(a) and 7(d) or payment of in-kind benefits under Section 7(a) shall be subject to liquidation or exchange for any other payment or benefit.

(iv) If and to the extent required by Code Section 457A, and subject to Code Section 409A:

(A) Any compensation which is attributable to services performed after December 31, 2008, as adjusted for any earnings and losses attributable thereto, shall be paid to the Executive no later than the last day of the twelfth month after the end of the taxable year of the Company during which the right to the payment of such compensation is no longer subject to a “*substantial risk of forfeiture*” within the meaning of Code Section 457A.

(B) In the case of any compensation which is attributable to services performed before January 1, 2009, to the extent such compensation is not includible in the Executive’s gross income in a taxable year beginning before 2018, such deferred amount, as adjusted for any earnings and losses attributable thereto, shall be paid to the Executive in the later of (1) the last taxable year beginning before 2018, or (2) the taxable year in which there is no “*substantial risk of forfeiture*” of the Executive’s rights to such compensation, within the meaning of Code Section 457A.



(e) Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the Company.

(f) Notice. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, if delivered by overnight courier service, if sent by facsimile transmission or if mailed by registered mail, return receipt requested, postage prepaid, addressed to the respective addresses or sent via facsimile to the respective facsimile numbers, as the case may be, as set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt; provided, however, that (i) notices sent by personal delivery or overnight courier shall be deemed given when delivered; (ii) notices sent by facsimile transmission shall be deemed given upon the sender's receipt of confirmation of complete transmission; and (iii) notices sent by registered mail shall be deemed given two days after the date of deposit in the mail.

If to the Executive, to such address as shall most currently appear on the records of the Company.

If to the Company, to:

Genpact Limited  
Canon's Court  
22 Victoria Street  
Hamilton HM EX  
Bermuda

With a copy to

Genpact Onsite Services, Inc.  
105 Madison Avenue  
Second Floor  
New York, NY 10016

(g) GOVERNING LAW; CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE WHOLLY PERFORMED WITHIN THAT STATE, WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS OF ANY JURISDICTION WHICH WOULD CAUSE THE APPLICATION OF ANY LAW OTHER THAN THAT OF THE STATE OF NEW YORK. ANY ACTION TO ENFORCE THIS AGREEMENT AND/OR THE EXHIBITS HERETO (OTHER THAN AN ACTION WHICH MUST BE BROUGHT BY ARBITRATION PURSUANT TO SECTION 10(i)) MUST BE BROUGHT IN, AND THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF, A COURT SITUATED IN NEW YORK COUNTY, NEW YORK. EACH PARTY HEREBY WAIVES THE RIGHTS TO CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT FORUM FOR THE RESOLUTION OF ANY SUCH ACTION.

(h) JURY TRIAL WAIVER. THE PARTIES EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR EXECUTIVE'S EMPLOYMENT WITH THE COMPANY IS LITIGATED OR HEARD IN ANY COURT.

(i) Arbitration. Any dispute, controversy or other claim, other than disputes, controversies or claims relating to Section 9 (which disputes, controversies or claims shall be litigated in court in accordance with the provisions of Sections 9(f) and 10(g) hereof), arising out of or relating to (i) this Agreement or (ii) the Executive's employment with the Company shall be resolved by binding confidential arbitration before a single

arbitrator, to be held in New York City, New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(j) Assignment. The Executive may not assign his rights or interests under this Agreement. This Agreement may not be assigned by the Company other than to an entity (i) which, directly or indirectly, controls, is controlled by or is under common control with the Company, or which is a successor in interest to substantially all of the business operations of the Company, and (ii) which assumes in writing or by operation of law, at the time of the assignment, the Company's obligation to perform this Agreement.

(k) Severability of Invalid or Unenforceable Provisions. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(l) Entire Agreement. This Agreement sets forth the entire agreement of the Parties in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, including, the Prior Employment Agreement, in respect of the subject matter contained herein.

(m) Withholding Taxes. The Company shall be entitled to withhold from any payment due to the Executive hereunder any amounts required to be withheld by applicable tax laws or regulations.

(n) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Employment Agreement as of the date first above written.

