

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

**Post-Effective Amendment No. 1  
to  
FORM S-3  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**GENPACT LIMITED**

(Exact name of registrant as specified in its charter)

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

**98-0533350**  
(I.R.S. Employer  
Identification Number)

Victoria Place, 5th Floor  
31 Victoria Street  
Hamilton, Bermuda, HM 10  
(441) 294-8000

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

**GENPACT LUXEMBOURG S.À R.L.**

(Exact name of registrant as specified in its charter)

**Luxembourg**  
(State or other jurisdiction of  
incorporation or organization)

**98-0550714**  
(I.R.S. Employer  
Identification Number)

12F, Rue Guillaume Kroll  
L-1882 Luxembourg  
+352 26 987 686

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Heather White  
c/o Genpact LLC  
1155 Avenue of the Americas, 4th Floor  
New York, NY 10036  
(646) 624-5913

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

*With a copy to:*  
Craig F. Arcella  
Cravath, Swaine & Moore LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019  
(212) 474-1000

**Approximate date of commencement of proposed sale to the public:** From time to time after this registration statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer

Non-accelerated filer  Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

**CALCULATION OF REGISTRATION FEE**

| Title of each class of securities to be registered (1) | Amount to be Registered (1) | Proposed Maximum Offering Price Per Unit (1) | Maximum Aggregate Offering Price (1) | Amount of Registration Fee (1) |
|--|-----------------------------|--|--------------------------------------|--------------------------------|
| <b>Genpact Limited</b>                                 |                             |  |                                      |                                |
| Guarantees of Debt Securities (2)                      |                             |  |                                      |                                |
| <b>Genpact Luxembourg S.à r.l.</b>                     |                             |  |                                      |                                |
| Debt Securities  |                             |  |                                      |                                |

(1) An indeterminate amount of the securities of each identified class is being registered as may from time to time be offered hereunder at indeterminate prices. In accordance with Rules 456(b) and 457(r) under the Securities Act of 1933, as amended (the "Securities Act"), the registrants are deferring payment of all registration fees and will pay the registration fees subsequently in advance or on a "pay-as-you-go" basis.

(2) No separate consideration will be received for the guarantees of the debt securities being registered. In accordance with Rule 457(n) under the Securities Act, no registration fee is payable with respect to the guarantees.

## EXPLANATORY NOTE

This Post-Effective Amendment No. 1 (this “Amendment”) to the Registration Statement on Form S-3 (File No. 333-230982) (the “Registration Statement”) of Genpact Limited, is being filed for the purposes of: (i) adding Genpact Luxembourg S.à r.l., an indirect wholly-owned subsidiary of Genpact Limited, as a co-registrant under the Registration Statement and registering an indeterminate amount of debt securities (the “debt securities”) of Genpact Luxembourg S.à r.l. as an additional class of securities that may be offered pursuant to the Registration Statement, (ii) registering guarantees (the “guarantees” and, together with the debt securities, the “securities”) by Genpact Limited of the debt securities as an additional class of securities that may be offered pursuant to the Registration Statement, (iii) filing a prospectus relating to the securities and (iv) filing additional exhibits to the Registration Statement. This Amendment shall become effective immediately upon filing with the Securities and Exchange Commission (the “SEC”).

PROSPECTUS

# Genpact Limited

Guarantees of Debt Securities

## Genpact Luxembourg S.à r.l.

### Debt Securities

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We may issue securities from time to time in one or more offerings. This prospectus describes the general terms of these securities and the general manner in which these securities will be offered. We will provide the specific terms of these securities in supplements to this prospectus. The prospectus supplements will also describe the specific manner in which these securities will be offered and may also supplement, update or amend information contained in this document. You should read this prospectus and any applicable prospectus supplement before you invest.

We may offer these securities in amounts, at prices and on terms determined at the time of offering. The securities may be sold directly to you, through agents, or through underwriters and dealers. If agents, underwriters or dealers are used to sell the securities, we will name them and describe their compensation in a prospectus supplement.

Our common shares trade on The New York Stock Exchange under the symbol "G."

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**Investing in these securities involves risk. See "[Risk Factors](#)" on page 7 of this prospectus, included in any accompanying prospectus supplement and in the documents incorporated by reference in this prospectus for a discussion of the factors you should carefully consider before deciding to purchase these securities.**

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Neither the SEC nor any state or foreign securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is November 14, 2019.

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## ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission, which we refer to as the SEC, utilizing a “shelf” registration process. Under this shelf registration process, we may from time to time sell the securities described in this prospectus in one or more offerings.

This prospectus provides you with a general description of the securities we may offer. Each time we sell securities, we will provide one or more prospectus supplements that will contain specific information about the terms of the offering. The prospectus supplement may also add, update or change information contained in this prospectus. You should read both this prospectus and the accompanying prospectus supplement together with the additional information described under the heading “Where You Can Find More Information” appearing below.

You should rely only on the information contained in or incorporated by reference in this prospectus, any accompanying prospectus supplement or in any related free writing prospectus filed by us with the SEC. We have not authorized anyone to provide you with different information. This prospectus and the accompanying prospectus supplement do not constitute an offer to sell or the solicitation of an offer to buy any securities other than the securities described in the accompanying prospectus supplement or an offer to sell or the solicitation of an offer to buy such securities in any circumstances in which such offer or solicitation is unlawful. You should assume that the information appearing in this prospectus, any prospectus supplement, the documents incorporated by reference and any related free writing prospectus is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed materially since those dates.

Unless otherwise stated or the context otherwise indicates, references in this prospectus to “Genpact,” “we,” “our,” “us” and “the Company” refer, collectively, to Genpact Limited, a Bermuda company, and its consolidated subsidiaries.

## WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to the public over the Internet at the SEC's website at <http://www.sec.gov>. Copies of certain information filed by us with the SEC are also available on our website at <http://www.genpact.com>. The information on our website is not incorporated by reference into this prospectus and should not be considered to be a part of this prospectus. Our website address is included in this prospectus as an inactive technical reference only.

This prospectus is part of a registration statement we filed with the SEC. This prospectus omits some information contained in the registration statement in accordance with SEC rules and regulations. You should review the information and exhibits in the registration statement for further information on us and our consolidated subsidiaries and the securities we are offering. Statements in this prospectus concerning any document we filed as an exhibit to the registration statement or that we otherwise filed with the SEC are not intended to be comprehensive and are qualified by reference to these filings. You should review the complete document to evaluate these statements.

## INCORPORATION BY REFERENCE

The SEC allows us to incorporate by reference much of the information we file with the SEC, which means that we can disclose important information to you by referring you to those publicly available documents. The information that we incorporate by reference in this prospectus is considered to be part of this prospectus. Because we are incorporating by reference future filings with the SEC, this prospectus is continually updated and those future filings may modify or supersede some of the information included or incorporated in this prospectus. This means that you must look at all of the SEC filings that we incorporate by reference to determine if any of the statements in this prospectus or in any document previously incorporated by reference have been modified or superseded.

This prospectus incorporates by reference the documents listed below (File No. 001-33626) and any future filings we make with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (in each case, other than those documents or the portions of those documents not deemed to be filed) until the offering of the securities under the registration statement is terminated or completed:

- Genpact's Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2018, as filed with the SEC on March 1, 2019;
- Genpact's Quarterly Reports for the quarterly periods ended March 31, 2019, June 30, 2019 and September 30, 2019, as filed with the SEC on [May 10, 2019](#), [August 9, 2019](#) and [November 8, 2019](#), respectively; and
- Genpact's Current Reports on Form 8-K, as filed with the SEC on [January 22, 2019](#), [February 14, 2019](#), [May 14, 2019](#), [May 23, 2019](#), [August 15, 2019](#) and [November 12, 2019](#).

You may request a copy of these filings, which we will deliver to you at no cost, by writing or calling us at the following address and telephone number:

Genpact Limited  
c/o Genpact LLC  
1155 Avenue of the Americas, 4th Floor  
New York, NY 10036  
Attn: Investor Relations  
Telephone: (646) 624-5913

## FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated or deemed to be incorporated by reference herein may contain “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. In some cases, you can identify these statements by forward-looking terms such as “expect,” “anticipate,” “intend,” “plan,” “believe,” “seek,” “estimate,” “could,” “may,” “shall,” “will,” “would” and variations of such words and similar expressions, or the negative of such words or similar expressions. These forward-looking statements, which are subject to risks, uncertainties and assumptions about us, may include projections of our future financial performance, which in some cases may be based on our growth strategies and anticipated trends in our business. These statements are only predictions based on our current expectations and projections about future events.

There are important factors that could cause our actual results, level of activity, performance or achievements to differ materially from those expressed or implied by the forward-looking statements. In particular, you should consider the numerous risks outlined in the section of this prospectus and any accompanying prospectus supplement entitled “Risk Factors,” as well as in our Annual Report on Form 10-K for the fiscal year ended December 31, 2018, and our other filings with the SEC that are incorporated or deemed to be incorporated by reference in this prospectus.

These forward-looking statements include, but are not limited to, statements relating to:

- our ability to retain existing clients and contracts;
- our ability to win new clients and engagements;
- the expected value of the statements of work under our master service agreements;
- our beliefs about future trends in our market;
- political, economic or business conditions in countries where we have operations or where our clients operate, including the uncertainty related to the proposed withdrawal of the United Kingdom from the European Union, commonly known as Brexit, and heightened economic and political uncertainty within and among other European Union member states;
- expected spending on business process outsourcing and information technology services by clients;
- foreign currency exchange rates;
- our ability to convert bookings to revenue;
- our rate of employee attrition;
- our effective tax rate; and
- competition in our industry.