GENPACT LIMITED

By: /s/ Heather White  
Name: Heather White  
Title: Vice President

EXECUTIVE

By: /s/ Pramod Bhasin  
Pramod Bhasin

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**EXHIBIT A**

**GENERAL RELEASE  
AND COVENANT NOT TO SUE**

**TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW** that:

Pramod Bhasin ("Executive"), on Executive's own behalf and on behalf of Executive's descendants, dependents, heirs, executors and administrators and permitted assigns, past and present, in consideration for the amounts payable and benefits to be provided to Executive under that Amended and Restated Employment Agreement dated as of August 13, 2010 (the "Employment Agreement") by and among Executive and Genpact Limited, a Bermuda limited exempted company (the "Company") does hereby covenant not to sue or pursue any litigation against, and waives, releases and discharges the Company and any of its assigns, affiliates, subsidiaries, parents, predecessors and successors, and the past and present shareholders, employees, officers, directors, representatives and agents of any of them (collectively, the "Company Group"), from any and all claims, demands, rights, judgments, defenses, actions, charges or causes of action whatsoever, of any and every kind and description, whether known or unknown, accrued or not accrued, that Executive ever had, now has or shall or may have or assert as of the date of this Release and Covenant Not to Sue against the Company Group relating to his employment with the Company or the termination thereof or his service as an officer or director of any subsidiary or affiliate of the Company or the termination of such service, including, without limiting the generality of the foregoing, any claims, demands, rights, judgments, defenses, actions, charges or causes of action related to employment or termination of employment or that arise out of or relate in any way to the Age Discrimination in Employment Act of 1967 ("ADEA," a law that prohibits discrimination on the basis of age), the National Labor Relations Act, the Civil Rights Act of 1991, the Americans With Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Family and Medical Leave Act, all as amended, and other Federal, state and local laws relating to discrimination on the basis of age, sex or other protected class, all claims under Federal, state or local laws for express or implied breach of contract, wrongful discharge, defamation, intentional infliction of emotional distress, and any related claims for attorneys' fees and costs; provided, however, that nothing herein shall release the Company from any of its obligations to Executive under the Employment Agreement (including, without limitation, its obligation to pay the amounts and provide the benefits upon which this Release and Covenant Not to Sue is conditioned) or any rights Executive may have to indemnification under any charter or by-laws (or similar documents) of any member of the Company Group or any insurance coverage under any directors and officers insurance or similar policies or any benefits vested and accrued as of the date hereof which the Executive has under any ERISA benefit plan.

The Company Group does hereby covenant not to sue or pursue any litigation against, and waives, releases and discharges Executive and Executive's descendants, dependents, heirs, executors and administrators and assigns, past and present (collectively, the "Executive Group"), from any and all claims, demands, rights, judgments, defenses, actions, charges or causes of action whatsoever, of any and every kind and description, whether known or unknown, accrued or not accrued, that the Company Group ever had, now have or shall or may have or assert as of the date of this Release and Covenant Not to Sue against any member of the Executive Group relating to his employment with the Company or the termination thereof or his service as an officer or director of any subsidiary or affiliate of the Company or the termination of such service (collectively, "Claims"); provided, however, that (i) nothing herein shall release Executive from any of Executive's obligations and covenants under Sections 9 or 10 of the Employment Agreement, and (ii) nothing herein shall release the Executive Group from any Claims (A) which are based upon any acts or omissions of Executive that involve fraud or (B) which were not known to the non-employee members of the Company's board of directors on the date hereof.

The parties hereto agree that this Release and Covenant Not to Sue may be pleaded as a full defense to any action, suit or other proceeding covered by the terms hereof that is or may be initiated, prosecuted or maintained by any such party or his or its heirs or assigns. Executive understands and confirms that Executive is executing this Release and Covenant Not to Sue voluntarily and knowingly, but

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that this Release and Covenant Not to Sue does not affect Executive's right to claim otherwise under ADEA. In addition, Executive shall not be precluded by this Release and Covenant Not to Sue from filing a charge with any relevant Federal, state or local administrative agency, but Executive agrees to waive Executive's rights with respect to any monetary or other financial relief arising from any such administrative proceeding.

In furtherance of, and solely to the extent provided by, the agreements set forth above, the parties hereby expressly waive and relinquish any and all rights under any applicable statute, doctrine or principle of law restricting the right of any person to release claims that such person does not know or suspect to exist at the time of executing a release, which claims, if known, may have materially affected such person's decision to give such a release. In connection with such waiver and relinquishment, the parties acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true, with respect to the matters released herein. Nevertheless, it is the intention of the parties to fully, finally and forever release all such matters, and all claims relating thereto, that now exist, may exist or theretofore have existed, as specifically provided herein. The parties hereto acknowledge and agree that this waiver shall be an essential and material term of the releases contained above. Nothing in this paragraph is intended to expand the scope of the releases as specified herein.

This Release and Covenant Not to Sue shall be governed by and construed in accordance with the laws of the State of New York.

To the extent that Executive is forty (40) years of age or older, this paragraph shall apply. Executive acknowledges that Executive has been offered a period of time of at least twenty-one (21) days to consider whether to sign this Release and Covenant Not to Sue and the Company agrees that Executive may cancel this Release and Covenant Not to Sue at any time during the seven (7) days following the date on which this Release and Covenant Not to Sue has been signed by all parties to this Release and Covenant Not to Sue. In order to cancel or revoke this Release and Covenant Not to Sue, Executive must deliver to the General Counsel of the Company written notice stating that Executive is canceling or revoking this Release and Covenant Not to Sue. If this Release and Covenant Not to Sue is timely cancelled or revoked, none of the provisions of this Release and Covenant Not to Sue shall be effective or enforceable by any party and the Company shall not be obligated to make the payments to Executive or to provide Executive with the other benefits described in the Employment Agreement and all contracts and provisions modified, relinquished or rescinded hereunder shall be reinstated to the extent in effect immediately prior hereto.

Executive hereby agrees not to defame or disparage any member of the Company Group or any executive, manager, director, or officer of any member of the Company Group in any medium to any person without limitation in time. The Company hereby agrees that its board of directors, the members of the Company Group and the executives, managers and officers of the members of the Company Group shall not defame or disparage Executive in any medium to any person without limitation in time. Notwithstanding this provision, either party may confer in confidence with his or its legal representatives and make truthful statements as required by law.

The parties acknowledge and agree that they have entered into this Release and Covenant Not to Sue knowingly and willingly and have had ample opportunity to consider the terms and provisions of this Release and Covenant Not to Sue.

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**IN WITNESS WHEREOF**, the parties hereto have caused this General Release and Covenant Not to Sue to be executed on this [\_\_\_\_\_]ay of [\_\_\_\_], [\_\_\_\_].

**GENPACT LIMITED**

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By:  
Its:

**EXECUTIVE**

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Pramod Bhasin

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EXHIBIT B

Competitor List

Accenture Ltd.  
Cognizant Technology Solutions Corporation  
HCL Technologies Limited  
International Business Machines Corporation  
Wipro Limited

**GENPACT LIMITED  
2007 OMNIBUS INCENTIVE COMPENSATION PLAN**

**RESTRICTED SHARE UNIT ISSUANCE AGREEMENT**

THIS RESTRICTED SHARE UNIT ISSUANCE AGREEMENT (the "Agreement"), dated as of August 13, 2010 (the "Award Date"), is made by and between Genpact Limited, an exempted limited company organized under the laws of Bermuda (the "Company") and Pramod Bhasin ("Participant"). To the extent not defined herein, all capitalized terms in this Agreement shall have the meanings assigned to them in the Genpact Limited 2007 Omnibus Incentive Compensation Plan (the "Plan").

**RECITALS:**

WHEREAS, the Company has adopted the Plan for the purpose of promoting the interests of the Company and its shareholders by attracting and retaining exceptional directors, officers, employees and consultants and enabling such individuals to participate in the long-term growth and financial success of the Company.

WHEREAS, the Committee has determined that it is in the best interests of the Company and its shareholders to grant to Participant restricted share units under the Plan as provided for herein.

NOW, THEREFORE, for and in consideration of the premises and covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Restricted Share Units. The Company hereby awards to Participant, as of the Award Date, an award (the "Award") of restricted share units under the Plan. The Award entitles the Participant to receive a number of Shares based on the extent, if any, to which the restricted share units vest. The number of Shares subject to the awarded restricted share units, the applicable vesting schedule for the restricted share units and the underlying shares, the dates on which those vested shares shall be issued to Participant and the remaining terms and conditions governing the Award shall be as set forth in this Agreement.