Factors that may cause actual results to differ from expected results include, among others:

- our ability to develop and successfully execute our business strategies;
- our ability to grow our business and effectively manage growth and international operations while maintaining effective internal controls;
- our dependence on favorable policies and tax laws that may be changed or amended in a manner adverse to us or be unavailable to us in the future, including as a result of recently adopted tax legislation in the United States, and our ability to effectively execute our tax planning strategies;
- our ability to comply with data protection laws and regulations and to maintain the security and confidentiality of personal and other sensitive data of our clients, employees or others;

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- our dependence on revenues derived from clients in the United States and Europe and clients that operate in certain industries, such as the financial services industry;
- our ability to successfully consummate or integrate strategic acquisitions;
- our ability to maintain pricing and asset utilization rates;
- our ability to hire and retain enough qualified employees to support our operations;
- increases in wages in locations in which we have operations;
- our ability to service our defined contribution and benefit plan payment obligations;
- clarification as to the possible retrospective application of a judicial pronouncement in India regarding our defined contribution and benefit plan payment obligations;
- our relative dependence on the General Electric Company (“GE”) and our ability to maintain our relationships with divested GE businesses;
- financing terms, including, but not limited to, changes in the London Interbank Offered rate, or LIBOR, including the pending global phase-out of LIBOR, and changes to our credit ratings;
- our ability to meet our corporate funding needs, pay dividends and service debt, including our ability to comply with the restrictions that apply to our indebtedness that may limit our business activities and investment opportunities;
- restrictions on visas for our employees traveling to North America and Europe;
- fluctuations in currency exchange rates between the currencies in which we transact business, primarily the U.S. dollar, Australian dollar, Chinese renminbi, Euro, Indian rupee, Japanese yen, Mexican peso, Philippine peso, Polish zloty, Romanian leu, Hungarian Forint and U.K. pound sterling;
- our ability to retain senior management;
- the selling cycle for our client relationships;
- our ability to attract and retain clients and our ability to develop and maintain client relationships on attractive terms;
- legislation in the United States or elsewhere that adversely affects the performance of business process outsourcing and information technology services offshore;
- increasing competition in our industry;
- telecommunications or technology disruptions or breaches, cyberattacks or natural or other disasters;
- our ability to protect our intellectual property and the intellectual property of others;
- deterioration in the global economic environment and its impact on our clients, including the bankruptcy of our clients;
- regulatory, legislative and judicial developments, including the withdrawal of governmental fiscal incentives;
- the international nature of our business;
- technological innovation;
- our ability to derive revenues from new service offerings and acquisitions; and
- unionization of any of our employees.



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Although we believe the expectations reflected in the forward-looking statements are reasonable at the time they are made, we cannot guarantee future results, level of activity, performance or achievements. Achievement of future results is subject to risks, uncertainties, and potentially inaccurate assumptions. Should known or unknown risks or uncertainties materialize, or should underlying assumptions prove inaccurate, actual results could differ materially from past results and those anticipated, estimated or projected. You should bear this in mind as you consider forward-looking statements. Except as required by law, we undertake no obligation to update any of these forward-looking statements after the date of this prospectus to conform our prior statements to actual results or revised expectations. You are advised, however, to consult any further disclosures we make on related subjects in our Forms 10-K, 10-Q and 8-K reports to the SEC. See “Where You Can Find More Information” and “Incorporation By Reference.”

## **ABOUT GENPACT LIMITED**

Genpact is a global professional services firm that makes business transformation real. We drive digital-led innovation and digitally-enabled intelligent operations for our clients, guided by our experience running thousands of processes primarily for Fortune Global 500 companies. We have more than 93,000 employees serving clients in key industry verticals from more than 30 countries.

Genpact Limited is a Bermuda exempted company. Its registered office is located at Victoria Place, 5th Floor, 31 Victoria Street, Hamilton, Bermuda, HM 10 and its telephone number at that address is (441) 294-8000. The administrative and principal office of its affiliate, Genpact LLC, in the United States is located at 1155 Avenue of the Americas, 4th Floor, New York, NY 10036.

## **ABOUT GENPACT LUXEMBOURG S.À R.L.**

Genpact Luxembourg S.à r.l. is an indirect, wholly-owned subsidiary of Genpact Limited. It is a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg and registered with the Luxembourg trade and company register under number B131.149. Its registered office is located at 12F, Rue Guillaume Kroll, L-1882 Luxembourg.

## **RISK FACTORS**

Investing in the securities described in this prospectus involves certain risks. You are urged to carefully read and consider the risk factors relating to an investment in such securities described in our Annual Report on Form 10-K for the year ended December 31, 2018 and in any subsequent Quarterly Reports on Form 10-Q and Annual Reports on Form 10-K under Item 1A, “Risk Factors,” as well as in any subsequent periodic or current reports filed with the SEC under the Exchange Act that include “Risk Factors” or that discuss risks to us. Before making an investment decision, you should carefully consider these risks, as well as any other information that we include or incorporate by reference in this prospectus or any prospectus supplement. The prospectus supplement applicable to each type or series of securities we may offer may contain a discussion of additional risks applicable to an investment in the securities described in this prospectus and the particular type of securities we are offering under that prospectus supplement.

## USE OF PROCEEDS

We intend to use the net proceeds from the sale of any securities offered under this prospectus for general corporate purposes unless otherwise indicated in the applicable prospectus supplement. General corporate purposes may include the acquisition of companies or businesses, repayment and refinancing of debt, working capital and capital expenditures. We may temporarily invest the net proceeds in investment-grade, interest-bearing securities until they are used for their stated purpose. We have not determined the amount of net proceeds to be used specifically for such purposes. As a result, management will retain broad discretion over the allocation of net proceeds.

## **DESCRIPTION OF DEBT SECURITIES AND GUARANTEES**

The debt securities will be direct unsecured obligations of Genpact Luxembourg S.à r.l. and will be senior debt securities. The debt securities will be issued under the indenture filed as an exhibit to the registration statement of which this prospectus is a part. The indenture will be subject to and governed by the Trust Indenture Act of 1939.

Genpact Luxembourg S.à r.l. may issue the debt securities in one or more series. Specific terms of each series of debt securities will be contained in a supplemental indenture. The specific terms will be described in a prospectus supplement.

The debt securities will be fully and unconditionally guaranteed by Genpact Limited, as the guarantor.

## FORM OF DEBT SECURITIES

Each debt security will be represented either by a certificate issued in definitive form to a particular investor or by one or more global securities representing the entire issuance of securities. Unless the applicable prospectus supplement provides otherwise, certificated securities in definitive form and global securities will be issued in registered form. Definitive securities name you or your nominee as the owner of the security, and in order to transfer or exchange these securities or to receive payments other than interest or other interim payments, you or your nominee must physically deliver the securities to the trustee, registrar, paying agent or other agent, as applicable. Global securities name a depository or its nominee as the owner of the debt securities represented by these global securities. The depository maintains a computerized system that will reflect each investor's beneficial ownership of the securities through an account maintained by the investor with its broker/dealer, bank, trust company or other representative, as we explain more fully below.

### Registered Global Securities

We may issue the debt securities in the form of one or more fully registered global securities that will be deposited with a depository or its nominee identified in the applicable prospectus supplement and registered in the name of that depository or nominee. In those cases, one or more registered global securities will be issued in a denomination or aggregate denominations equal to the portion of the aggregate principal or face amount of the debt securities to be represented by registered global securities. Unless and until it is exchanged in whole for securities in definitive registered form, a registered global security may not be transferred except as a whole by and among the depository for the registered global security, the nominees of the depository or any successors of the depository or those nominees.

If not described below, any specific terms of the depository arrangement with respect to any securities to be represented by a registered global security will be described in the prospectus supplement relating to those securities. We anticipate that the following provisions will apply to all depository arrangements.

Ownership of beneficial interests in a registered global security will be limited to persons, called participants, that have accounts with the depository or persons that may hold interests through participants. Upon the issuance of a registered global security, the depository will credit, on its book-entry registration and transfer system, the participants' accounts with the respective principal or face amounts of the securities beneficially owned by the participants. Any dealers, underwriters or agents participating in the distribution of the securities will designate the accounts to be credited. Ownership of beneficial interests in a registered global security will be shown on, and the transfer of ownership interests will be effected only through, records maintained by the depository, with respect to interests of participants, and on the records of participants, with respect to interests of persons holding through participants. The laws of some states may require that some purchasers of securities take physical delivery of these securities in definitive form. These laws may impair your ability to own, transfer or pledge beneficial interests in registered global securities.

So long as the depository, or its nominee, is the registered owner of a registered global security, that depository or its nominee, as the case may be, will be considered the sole owner or holder of the securities represented by the registered global security for all purposes under the indenture. Except as described below, owners of beneficial interests in a registered global security will not be entitled to have the securities represented by the registered global security registered in their names, will not receive or be entitled to receive physical delivery of the securities in definitive form and will not be considered the owners or holders of the securities under the indenture. Accordingly, each person owning a beneficial interest in a registered global security must rely on the procedures of the depository for that registered global security and, if that person is not a participant, on the procedures of the participant through which the person owns its interest, to exercise any rights of a holder under the indenture. We understand that under existing industry practices, if we request any action of holders or if an owner of a beneficial interest in a registered global security desires to give or take any action that a holder is entitled to give or take under the indenture, the depository for the registered global security would authorize the

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participants holding the relevant beneficial interests to give or take that action, and the participants would authorize beneficial owners owning through them to give or take that action or would otherwise act upon the instructions of beneficial owners holding through them.

Principal, premium, if any, and interest payments on debt securities represented by a registered global security registered in the name of a depositary or its nominee will be made to the depositary or its nominee, as the case may be, as the registered owner of the registered global security. None of us, or any trustee, or any other agent of ours or of any trustee will have any responsibility or liability for any aspect of the records relating to payments made on account of beneficial ownership interests in the registered global security or for maintaining, supervising or reviewing any records relating to those beneficial ownership interests.