Target Shares

Subject to Award: The initial number of Shares that will be used to determine Participant's rights pursuant to this Award is 500,000 (the "Target Shares").

Vesting Schedule:

Participant shall vest with respect to a number of Shares under this Award based on three (3) equal installments of Target Shares on each of December 31, 2010, December 31, 2011 and December 31, 2012 (each, a "Vesting Date"), in each case provided that Participant is both (i) in employment or service with the Company or an Affiliate through each such Vesting Date and (ii) the Company achieves the financial performance condition as set forth on Exhibit A attached hereto (the "Financial Performance Condition") for each applicable date. The actual number of Shares which shall vest on each Vesting Date shall be as set forth in Exhibit A. Except in the event of vesting under Paragraphs 3 and 4 below, the number of Shares that vest on a Vesting Date may be reduced by up to ten percent (10%) based on the Committee's assessment of Participant's achievement of the individual performance conditions as set forth on Exhibit A (the "Individual Performance Conditions") for such Vesting Date. Notwithstanding Section 6(i)(vi)(D) or any other provision of the Plan to the contrary, in no event shall the number of Shares issuable on any Vesting Date be reduced by more than ten percent (10%) if the Financial Performance Condition for such Vesting Date is achieved.

The Shares may also vest in accordance with the provisions of Paragraphs 3 and 4 of this Agreement.

Issuance Dates:

The Shares in which Participant vests in accordance with the foregoing Vesting Schedule shall be issued in a lump sum on the last business day of the twelfth calendar month following the end of the Company's tax year in which that Share vests, the (the "Issuance Date"). The issuance of the Shares shall be subject to the Company's collection of any Applicable Taxes in accordance with the procedures set forth in Paragraph 5 of this Agreement.

2. Limited Transferability. Prior to actual receipt of the Shares which vest and become issuable hereunder, Participant may not transfer any interest in the Award or the underlying Shares. Any Shares which vest hereunder but which otherwise remain unissued at the time of Participant's death may be transferred pursuant to the provisions of Participant's will or the laws of inheritance or to Participant's designated beneficiary or beneficiaries of this Award. Participant may make such a beneficiary designation at any time by filing the appropriate form with the Committee or its designee.

3. Cessation of Employment.

(a) Except as otherwise provided in this Paragraph 3, should Participant cease employment or service for any reason prior to vesting in one or more Shares subject to this Award, then the Award shall be immediately canceled with respect to those unvested Shares, and the number of restricted share units will be reduced accordingly. Participant shall thereupon cease to have any right or entitlement to receive any Shares under those canceled units.

(b) Upon Participant's termination of employment or service by reason of death or Disability, this Award shall immediately vest with respect to all the Target Shares outstanding at the time subject to this Award without regard to achievement of any Financial Performance Conditions, and those vested Shares shall be issued to Participant, subject to the Company's collection of the Applicable Taxes, on such date or as soon thereafter as administratively practicable, but in no event later than the close of the calendar year in which such termination occurs or (if later) the fifteenth (15th) day of the third calendar month following such termination date. The Committee shall not have any discretion to reduce the number of Shares that vest under this Paragraph 3(b) on the basis of its assessment of the Individual Performance Conditions.



(c) Should Participant's employment or service be terminated by the Company without Cause or by Participant for Good Reason prior to vesting in one or more Shares subject to this Award, then Participant shall continue to vest with respect to the Shares at the time subject to this Award on each of the remaining Vesting Dates provided the Financial Performance Condition for such Shares on each such Vesting Date is subsequently attained. Any such vested Shares shall be issued to Participant, subject to the Company's collection of the Applicable Taxes, on the applicable Issuance Date for such Shares. The Committee shall not have any discretion to reduce the number of Shares that vest under this Paragraph 3(c) on the basis of its assessment of the Individual Performance Conditions.

(d) For purposes of this Agreement, "Cause" and "Good Reason" shall be as defined in the employment agreement between Participant and the Company as amended and restated effective August 13, 2010 ("the Employment Agreement").