We expect that the depositary for any of the securities represented by a registered global security, upon receipt of any payment to holders of principal, premium, interest or other distribution of underlying securities or other property to holders on that registered global security, will immediately credit participants' accounts in amounts proportionate to their respective beneficial interests in that registered global security as shown on the records of the depositary. We also expect that payments by participants to owners of beneficial interests in a registered global security held through participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers or registered in "street name," and will be the responsibility of those participants.

If the depositary for any of the securities represented by a registered global security is at any time unwilling or unable to continue as depositary or ceases to be a clearing agency registered under the Exchange Act, and a successor depositary registered as a clearing agency under the Exchange Act is not appointed by us within 90 days, we will issue securities in definitive form in exchange for the registered global security that had been held by the depositary. Any securities issued in definitive form in exchange for a registered global security will be registered in the name or names that the depositary gives to the trustee or other relevant agent of ours or theirs. It is expected that the depositary's instructions will be based upon directions received by the depositary from participants with respect to ownership of beneficial interests in the registered global security that had been held by the depositary.

## PLAN OF DISTRIBUTION

We may sell securities:

- through underwriters;
- through dealers;
- through agents;
- directly to purchasers; or
- through a combination of any of these methods of sale.

We may directly solicit offers to purchase securities, or agents may be designated to solicit such offers. We will, in the prospectus supplement relating to such offering, name any agent that could be viewed as an underwriter under the Securities Act, and describe any commissions that we must pay. Any such agent will be acting on a best efforts basis for the period of its appointment or, if indicated in the applicable prospectus supplement, on a firm commitment basis. This prospectus may be used in connection with any offering of the securities through any of these methods or other methods described in the applicable prospectus supplement.

The distribution of the securities may be effected from time to time in one or more transactions:

- at a fixed price, or prices, which may be changed from time to time;
- at market prices prevailing at the time of sale;
- at prices related to such prevailing market prices; or
- at negotiated prices.

Each prospectus supplement will describe the method of distribution of the securities and any applicable restrictions.

The prospectus supplement with respect to the securities of a particular series will describe the terms of the offering of the securities, including the following:

- the name of the agent or any underwriters;
- the public offering or purchase price;
- any discounts and commissions to be allowed or paid to the agent or underwriters;
- all other items constituting underwriting compensation;
- any discounts and commissions to be allowed or paid to dealers; and
- any exchanges on which the securities will be listed.

If any underwriters or agents are utilized in the sale of the securities in respect of which this prospectus is delivered, we will enter into an underwriting agreement or other agreement with them at the time of sale to them, and we will set forth in the prospectus supplement relating to such offering the names of the underwriters or agents and the terms of the related agreement with them.

If a dealer is utilized in the sale of the securities in respect of which this prospectus is delivered, we will sell such securities to the dealer, as principal. The dealer may then resell such securities to the public at varying prices to be determined by such dealer at the time of resale.

Agents, underwriters, dealers and other persons may be entitled under agreements which they may enter into with us to indemnification by us against certain civil liabilities, including liabilities under the Securities Act, and may be customers of, engage in transactions with or perform services for us in the ordinary course of business.



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If so indicated in the applicable prospectus supplement, we will authorize underwriters or other persons acting as our agents to solicit offers by certain institutions to purchase securities from us pursuant to delayed delivery contracts providing for payment and delivery on the date stated in the prospectus supplement. Each contract will be for an amount not less than, and the aggregate amount of securities sold pursuant to such contracts shall not be less nor more than, the respective amounts stated in the prospectus supplement. Institutions with whom the contracts, when authorized, may be made include commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions and other institutions, but shall in all cases be subject to our approval. Delayed delivery contracts will not be subject to any conditions except that:

- the purchase by an institution of the securities covered under that contract shall not at the time of delivery be prohibited under the laws of the jurisdiction to which that institution is subject; and
- if the securities are also being sold to underwriters acting as principals for their own account, the underwriters shall have purchased such securities not sold for delayed delivery. The underwriters and other persons acting as our agents will not have any responsibility in respect of the validity or performance of delayed delivery contracts.

Certain agents, underwriters and dealers, and their associates and affiliates, may be customers of, have borrowing relationships with, engage in other transactions with, and/or perform services, including investment banking services, for us or one or more of our respective affiliates in the ordinary course of business.

In order to facilitate the offering of the securities, any underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the securities or any other securities the prices of which may be used to determine payments on such securities. Specifically, any underwriters may overallocate in connection with the offering, creating a short position for their own accounts. In addition, to cover overallocations or to stabilize the price of the securities or of any such other securities, the underwriters may bid for, and purchase, the securities or any such other securities in the open market. Finally, in any offering of the securities through a syndicate of underwriters, the underwriting syndicate may reclaim selling concessions allowed to an underwriter or a dealer for distributing the securities in the offering if the syndicate repurchases previously distributed securities in transactions to cover syndicate short positions, in stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market price of the securities above independent market levels. Any such underwriters are not required to engage in these activities and may end any of these activities at any time.

Under Rule 15c6-1 of the Exchange Act, trades in the secondary market generally are required to settle in two business days, unless the parties to any such trade expressly agree otherwise or the securities are sold by us to an underwriter in a firm commitment underwritten offering. The applicable prospectus supplement may provide that the original issue date for your securities may be more than two scheduled business days after the trade date for your securities. Accordingly, in such a case, if you wish to trade securities on any date prior to the second business day before the original issue date for your securities, you will be required, by virtue of the fact that your securities initially are expected to settle in more than two scheduled business days after the trade date for your securities, to make alternative settlement arrangements to prevent a failed settlement.

The securities may be new issues of securities and may have no established trading market. The securities may or may not be listed on a national securities exchange. We can provide no assurance as to the liquidity of or the existence of trading markets for any of the securities.

In compliance with the guidelines of the Financial Industry Regulatory Authority, or FINRA, the aggregate maximum discount, commission or agency fees or other items constituting underwriting compensation to be received by any FINRA member or independent broker-dealer will not exceed 8% of the proceeds from any offering pursuant to this prospectus and any applicable prospectus supplement.

## LEGAL MATTERS

Unless the applicable prospectus supplement indicates otherwise, certain legal matters with respect to the validity of the securities offered hereby relating to: (i) New York law will be passed upon for us by Cravath, Swaine & Moore LLP, New York, New York, (ii) Luxembourg law will be passed upon for us by Allen & Overy, *société en commandite simple (inscrite au barreau de Luxembourg)*, our Luxembourg counsel, and (iii) Bermuda law will be passed upon for us by Appleby (Bermuda) Limited, our Bermuda counsel.

## EXPERTS

The consolidated financial statements of Genpact Limited as of December 31, 2017 and 2018, and for each of the years in the three-year period ended December 31, 2018, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2018 have been incorporated by reference herein in reliance upon the reports of KPMG, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

The audit report on the effectiveness of internal control over financial reporting as of December 31, 2018, contains an explanatory paragraph that states that Genpact Limited acquired Barkawi Management Consultants GmbH & Co. KG and certain related entities, and Commonwealth Informatics Inc., and management excluded from its assessment of the effectiveness of Genpact Limited's internal control over financial reporting as of December 31, 2018, Barkawi Management Consultants GmbH & Co. KG and certain related entities and Commonwealth Informatics Inc.'s internal control over financial reporting associated with total assets of \$132,908 thousands (of which \$107,351 thousands represent goodwill and intangible assets included within the scope of the assessment) and total revenues of \$22,207 thousands included in the consolidated financial statements of Genpact Limited as of and for the year ended December 31, 2018. KPMG's audit of the internal control over financial reporting of Genpact Limited also excluded an evaluation of the internal control over financial reporting of Barkawi Management Consultants GmbH & Co. KG and certain related entities and Commonwealth Informatics Inc.

# **Genpact Limited**

**Guarantees of Debt Securities**

## **Genpact Luxembourg S.à r.l.**

**Debt Securities**

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**PROSPECTUS**

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**November 14, 2019**

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**PART II.**

**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 14. Other Expenses of Issuance and Distribution.**

Set forth below is an estimate (except in the case of the SEC's registration fee) of the amount of fees and expenses to be incurred in connection with the issuance and distribution of the offered securities, other than underwriting discounts and commissions.

|                                    |    |                   |
|------------------------------------|----|-------------------|
| SEC registration fee               | \$ | (1)               |
| Printing and engraving             |    | (2)               |
| Accounting services                |    | (2)               |
| Legal fees of registrants' counsel |    | (2)               |
| Trustee's fees and expenses        |    | (2)               |
| Total                              | \$ | <u>          </u> |

- (1) Deferred in reliance upon Rules 456(b) and 457(r).
- (2) These fees are calculated based on the securities offered and the number of issuances and accordingly cannot be estimated at this time.

**Item 15. Indemnification of Directors and Officers.**

**Luxembourg Registrant**

*Genpact Luxembourg S.à r.l. is a private limited liability company (société à responsabilité limitée) organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 12F, rue Guillaume Kroll, L-1882 Luxembourg and registered with the Luxembourg trade and companies register under number B131.149.*

The indemnification of managers of Luxembourg companies is not expressly regulated under Luxembourg law. The contractual relationship between a Luxembourg company and its managers is governed by the general rules of agency, and managers assume, by reason of their position, no personal liability in relation to any commitment validly made by them in the name of the Company, to the extent such commitment is in compliance with the articles of association of the company and the applicable provisions of Luxembourg law.

The Updated and Consolidated Articles of Association of Genpact Luxembourg S.à r.l. do not contain any indemnification provisions with respect to its managers.

The three managers of class B of Genpact Luxembourg S.à r.l. have each entered into an agency agreement with Genpact Limited pursuant to which Genpact Limited covenants that it will at all times indemnify and keep indemnified the relevant three managers of class B of Genpact Luxembourg S.à r.l. against all actions, suits, proceedings, claims demands, costs, charges and expenses whatsoever which may be made, taken or instituted against any of the three managers of class B or which may be incurred or become payable by any of the three managers of class B in connection with or arising out of any of the three managers of class B holding office of the Company or in connection with or arising out of any act or omission done or omitted to be done by any of the three managers of class B in its capacity as officer of Genpact Luxembourg S.à r.l., provided that this indemnity shall not extend to any actions, suits, proceedings, claims, demands, costs, and expenses whatsoever which may be made, taken or instituted against any of the three managers of class B or which may be incurred or become payable by any of the three managers of class B in respect of any negligence, willful misconduct, willful default or breach of agreement by any such manager of class B.

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### **Bermuda Registrant**

*Genpact Limited is organized under the laws of Bermuda.*

The bye-laws of Genpact Limited (the “Parent Guarantor”) provide for indemnification of the Parent Guarantor’s officers and directors against all liabilities, loss, damage or expense incurred or suffered by such party as an officer or director of the Parent Guarantor to the fullest extent authorized by the Companies Act 1981 of Bermuda, or the Companies Act.

The Companies Act provides that a Bermuda company may indemnify its directors and officers in respect of any loss arising or liability attaching to them as a result of any negligence, default or breach of trust of which they may be guilty in relation to the company in question. However, the Companies Act also provides that any provision, whether contained in the company’s bye-laws or in a contract or arrangement between the company and the director or officer, indemnifying a director or officer against any liability which would attach to him in respect of his fraud or dishonesty will be void.

The Parent Guarantor has entered into indemnification agreements with its directors. These agreements, among other things, provide that the Parent Guarantor will indemnify, and advance expenses on behalf of, its directors to the fullest extent permitted by applicable law. The indemnification agreements also establish the procedures that will apply under the agreements in the event a director makes a claim for indemnification.

The directors and officers of the Parent Guarantor are covered by directors’ and officers’ insurance policies maintained by the Parent Guarantor.

### **Item 16. Exhibits.**

The exhibits to this Post-Effective Amendment No. 1 to the Registration Statement are listed in the exhibit index, which appears elsewhere herein and is incorporated herein by reference.

### **Item 17. Undertakings.**

(a) Each undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
  - (ii) to reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and
  - (iii) to include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement;

*provided, however, that paragraphs (1)(i), (1)(ii) and (1)(iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by Genpact Limited pursuant to Section 13 or Section 15(d) of the Exchange Act, that are incorporated by reference in this registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of this registration statement.*

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- (2) That, for the purposes of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial *bona fide* offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for the purpose of determining liability under the Securities Act to any purchaser:
  - (i) each prospectus filed by the Registrants pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
  - (ii) each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.
- (5) That, for the purpose of determining liability of the Registrants under the Securities Act to any purchaser in the initial distribution of the securities, each of the undersigned Registrants undertakes that in a primary offering of securities of such undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, such undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
  - (i) any preliminary prospectus or prospectus of such undersigned Registrant relating to the offering required to be filed pursuant to Rule 424;
  - (ii) any free writing prospectus relating to the offering prepared by or on behalf of such undersigned Registrant or used or referred to by such undersigned Registrant;
  - (iii) the portion of any other free writing prospectus relating to the offering containing material information about such undersigned Registrant or its securities provided by or on behalf of such undersigned Registrant; and
  - (iv) any other communication that is an offer in the offering made by such undersigned Registrant to the purchaser.
- (b) Each undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of Genpact Limited's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

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- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrants pursuant to the foregoing provisions, or otherwise, the Registrants have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrants of expenses incurred or paid by a director, officer or controlling person of the Registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, each Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

**EXHIBIT INDEX**

| <u>Exhibit No.</u> | <u>Description</u>  |
|--------------------|---|
| 1***               | Form of Underwriting Agreement  |
| 3.1**              | <a href="#">Memorandum of Association of Genpact Limited (incorporated by reference to Exhibit 3.1 to Amendment No. 2 of the Registrant's Registration Statement on Form S-1 (File No. 333-142875) filed with the SEC on July 16, 2007)</a>   |
| 3.2**              | <a href="#">Bye-laws of Genpact Limited (incorporated by reference to Exhibit 3.3 to Amendment No. 4 of the Registrant's Registration Statement on Form S-1 (File No. 333-142875) filed with the SEC on August 1, 2007)</a>   |
| 3.3*               | <a href="#">Updated &amp; Consolidated Articles of Association of Genpact Luxembourg S.à r.l. (incorporated by reference to Exhibit 3.1 to Genpact Luxembourg S.à r.l.'s and Genpact Limited's Registration Statement on Form S-4 (File No. 333-225425) filed with the SEC on June 4, 2018)</a>                                   |
| 4.1*               | <a href="#">Base Indenture, dated as of March 27, 2017, by and among Genpact Luxembourg S.à r.l., Genpact Limited and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.1 to Genpact Limited's Current Report on Form 8-K (File No. 001-33626) filed with the SEC on March 28, 2017)</a> |
| 4.2***             | Form of Senior Note   |
| 5.1*               | <a href="#">Opinion of Cravath, Swaine &amp; Moore LLP</a>  |
| 5.2*               | <a href="#">Opinion of Allen &amp; Overy, société en commandite simple (inscrite au barreau de Luxembourg)</a>  |
| 5.3*               | <a href="#">Opinion of Appleby (Bermuda) Limited</a>  |
| 23.1*              | <a href="#">Consent of KPMG, Independent Registered Public Accounting Firm</a>  |
| 23.2*              | <a href="#">Consent of Cravath, Swaine &amp; Moore LLP (included in Exhibit 5.1)</a>  |
| 23.3*              | <a href="#">Consent of Allen &amp; Overy, société en commandite simple (inscrite au barreau de Luxembourg) (included in Exhibit 5.2)</a>  |
| 23.4*              | <a href="#">Consent of Appleby (Bermuda) Limited (included in Exhibit 5.3)</a>  |
| 24.1**             | <a href="#">Powers of Attorney of Genpact Limited (included in the signature pages to the Registration Statement)</a>   |
| 24.2*              | <a href="#">Power of Attorney of Genpact Limited (included in the signature pages to this Post-Effective Amendment No. 1 to the Registration Statement)</a>   |
| 24.3*              | <a href="#">Powers of Attorney of Genpact Luxembourg S.à r.l. (included in the signature pages to this Post-Effective Amendment No. 1 to the Registration Statement)</a>  |
| 25.1*              | <a href="#">The Statement of Eligibility on Form T-1 under the Trust Indenture Act of 1939 by Wells Fargo Bank, National Association (Form T-1)</a>   |

\* Filed herewith.

\*\* Previously filed.

\*\*\* To be filed by amendment or by a Current Report on Form 8-K.



**SIGNATURES**

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of New York, state of New York, on this 14th day of November, 2019.

GENPACT LIMITED

By: /s/ Heather White

Name: Heather White

Title: General Counsel and Corporate Secretary

**Power of Attorney**

I, the undersigned director of Genpact Limited, hereby constitute and appoint Heather White and Thomas Scholtes, and each of them singly, my true and lawful attorneys with full power to any of them, and to each of them singly, to sign for me and in my name in the capacity indicated below this Post-Effective Amendment No. 1 to the Registration Statement, any and all future amendments to said Registration Statement (including post-effective amendments) and generally to do all such things in my name and behalf in my capacity as director to enable Genpact Limited to comply with the provisions of the Securities Act, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming my signature as it may be signed by my said attorneys, or any of them, to the Registration Statement and any and all future amendments (including post-effective amendments) thereto.

| <u>Signature</u>                                  | <u>Title</u> | <u>Date</u>       |
|---|--------------|-------------------|
| <u>/s/ Stacey Cartwright</u><br>Stacey Cartwright | Director     | November 14, 2019 |

Pursuant to the requirements of the Securities Act, this Post-Effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

| <u>Signature</u>                                  | <u>Title</u>   | <u>Date</u>       |
|---|--|-------------------|
| *<br><u>N.V. Tyagarajan</u>                       | President, Chief Executive Officer and Director<br>(Principal Executive Officer) | November 14, 2019 |
| *<br><u>Edward J. Fitzpatrick</u>                 | Chief Financial Officer<br>(Principal Financial and Accounting Officer)          | November 14, 2019 |
| *<br><u>Robert Scott</u>                          | Director   | November 14, 2019 |
| *<br><u>Ajay Agrawal</u>                          | Director   | November 14, 2019 |
| <u>/s/ Stacey Cartwright</u><br>Stacey Cartwright | Director   | November 14, 2019 |
| *<br><u>Laura Conigliaro</u>                      | Director   | November 14, 2019 |

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| <u>Signature</u>  | <u>Title</u> | <u>Date</u>       |
|---|--------------|-------------------|
| *<br>_____<br>David Humphrey  | Director     | November 14, 2019 |
| *<br>_____<br>Carol Lindstrom   | Director     | November 14, 2019 |
| *<br>_____<br>James Madden  | Director     | November 14, 2019 |
| *<br>_____<br>CeCelia Morken  | Director     | November 14, 2019 |
| *<br>_____<br>Mark Nunnelly   | Director     | November 14, 2019 |
| *<br>_____<br>Mark Verdi  | Director     | November 14, 2019 |
| *By:<br><br>_____<br>/s/ Heather White<br>Heather White<br>Attorney-in-Fact |              | November 14, 2019 |

## SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Grand Duchy of Luxembourg, on this 14th day of November, 2019.

GENPACT LUXEMBOURG S.À R.L.

By: /s/ Harald Charbon  
Name: Harald Charbon  
Title: Class B Manager

## AUTHORIZED REPRESENTATIVE IN THE UNITED STATES

Pursuant to the requirements of the Securities Act, as amended, Genpact Luxembourg S.à r.l. has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed by the following duly authorized representative in the United States:

GENPACT LUXEMBOURG S.À R.L.