(e) For purposes of this Agreement, "Disability" shall be defined as disability within the meaning of the Treasury Regulations at section 1.409A-3(i)(4).

4. Change of Control. Subject to Participant's continued employment with the Company or an Affiliate on a Change of Control, any outstanding and unvested Target Shares shall vest in full (without regard to achievement of any Financial Performance Conditions) and shall be issued on the applicable Issuance Date for those Shares; provided, however, that if such Change of Control is a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company within the meaning of Section 409A of the Internal Revenue Code (the "Code" 221;) and the Treasury Regulations at section 1.409A-3(i)(5), then such vested Shares shall be issued on or within five days following such Change of Control. The Committee shall not have any discretion to reduce the number of Shares that vest under this Paragraph 4 on the basis of its assessment of the Individual Performance Conditions.

5. Issuance of Shares.

(a) On the Issuance Date, the Company shall issue to or on behalf of Participant a certificate (which may be in electronic form) for the number of vested Shares issuable under the Award on such date, subject, however, to the Company's collection of any Applicable Taxes.

(b) Any Applicable Taxes required to be withheld with respect to the issuance of the vested Shares shall be paid through an automatic Share withholding procedure pursuant to which the Company will withhold, at the time of such issuance, a portion of the Shares with a Fair Market Value (measured as of the issuance date) equal to the amount of those taxes; provided, however, that the amount of any Shares so withheld shall not exceed the amount necessary to satisfy the Company's required withholding obligations using the minimum statutory withholding rates. Notwithstanding the preceding sentence, the Company may, in its sole discretion, require that such Applicable Taxes be paid through Participant's delivery of his or her separate check payable to the Company in the amount of such taxes.

(c) In no event will any fractional shares be issued.

(d) The holder of this Award shall not have any shareholder rights, including voting or dividend rights, with respect to the Shares subject to the Award until Participant becomes the record holder of those Shares following their actual issuance after the satisfaction of the Applicable Taxes.

6. Compliance with Laws and Regulations. The issuance of Shares pursuant to the Award shall be subject to compliance by the Company and Participant with all applicable laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. The Committee, in its sole discretion, may postpone the issuance or delivery of Shares as the Committee may consider appropriate and may require Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of Shares in order to be in compliance with applicable laws, rules and regulations.

7. Successors and Assigns. Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Participant and Participant's assigns, beneficiaries, executors, administrators, heirs and successors.

8. Notices. All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, return receipt requested, telecopier, courier service or personal delivery:

if to the Company:

Genpact Limited  
Canon's Court  
22 Victoria Street  
Hamilton HM EX  
Bermuda  
Attn: Secretary

with a copy to:

Genpact Onsite Services, Inc.  
105 Madison Avenue  
2nd Floor  
New York, NY 10016-2122  
Attn: Legal Department

if to Participant, at Participant's last known address on file with the Company;

All such notices, demands and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; when delivered by courier, if delivered by commercial courier service; five (5) business days after being deposited in the mail, postage prepaid, if mailed; and when

receipt is mechanically acknowledged, if telecopied.

9. Construction. This Agreement and the Award evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. All decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in the Award.

10. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction which could cause the application of the laws of any jurisdiction other than the State of New York. Each Participant and the Company hereby waive, to the fullest extent permitted by applicable law, any right either of them may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the Plan.

11. Employment at Will. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue in service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Affiliate employing or retaining Participant) or of Participant, which rights are hereby expressly reserved by each, to terminate Participant's employment or service (including removal as a director) at any time for any reason, with or without cause.

12. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

13. Code Section 409A. It is the intention of the parties that the provisions of this Agreement comply with the requirements of Section 409A of the Code and the Treasury Regulations issued thereunder. Accordingly, to the extent there is any ambiguity as to whether one or more provisions of this Agreement would otherwise contravene the requirements or limitations of Code Section 409A, then those provisions shall be interpreted and applied in a manner that does not result in a violation of the requirements or limitations of Code Section 409A and the Treasury Regulations thereunder.