By: /s/ Lucinda Full  
Name: Lucinda Full  
Title: Class A Manager

## Power of Attorney

We, the undersigned managers of Genpact Luxembourg S.à r.l. hereby severally constitute and appoint Heather White and Thomas Scholtes, and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below this Post-Effective Amendment No. 1 to the Registration Statement, any and all future amendments to said Registration Statement (including post-effective amendments) and generally to do all such things in our name and behalf in our capacities as managers to enable Genpact Luxembourg S.à r.l. to comply with the provisions of the Securities Act, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any of them, to the Registration Statement and any and all future amendments (including post-effective amendments) thereto.

Pursuant to the requirements of the Securities Act, this Post-Effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

| <u>Signature</u>                                | <u>Title</u>    | <u>Date</u>       |
|---|-----------------|-------------------|
| <u>/s/ Lucinda Full</u><br>Lucinda Full         | Class A Manager | November 14, 2019 |
| <u>/s/ Stacy Simpson</u><br>Stacy Simpson       | Class A Manager | November 14, 2019 |
| <u>/s/ Rodica Gandore</u><br>Rodica Gandore     | Class A Manager | November 14, 2019 |
| <u>/s/ Christian Heinen</u><br>Christian Heinen | Class B Manager | November 14, 2019 |

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| <u>Signature</u>                                      | <u>Title</u>    | <u>Date</u>       |
|---|-----------------|-------------------|
| <u>/s/ Harald Charbon</u><br>Harald Charbon           | Class B Manager | November 14, 2019 |
| <u>/s/ Francesco Cavallini</u><br>Francesco Cavallini | Class B Manager | November 14, 2019 |

# CRAVATH, SWAINE & MOORE LLP

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CHRISTINE A. VARNEY  
PETER T. BARBUR  
THOMAS G. RAFFERTY  
MICHAEL S. GOLDMAN  
RICHARD HALL  
JULIE A. NORTH  
ANDREW W. NEEDHAM  
STEPHEN L. BURNS  
KATHERINE B. FORREST  
KEITH R. HUMMEL  
DAVID J. KAPPOS  
DANIEL SLIFKIN  
ROBERT I. TOWNSEND, III  
WILLIAM J. WHELAN, III  
PHILIP J. BOECKMAN  
WILLIAM V. FOGG  
FAIZA J. SASED  
RICHARD J. STARK

THOMAS E. DUNN  
MARK I. GREENE  
DAVID R. HARRIOTT  
MICHAEL A. PASKIN  
ANDREW J. PITTS  
MICHAEL T. REYNOLDS  
ANTONY L. RYAN  
GEORGE E. ZOBITZ  
GEORGE A. STEPHANAKIS  
DARIN P. MCATEE  
GARY A. BORNSTEIN  
TIMOTHY G. CAMERON  
KARIN A. DEMASI  
DAVID S. FINKELSTEIN  
DAVID GREENWALD  
RACHEL G. SKAISTIS  
PAUL H. ZUMBRO  
ERIC W. HILFERS  
GEORGE F. SCHOEN  
ERIK R. TAVZEL  
CRAIG F. ARCELLA  
DAMIEN R. ZOUBEK  
LAUREN ANGELLILLI  
TATIANA LAPUSHCHIK

ALYSSA K. CAPLES  
JENNIFER S. CONWAY  
MINH VAN NGO  
KEVIN J. ORSINI  
MATTHEW MORREALE  
JOHN D. BURETTA  
J. WESLEY EARNHARDT  
YONATAN EVEN  
BENJAMIN GRUENSTEIN  
JOSEPH D. ZAVAGLIA  
STEPHEN M. KESSING  
LAUREN A. MOSKOWITZ  
DAVID J. PERKINS  
JOHNNY G. SKUMPLJA  
J. LEONARD TETI, II  
D. SCOTT BENNETT  
TING S. CHEN  
CHRISTOPHER K. FARGO  
KENNETH C. HALCOM  
DAVID M. STUART  
AARON M. GRUBER  
O. KEITH HALLAM, III  
OMID H. NASAB  
DAMARIS HERNÁNDEZ

JONATHAN J. KATZ  
MARGARET SEGALL D'AMICO  
RORY A. LERARIS  
KARA L. MUNGOVAN  
NICHOLAS A. DORSEY  
ANDREW C. ELKEN  
JENNY HOCHENBERG  
VANESSA A. LAVELY  
G.J. LIGELIS JR.  
MICHAEL E. MARIANI  
LAUREN R. KENNEDY  
SASHA ROSENTHAL-LARREA  
ALLISON M. WEIN

SPECIAL COUNSEL  
SAMUEL C. BUTLER

OF COUNSEL  
MICHAEL L. SCHLER  
CHRISTOPHER J. KELLY

November 14, 2019

Genpact Luxembourg S.à r.l.  
Form S-3 Registration Statement

Dear Ladies and Gentlemen:

We have acted as special New York counsel to Genpact Luxembourg S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg (the "Company"), and Genpact Limited, an exempted company organized under the laws of Bermuda (the "Guarantor"), in connection with the filing by the Company and the Guarantor with the Securities and Exchange Commission (the "Commission") of Amendment No. 1 to the Registration Statement on Form S-3 (Registration No. 333-230982) (as so amended, the "Registration Statement") under the Securities Act of 1933, as amended (the "Act"), relating to the registration under the Act and the issuance and sale from time to time pursuant to Rule 415 under the Act of debt securities of the Company in one or more series (the "Debt Securities") and guarantees of the Debt Securities by the Guarantor (the "Guarantee").

Unless otherwise provided in any prospectus supplement forming a part of the Registration Statement relating to a particular series of the Debt Securities, the Debt Securities will be issued pursuant to the indenture dated as of March 27, 2017 (the "Base Indenture"), as supplemented by the first supplemental indenture dated as of March 27, 2017 (the "First Supplemental Indenture") and, together with the Base Indenture, the "Indenture"), among the Company, the Guarantor and Wells Fargo Bank, National Association, as trustee (the "Trustee").

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion, including the Indenture (including the Guarantee therein) and the form of Debt Securities included therein.

In rendering this opinion, we have assumed, with your consent and without independent investigation or verification, the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as duplicates or copies. We also have assumed, with your consent, that the Indenture (including the Guarantee therein) has been duly authorized, executed and delivered by the Company, the Guarantor and the Trustee and that the form of the Debt Securities will conform to that included in the Indenture.

Based on the foregoing and subject to the qualifications set forth herein, we are of opinion as follows:

1. When the Debt Securities have been duly authorized by the Company and executed, authenticated (including the due authentication of the Debt Securities by the Trustee), issued and delivered in accordance with the provisions of the Indenture (including any supplemental indenture related thereto) and any applicable purchase, underwriting or similar agreement approved by the Company and the Guarantor, and upon payment of the consideration therefor as provided for therein, such Debt Securities will constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms (subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws relating to or affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law).

2. When the Debt Securities have been duly authorized by the Company and executed, authenticated (including the due authentication of the Debt Securities by the Trustee), issued and delivered in accordance with the provisions of the Indenture (including any supplemental indenture related thereto) and any applicable purchase, underwriting or similar agreement approved by the Company and the Guarantor, and upon payment of the consideration therefor as provided for therein, the Guarantee will constitute the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms (subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws relating to or affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law).

We are admitted to practice in the State of New York, and we express no opinion as to matters governed by any laws other than the laws of the State of New York and the Federal laws of the United States of America. In particular, we do not purport to pass on any matter governed by the laws of Luxembourg or Bermuda. Insofar as the opinions expressed herein relate to or depend upon matters governed by the laws of other jurisdictions as they relate to the Company or the Guarantor, we have relied upon and assumed the correctness of, without independent investigation, the opinions of Allen & Overy, *société en commandite simple (inscrite au barreau de Luxembourg)*, Luxembourg counsel to the Company and Appleby (Bermuda) Limited, Bermuda counsel to the Guarantor, each of which is being delivered to you and filed with the Commission as an exhibit to the Registration Statement.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our firm under the caption "Legal Matters" in the prospectus constituting a part of the Registration Statement. In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Cravath, Swaine & Moore LLP

Genpact Luxembourg S.à r.l.  
12F, Rue Guillaume Kroll  
L-1882 Luxembourg

Genpact Limited  
Victoria Place, 5<sup>th</sup> Floor  
31 Victoria Street  
Hamilton, Bermuda, HM 10

Genpact Luxembourg S.à r.l.  
12F, Rue Guillaume Kroll  
L-1882 Luxembourg

Genpact Limited  
Canon's Court  
22 Victoria Street  
Hamilton HM 12, Bermuda

AND

Wells Fargo Bank, National Association

(the **Trustee** and, together with Genpact Luxembourg S.à r.l. and Genpact Limited, the **Addressees**)

Our ref 0101516-0000001 LU:15376566.1D  
Luxembourg, 14 November 2019

**Genpact Luxembourg S.à r.l.- Exhibit 5 Opinion**

Dear Sir or Madam,

1. We have acted as legal advisers in the Grand Duchy of Luxembourg (**Luxembourg**) to Genpact Luxembourg S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under Luxembourg law, having its registered office at 12F, rue Guillaume Kroll, L-1882 Luxembourg and registered with the Luxembourg trade and companies register (*Registre de commerce et des sociétés, Luxembourg*) (the **Register**) under number B131149 (the **Company**) in connection with the Agreements (as defined below).

**2. DOCUMENTS**

We have examined:

- 2.1 an e-mailed scanned copy of the restated articles of association (*statuts coordonnés*) of the Company dated 18 December 2017 (the **Articles**);
- 2.2 an electronic copy of a negative certificate (*certificat négatif*) issued by the Register in respect of the Company dated 14 November 2019 stating that on the day immediately prior to the date of issuance of the negative certificate, there were no records at the Register of any court order regarding, amongst others, a (i) bankruptcy adjudication against the Company, (ii) reprieve from payment (*sursis de paiement*), (iii) controlled management (*gestion contrôlée*) or (iv) composition with creditors (*concordat préventif de la faillite*) (the **Certificate**);

Allen & Overy, société en commandite simple, is an affiliated office of Allen & Overy LLP. Allen & Overy LLP or an affiliated undertaking has an office in each of: Abu Dhabi, Amsterdam, Antwerp, Bangkok, Barcelona, Beijing, Belfast, Bratislava, Brussels, Bucharest (associated office), Budapest, Casablanca, Dubai, Düsseldorf, Frankfurt, Hamburg, Hanoi, Ho Chi Minh City, Hong Kong, Istanbul, Jakarta (associated office), Johannesburg, London, Luxembourg, Madrid, Milan, Moscow, Munich, New York, Paris, Perth, Prague, Riyadh (cooperation office), Rome, São Paulo, Séoul, Shanghai, Singapore, Sydney, Tokyo, Warsaw, Washington, D.C. and Yangon.

**Allen & Overy**  
**société en commandite simple, inscrite au**  
**barreau de Luxembourg**

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frank.mausen@allenoverly.com

- 2.3 an e-mailed scanned signed copy of resolutions taken by the board of managers of the Company on 13 March 2017 (the **First 2017 Resolutions**);
- 2.4 an e-mailed scanned signed copy of circular resolutions taken by the managers of the Company on 24 March 2017 (the **Second 2017 Resolutions** and, together with the First 2017 Resolutions, the **2017 Resolutions**);
- 2.5 an e-mailed scanned signed copy of the circular resolutions taken by the managers of the Company on 11 November 2019 (the **2019 Resolutions** and together with the **Second 2017 Resolutions**, the **Circular Resolutions**);
- 2.6 an e-mailed scanned signed copy of a New York law governed indenture dated as of 27 March 2017 and made between the Company, Genpact Limited, as guarantor (the **Parent Guarantor**), and the Trustee (the **Base Indenture**) as amended by a first supplemental Indenture dated as of 27 March 2017 and made between, among others, the Company, the Parent Guarantor (as defined therein) and the Trustee (the **First Supplemental Indenture** and, together with the Base Indenture, the **Indenture**); and
- 2.7 an e-mailed scanned signed copy of Amendment No.1 to the Registration Statement on Form S-3 (as so amended, the **Registration Statement**) filed by the Company and the Parent Guarantor with the Securities and Exchange Commission with respect to the issue of debt securities by the Company from time to time and in one or more offerings (the **Debt Securities**) and guarantees of the Debt Securities by the Parent Guarantor (the **Guarantees**).

The documents listed in paragraphs 2.6 and 2.7 above are herein collectively referred to as the **Agreements**. The term “Agreements” includes, for the purposes of paragraphs 3. and 5. below, any document in connection therewith.

Unless otherwise provided herein, terms and expressions shall have the meaning ascribed to them in the Agreements. Capitalised terms defined in the Agreements, and otherwise defined herein, have the same meaning when used in this legal opinion.

Except as stated above, we have not, for the purposes of this legal opinion, examined any contracts, agreements, deeds, instruments or other documents relating to the Agreements or entered into by or affecting any party (including the Company) to any such contracts, agreements, deeds, instruments or documents, or any corporate records of any such party, and have not made any other enquiries concerning any such party. In particular, but without limitation, we have not investigated whether any such party will, by reason of the transactions contemplated by the Agreements, be in breach of any of its obligations under any such contracts, agreements, deeds, instruments or documents.

### 3. ASSUMPTIONS

In giving this legal opinion, we have assumed with your consent, and we have not verified independently:

- 3.1 the genuineness of all signatures, stamps and seals, the completeness and conformity to the originals of all the documents submitted to us as certified, photostatic, faxed, scanned or e-mailed copies or specimens and the authenticity of the originals of such documents and that the individuals purported to have signed, have in fact signed (and had the general legal capacity to sign) these documents;
- 3.2 the due authorisation, execution and delivery of the Agreements by all the parties thereto (other than the Company) as well as the power, authority and legal right of all the parties thereto (other than the Company) to enter into, execute, deliver and perform their respective obligations thereunder, and the compliance with all internal authorisation procedures by each party (other than the Company) for the execution by it of the Agreements to which it is expressed to be a party;



- 3.3 that all factual matters and statements relied upon or assumed herein were, are and will be (as the case may be) true, complete and accurate on the date of the execution of the Agreements;
- 3.4 that all authorisations, approvals and consents under any applicable law (other than Luxembourg law to the extent opined upon herein) which may be required in connection with the execution, delivery and performance of the Agreements have been or will be obtained;
- 3.5 that the Agreements have been in fact signed on behalf of the Company either in accordance with the Articles or in conformity with the relevant 2017 Resolutions and the 2019 Resolutions (as applicable);
- 3.6 that the place of the central administration (*siège de l'administration centrale*), the principal place of business (*principal établissement*) and the centre of main interests (within the meaning given to such term in Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast), as amended (the European Insolvency Regulation)) of the Company are located at the place of its registered office (*siège statutaire*) in Luxembourg and that the Company has no establishment (as such term is defined in the European Insolvency Regulation) outside Luxembourg;
- 3.7 that the Company complies with the provisions of the Luxembourg act dated 31 May 1999 concerning the domiciliation of companies, as amended;
- 3.8 that the Agreements are legally valid, binding and enforceable;
- 3.9 that the Agreements are entered into and performed by the parties thereto in good faith and without any intention of fraud or intention to deprive of any legal benefit any persons (including for the avoidance of doubt third parties) or to circumvent any applicable mandatory laws or regulations of any jurisdiction (including without limitation any tax laws);
- 3.10 that there are no provisions of the laws of any jurisdiction outside Luxembourg which would adversely affect, or otherwise have any negative impact on, the opinions expressed in this legal opinion;
- 3.11 that all the parties (including the Company) to the Base Indenture and the First Supplemental Indenture were, at the time of execution of the Base Indenture and the First Supplemental Indenture in 2017, companies duly organised, incorporated and existing in accordance with the laws of the jurisdiction of their respective incorporation and/or their registered office and/or the place of effective management; that in respect of all the parties to the Base Indenture and the First Supplemental Indenture, no steps had been taken, at the time of execution of the Base Indenture and the First Supplemental Indenture in 2017, pursuant to any insolvency, bankruptcy, liquidation or equivalent or analogous proceedings to appoint an administrator, bankruptcy receiver, insolvency officer or liquidator over the respective parties or their assets and that no voluntary or judicial winding-up or liquidation of such parties had been resolved or had become effective at the date thereof;
- 3.12 that all the parties to the Registration Statement (other than the Company) are companies duly organised, incorporated and existing in accordance with the laws of the jurisdiction of their respective incorporation and/or their registered office and/or the place of effective management; that in respect of all the parties to the Registration Statement, no steps have been taken pursuant to any insolvency, bankruptcy, liquidation or equivalent or analogous proceedings to appoint an

administrator, bankruptcy receiver, insolvency officer or liquidator over the respective parties or their assets and that no voluntary or judicial winding-up or liquidation of such parties has been resolved or become effective at the date hereof. In respect of the Company, we refer to the Certificate;

- 3.13 that the entry into and performance of the Agreements are for the corporate benefit (*intérêt social*) of the Company;
- 3.14 that the First 2017 Resolutions have not been amended, rescinded, revoked or declared void and that the meeting of the board of managers of the Company (as referred to in paragraph 2.3 above) has been duly convened and validly held and included a proper discussion and deliberation in respect of all the items of the agenda of that meeting;
- 3.15 that all managers signed the relevant Circular Resolutions, that the relevant Circular Resolutions have not been amended, rescinded, revoked or declared void and that each member of the board of managers of the Company has carefully considered the entry into and performance of the Agreements before signing the relevant Circular Resolutions;
- 3.16 that the Articles have not been modified since the date referred to in paragraph 2.1 above;
- 3.17 that the Indenture has not been amended, rescinded, revoked or declared void since the date referred to in paragraph 2.5 above;
- 3.18 that the Company does not carry out an activity in the financial sector on a professional basis (as referred to in the Luxembourg act dated 5 April 1993 relating to the financial sector, as amended);
- 3.19 that the Company does not carry out an activity requiring the granting of a business licence under the Luxembourg act dated 2 September 2011 relating to the establishment of certain businesses and business licences, as amended;
- 3.20 that the Company is not, is not deemed to be, and, as a result of entering into and performing its obligations under the Agreements, will not be, over-indebted in light of the current practice of the Luxembourg tax administration; and
- 3.21 the absence of any other arrangement by or between any of the parties to the Agreements or between the parties to the Agreements and any third parties which modifies or supersedes any of the terms of the Agreements or otherwise affects the opinions expressed herein.

#### **4. OPINIONS**

Based upon, and subject to, the assumptions made above and the qualifications set out below and subject to any matters not disclosed to us, we are of the opinion that, under the laws of Luxembourg in effect, as construed and applied by the Luxembourg courts in published Luxembourg court decisions, on the date hereof:

##### **4.1 Status**

The Company is a private limited liability company (*société à responsabilité limitée*) formed for an unlimited duration under the laws of Luxembourg.

#### 4.2 **Power, authority and authorisation**

The Company has the requisite corporate power and authority to enter into, deliver and perform the Agreements and to perform its obligations thereunder and has taken all necessary corporate actions to authorise the contents and the execution of the Agreements.

#### 4.3 **Due Execution**

The Agreements have been validly executed and delivered on behalf of the Company.

#### 4.4 **Non-conflict**

The execution, delivery and performance by the Company of the Agreements do not violate the Articles or any applicable law of Luxembourg relating to private limited liability companies generally.