14. Code Section 457A. It is the intention of the parties that the provisions of this Agreement comply with the requirements of Section 457A of the Code and any guidance issued with respect to Code Section 457A, including but not limited to Notice 2009-8. Accordingly, to the extent there is any ambiguity as to whether one of more provisions this Agreement would otherwise contravene the requirements of Code Section 457A, then those provisions shall be interpreted and applied in a manner that does not result in income inclusion pursuant to Code Section 457A.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

**GENPACT LIMITED**

Signature: \_\_\_\_\_

Name:

Title:

**PARTICIPANT**

Signature: \_\_\_\_\_

Name:



Exhibit A

**I. Financial Performance Conditions:**

2010 Financial Performance Conditions

The Financial Performance Conditions to be achieved under the Award are Revenue Growth and EBITDA Growth for the Company for the Performance Period commencing on July 1, 2010 and ending on December 31, 2010 compared to the period commencing July 1, 2009 and ending December 31, 2009. For each goal there are three designated levels of attainment – threshold, target and outstanding.

Performance Level	Revenue Growth	EBITDA Growth
Outstanding	20%	20%
Target	17%	14%
Threshold	15%	10%

For such purpose, Revenue Growth and EBITDA Growth shall be calculated without taking into account the effect of any acquisition or restructuring.

The Shares to which Participant may become entitled at the end of the Performance Period shall be calculated by multiplying the designated number of Target Shares by a performance percentage based on the level of achievement of each performance goal as follows (and rounding down to the nearest whole number):

		Organic Revenue Growth				
		15.0%	16.0%	17.0%	18.5%	20.0%
EBITDA Growth	10.0%	50%	63%	75%	88%	100%
	12.0%	63%	75%	88%	100%	113%
	14.0%	75%	88%	100%	113%	125%
	17.0%	88%	100%	113%	125%	138%
	20.0%	100%	113%	125%	138%	150%

Straight line interpolation will apply to performance levels between the ones illustrated above. If performance below threshold occurs for either metric, payout on the other metric will also be zero regardless of performance.

The goals will be measured based on Company-wide performance on a consolidated basis.

2011 and 2012 Financial Performance Conditions

The Financial Performance Conditions to be achieved under the Award are Revenue Growth and EBITDA Growth for the Company for the Performance Periods commencing on January 1, 2011 and ending on December 31, 2011 and commencing on January 1, 2012 and ending on December 31, 2012. For each goal there are three designated levels of attainment – threshold, target and outstanding. Unless different performance levels are set by the Compensation Committee of the Board of Directors of the Company no later than March 31, 2011 with respect to the 2011 fiscal year and March 31, 2012 with respect to the 2012 fiscal year, the applicable performance levels are as set forth below.

Performance Level	Revenue Growth Over Prior Year	EBITDA Growth Over Prior Year
Outstanding	20%	20%
Target	15%	15%
Threshold	10%	10%

For such purpose, Revenue Growth and EBITDA Growth shall be calculated without taking into account the effect of any acquisition or restructuring.

The Shares to which Participant may become entitled at the end of the Performance Period shall be calculated by multiplying the designated number of Target Shares by a performance percentage based on the level of achievement of each performance goal as follows (and rounding down to the nearest whole number):

		Organic Revenue Growth				
		10.0%	12.5%	15.0%	17.5%	20.0%
EBITDA Growth	10.0%	50%	63%	75%	88%	100%
	12.5%	63%	75%	88%	100%	113%
	15.0%	75%	88%	100%	113%	125%
	17.5%	88%	100%	113%	125%	138%
	20.0%	100%	113%	125%	138%	150%

Straight line interpolation will apply to performance levels between the ones illustrated above. If performance below threshold occurs for either metric, payout on the other metric will also be zero regardless of performance. If the Compensation Committee sets different performance levels, the table shall be revised accordingly.

The goals will be measured based on Company-wide performance on a consolidated basis.

II.

Individual Performance Conditions:

1. Participant must develop succession plans for senior management of the Company reasonably satisfactory to the Board.
2. Participant must develop and pursue a strategy for inorganic growth, including through acquisitions, joint ventures or other strategic transactions.
3. Participant must further develop and execute on the Company's Smart Enterprise Processes (SEP<sup>sm</sup>) strategy.
4. Participant must continue to attract and retain world class talent.