#### 4.5 **No consents**

No authorisations, approvals or consents of governmental, judicial and public bodies and authorities of or in Luxembourg are required under statute in connection with the entry into or performance by the Company of the Agreements.

#### 4.6 **No immunity**

The Company is not entitled to claim immunity from jurisdiction or immunity from enforcement with respect to any action or proceeding brought in connection with their obligations under the Agreements in the courts of Luxembourg.

#### 4.7 **Certificate**

According to the Certificate, on the day immediately prior to the date of issuance of the Certificate, no court order was recorded with the Register pursuant to which the Company had been adjudicated bankrupt (*faillite*) or become subject to, or benefited from, a reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*) or composition with creditors (*concordat préventif de la faillite*), judicial liquidation or judicial appointment of a temporary administrator.

### 5. **QUALIFICATIONS**

The above opinions are subject to the following qualifications:

- 5.1 The opinions expressed herein are subject to, and may be affected or limited by, the provisions of any applicable bankruptcy (*faillite*), insolvency, liquidation, reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), composition with creditors (*concordat préventif de la faillite*), reorganisation proceedings or similar Luxembourg or foreign law proceedings or regimes affecting the rights of creditors generally.
- 5.2 We express no tax opinion whatsoever in respect of the Company or the tax consequences of the transactions contemplated by the Agreements.
- 5.3 We express no opinion whatsoever on regulatory matters or on matters of fact or on matters other than those expressly set forth in this legal opinion, and no opinion is, or may be, implied or inferred herefrom.
- 5.4 A search at the Register is not capable of conclusively revealing whether a (and the Certificate does not constitute conclusive evidence that no) winding-up resolution or petition, or an order adjudicating or declaring a, or a petition or filing for, bankruptcy or reprieve from payment (*sursis*

- de paiement*), controlled management (*gestion contrôlée*), composition with creditors (*concordat préventif de la faillite*) or judicial liquidation (*liquidation judiciaire*) or similar action has been adopted or made.
- 5.5 The corporate documents of, and relevant court orders affecting, a Luxembourg company (including, but not limited to, the notice of a winding-up order or resolution, notice of the appointment of a receiver or similar officer) may not be held at the Register immediately and there is generally a delay in the relevant document appearing on the files regarding the company concerned. Furthermore, it cannot be ruled out that the required filing of documents has not occurred or that documents filed with the Register may have been mislaid or lost. In accordance with Luxembourg company law, changes or amendments to corporate documents to be filed at the Register will be effective (*opposable*) vis-à-vis third parties only as of the day of their publication in the Luxembourg official gazette (*Mémorial C, Recueil des Sociétés et Associations* or *RESA, Recueil électronique des sociétés et associations*, as applicable) unless the company proves that the relevant third parties had prior knowledge thereof.
- 5.6 We express no opinion on the legal validity and the enforceability of the Agreements.
- 5.7 In the case of legal proceedings being brought before a Luxembourg court or production of the Agreements before an official Luxembourg authority, such Luxembourg court or official authority may require that the Agreements and/or any judgment obtained in a foreign court must be translated into French or German.
- 5.8 Punitive, treble or similar damages may not be enforceable in the Luxembourg courts.
- 5.9 The Registration Statement has been prepared by the Company, which has accepted responsibility for the information contained therein.
6. This legal opinion is as of this date and we undertake no obligation to update it or advise of changes hereafter occurring. We express no opinion as to any matters other than those expressly set forth herein, and no opinion is, or may be, implied or inferred herefrom. We express no opinion on any economic, financial or statistical information (including formulas determining payments to be made) contained in the Agreements (or any document in connection therewith).
7. This legal opinion is given on the express basis, accepted by each person who is entitled to rely on it, that this legal opinion and all rights, obligations or liability in relation to it are governed by, and shall be construed in accordance with, Luxembourg law and that any action or claim in relation to it can be brought exclusively before the courts of Luxembourg.
8. In this matter we have taken instructions solely from the Company. This legal opinion however has been addressed to the Addressees in connection with the Company's entry into the Agreements. We note that we have not advised the Addressees (other than the Company) on the legal implications of the Agreements (other than those specifically opined on herein). We exceptionally accept addressing this legal opinion to the Addressees (other than the Company) solely in relation to the matters opined on herein, but the giving of this legal opinion is not to be taken as implying that we owe the Addressees (other than the Company) any duty of care (other than in respect of the accuracy of the opinions expressly provided herein) in relation to the Agreements, the transactions contemplated by the Agreements or their commercial or financial implications. The fact that we have provided this legal opinion to the Addressees (other than the Company) shall further not be deemed to have created any client relationship between us and the Addressees. The following provisions shall also apply in respect of the provision of this legal opinion to the Addressees (other than the Company), except that if and to the extent that any general terms of engagement that we may have in place at the date of this legal opinion with the Addressees (other than the Company) where such Addressees

- (other than the Company) are our clients have a different effect, then such other effect shall apply in relation to the provision of this legal opinion:
- 8.1 we shall have no obligation to advise the Addressees (other than the Company) in the future on any of the matters referred to in this legal opinion and the fact that we have provided this legal opinion to the Addressees (other than the Company) (i) shall not restrict us from representing and advising the Company (if the Company so requests) in relation to any matter at any time in the future (whether or not separate legal advisors are retained on any such matters by the Addressees (other than the Company)), and (ii) shall not be deemed to have caused us any conflict of interest in relation to the giving of any such advice; and
  - 8.2 as regards the Addressees (other than the Company), any non-contractual rights and obligations arising out of or in connection with this legal opinion are governed by and are to be construed in accordance with Luxembourg law and the courts of Luxembourg have exclusive jurisdiction in respect of any dispute or matter arising out of or in connection with this legal opinion.
  9. Any Addressee who is entitled to, and does, rely on this legal opinion agrees, by so relying, that, to the fullest extent permitted by law and regulation (and except in the case of wilful misconduct or fraud) there is no assumption of personal duty of care by, and such person will not bring any claim against, any individual who is a partner of, member of, employee of or consultant to Allen & Overy, *société en commandite simple*, Allen & Overy LLP or any other member of the group of Allen & Overy undertakings and that such person will instead confine any claim to Allen & Overy, *société en commandite simple*, Allen & Overy LLP or any other member of the group of Allen & Overy undertakings (and for this purpose “claim” means (save only where law and regulation applies otherwise) any claim, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise).
  10. Luxembourg legal concepts are expressed in English terms and not in their original French or German terms. The concepts concerned may not be identical to the concepts described by the same English terms as they exist under the laws of other jurisdictions. It should be noted that there are always irreconcilable differences between languages making it impossible to guarantee a totally accurate translation or interpretation. In particular, there are always some legal concepts which exist in one jurisdiction and not in another, and in those cases it is bound to be difficult to provide a completely satisfactory translation or interpretation because the vocabulary is missing from the language. We accept no responsibility for omissions or inaccuracies to the extent that they are attributable to such factors.

We hereby consent to the filing of this opinion with the United States Securities and Exchange Commission (the **Commission**) as an exhibit to the Registration Statement and to the use of our name under the caption “Legal Matters” in the Registration Statement. In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission. This opinion may be relied upon by Cravath, Swaine & Moore LLP in connection with the provision of its legal opinion to be rendered in connection with the Registration Statement.

Yours faithfully,

/s/ Frank Mausen

**Allen & Overy**  
**Frank Mausen\***  
**Partner**  
**Avocat à la Cour**

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\* This document is signed on behalf of Allen & Overy, a *société en commandite simple*, registered on list V of the Luxembourg bar. The individual signing this document is a qualified lawyer representing this entity.

**Genpact Luxembourg S.à r.l.**

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**Genpact Limited**

Victoria Place  
5th Floor  
31 Victoria Street  
Hamilton, HM10  
Bermuda

**Your Ref**

**Appleby Ref** 132386.0038/JW

14 November 2019

and

**Wells Fargo Bank, National Association**

**(Trustee** and, together with Genpact  
Luxembourg S.à r.l. and Genpact Limited,  
**Addressees)**

Bermuda Office  
Appleby (Bermuda)  
Limited  
Canon's Court  
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PO Box HM 1179  
Hamilton HM EX  
Bermuda

Dear Sirs

**Genpact Limited (Company)**

Tel +1 441 295 2244

[applebyglobal.com](http://applebyglobal.com)

**INTRODUCTION**

We have acted as Bermuda Counsel to the Company and this opinion as to Bermuda law is addressed to you in connection with the filing by the Company and Genpact Luxembourg S.à r.l. (**Issuer**) with the U.S. Securities and Exchange Commission (**SEC**) under the Securities Act of 1933, as amended (**Securities Act**), of Amendment No. 1 to the Registration Statement on Form S-3 (as so amended, **Registration Statement**) with respect to the issue of debt securities (**Debt Securities**) by the Issuer from time to time and in one or more offerings and guarantees of the Debt Securities by the Company (**Guarantees**).

This opinion as to Bermuda law is addressed to you in connection with the Registration Statement.

**OUR REVIEW**

For the purposes of giving this opinion we have examined and relied upon the documents listed in Part 1 of Schedule 1 to this opinion (**Documents**). We have not examined any other documents, even if they are referred to in the Registration Statement.

Appleby (Bermuda) Limited (the Legal Practice) is a company limited by shares incorporated in Bermuda and approved and recognised under the Bermuda Bar (Professional Companies) Rules 2009. "Partner" is a title referring to a director, shareholder or an employee of the Legal Practice. A list of such persons can be obtained from your relationship partner.

Bermuda ■ British Virgin Islands ■ Cayman Islands ■ Guernsey ■ Hong Kong ■ Isle of Man ■ Jersey ■ Mauritius ■  
Seychelles ■ Shanghai

For the purposes of giving this opinion we have carried out the Company Search and the Litigation Search described in Part 2 of Schedule 1.

We have not made any other enquiries concerning the Company and in particular we have not investigated or verified any matter of fact or representation (whether set out in the Documents or elsewhere) other than as expressly stated in this opinion.

Unless otherwise defined herein, capitalised terms have the meanings assigned to them in Schedule 1.

#### **ASSUMPTIONS AND RESERVATIONS**

We give the following opinions on the basis of the assumptions set out in Schedule 2 (**Assumptions**), which we have not verified, and subject to the reservations set out in Schedule 3 (**Reservations**).

#### **OPINIONS**

1. **Incorporation and Status:** The Company is an exempted company incorporated with limited liability and existing under the laws of Bermuda. The Company possesses the capacity to sue and be sued in its own name and is in good standing under the laws of Bermuda.
2. **Corporate Capacity:** The Company has all requisite corporate power and authority to enter into, execute, deliver and perform its obligations under the Subject Agreements and to take all action as may be necessary to complete the transactions contemplated thereby.
3. **Corporate Authorisation:** The execution, delivery and performance by the Company of the Subject Agreements and the transactions contemplated thereby have been duly authorised by all necessary corporate action on the part of the Company.
4. **Due Execution:** The Subject Agreements have been duly executed by or on behalf of the Company and each constitute legal, valid and binding obligations of the Company, enforceable against the Company.

## DISCLOSURE

This opinion is addressed to you solely for your benefit and is neither to be transmitted to any other person, nor relied upon by any other person or for any other purpose nor quoted or referred to in any public document nor filed with any governmental agency or person, without our prior written consent, except as may be required by law or regulatory authority. Further, this opinion speaks as of its date and is strictly limited to the matters stated herein and we assume no obligation to review or update this opinion if applicable law or the existing facts or circumstances should change.

This opinion is governed by and is to be construed in accordance with Bermuda law. It is given on the basis that it will not give rise to any legal proceedings with respect thereto in any jurisdiction other than Bermuda.

We hereby consent to the filing of this opinion with the SEC as an exhibit to the Registration Statement and to the use of our name under the caption "Legal Matters" in the Registration Statement. In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the SEC. This opinion may be relied upon by Cravath, Swaine & Moore LLP in connection with the provision of its legal opinion to be rendered in connection with the Registration Statement.

Yours faithfully

/s/ Appleby (Bermuda) Limited  
**Appleby (Bermuda) Limited**



## SCHEDULE 1

### Part 1

#### The Documents

1. A final form copy, in PDF format of Amendment No. 1 to the Registration Statement on Form S-3 (as so amended, **Registration Statement**) dated as of November 14, 2019, excluding the documents incorporated by reference therein.
2. A final form copy, in PDF format of the Indenture dated as of March 27, 2017, among the Issuer, the Company, as guarantor, and Wells Fargo Bank, National Association, as trustee (**Trustee**), as may be amended, supplemented or otherwise modified from time to time (**Indenture**).
3. A PDF copy of the Notice to the Public issued by the Bermuda Monetary Authority on 1 June 2005.
4. Certified copies of the Certificate of Incorporation, Memorandum of Association and Amended and Restated Bye-Laws of the Company (together the **Constitutional Documents**).
5. A certificate of compliance, dated November 8, 2019 issued by the Registrar of Companies in respect of the Company (**Certificate of Compliance**).
6. A PDF copy of the unanimous written resolution of the board of directors of the Company dated November 11, 2019 (**Resolutions**).
7. A copy of the results of the Litigation Search.
8. A copy of the results of the Company Search.

(The Indenture and the Registration Statement are together referred to in this opinion as the **Subject Agreements**)

### Part 2

#### Searches

1. A search of the entries and filings shown and available for inspection in respect of the Company in the register of charges and on file of the Company maintained in the register of companies at the office of the Registrar of Companies in Hamilton, Bermuda, as revealed by a search conducted as at 1.30pm on 8 November 2019 (**Company Search**).
2. A search of the entries and filings shown and available for inspection in respect of the Company in the Cause and Judgement Book of the Supreme Court maintained at the Registry of the Supreme Court in Hamilton, Bermuda, as revealed by a search conducted as at 2.00pm on 8 November 2019 (**Litigation Search**).

## SCHEDULE 2

### Assumptions

We have assumed:

1. (i) that the originals of all documents examined in connection with this opinion are authentic, accurate and complete; and (ii) the authenticity, accuracy, completeness and conformity to original documents of all documents submitted to us as copies;
2. that the Subject Agreements and any other documentation which was received by electronic means is complete, intact and in conformity with the transmission as sent;
3. that, insofar as any obligation under the Subject Agreements is to be performed by any of the parties thereto in any jurisdiction outside of Bermuda, its performance will be legal, valid and binding in accordance with the law of any jurisdiction other than Bermuda to which they are subject or in which they are respectively constituted and established;
4. the truth, accuracy and completeness of all representations and warranties or statements of fact or law (other than as to the laws of Bermuda in respect of matters upon which we have expressly opined) made in the Subject Agreements;
5. the accuracy, completeness and currency of the records and filing systems maintained at the public offices where we have searched or enquired or have caused searches or enquiries to be conducted, that such search and enquiry did not fail to disclose any information which had been filed with or delivered to the relevant body but had not been processed at the time when the search was conducted and the enquiries were made, and that the information disclosed by the Company Search and the Litigation Search is accurate and complete in all respects and such information has not been materially altered since the date of the Company Search and the Litigation Search;
6. that (i) the Subject Agreements are in the form of the documents approved in the Resolutions; (ii) all interests of the directors of the Company on the subject matter of the Resolutions, if any, were declared and disclosed in accordance with the law and Constitutional Documents; (iii) the Resolutions have not been revoked, amended or superseded, in whole or in part, and remain in full force and effect at the date of this opinion; and (iv) the directors of the Company have concluded that the entry by the Company into the Subject Agreements and such other documents approved by the Resolutions and the transactions contemplated thereby are *bona fide* in the best interests of the Company and for a proper purpose of the Company;
7. that there is no matter affecting the authority of the directors of the Company to effect entry by the Company into the Documents including breach of duty or lack of good faith which would have any adverse implications in relation to the opinions expressed in this opinion;

8. that any supplemental prospectus prepared in relation to the offer of the Guarantees, as contemplated by the Subject Agreements, will have been duly authorised by the Board of Directors of the Company and will comply with and have been prepared in accordance with all relevant legislation and the Constitutional Documents; and
9. that any contracts or instruments, including but not limited to indentures and warrant instruments, prepared in relation to the offer and creation of the Guarantees, as contemplated by the Subject Agreements, will comply with and have been prepared in accordance with all relevant legislation and the Constitutional Documents, and will constitute legal, valid and binding obligations of each of the parties therefore, enforceable in accordance with their terms, under the laws by which they are governed.

## SCHEDULE 3

### Reservations

Our opinion is subject to the following:

1. **Enforcement:** The term “enforceable” as used in this opinion means that there is a way of ensuring that each party performs an agreement or that there are remedies available for breach. Notwithstanding that the obligations established by the Subject Agreements are obligations which the Bermuda courts would generally enforce, they may not necessarily be capable of enforcement in all circumstances in accordance with their terms.
2. **Good Standing:** The term “good standing” means that the Company has received a Certificate of Compliance from the Registrar of Companies and the Supervisor of Insurance.
3. **Company Searches:** In order to issue this opinion we have carried out the Company Search and Litigation Search referred to herein and have not enquired as to whether there has been any change since the date and time of such searches.

7

**Consent of Independent Registered Public Accounting Firm**

The Board of Directors  
Genpact Limited:

We consent to the use of our reports with respect to the consolidated financial statements and the effectiveness of internal control over financial reporting incorporated by reference herein and to the reference to our firm under the heading “Experts” in the prospectus.

Our report dated March 01, 2019, on the effectiveness of internal control over financial reporting as of December 31, 2018, contains an explanatory paragraph that states that Genpact Limited acquired Barkawi Management Consultants GmbH & Co. KG and certain related entities and Commonwealth Informatics Inc., and management excluded from its assessment of the effectiveness of the Company’s internal control over financial reporting as of December 31, 2018, Barkawi Management Consultants GmbH & Co. KG and certain related entities and Commonwealth Informatics Inc.’s internal control over financial reporting associated with total assets of \$132,908 thousands (of which \$107,351 thousands represent goodwill and intangible assets included within the scope of the assessment) and total revenues of \$22,207 thousands included in the consolidated financial statements of the Company as of and for the year ended December 31, 2018. Our audit of internal control over financial reporting of the Company also excluded an evaluation of the internal control over financial reporting of Barkawi Management Consultants GmbH & Co. KG and certain related entities and Commonwealth Informatics Inc.

/s/ KPMG  
Gurugram, Haryana, India  
November 14, 2019

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

**FORM T-1**

**STATEMENT OF ELIGIBILITY  
UNDER THE TRUST INDENTURE ACT OF 1939  
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE**

- CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b) (2)

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

(Exact name of trustee as specified in its charter)

**A National Banking Association**  
(Jurisdiction of incorporation or  
organization if not a U.S. national bank)

**94-1347393**  
(I.R.S. Employer  
Identification No.)

**101 North Phillips Avenue**  
**Sioux Falls, South Dakota**  
(Address of principal executive offices)

**57104**  
(Zip code)

**Wells Fargo & Company**  
**Law Department, Trust Section**  
**MAC N9305-175**  
**Sixth Street and Marquette Avenue, 17<sup>th</sup> Floor**  
**Minneapolis, Minnesota 55479**  
**(612) 667-4608**  
(Name, address and telephone number of agent for service)

**GENPACT LUXEMBOURG S.À R.L.**  
(Exact name of obligor as specified in its charter)

**Luxembourg**  
(State or other jurisdiction of  
incorporation or organization)

**98-0550714**  
(I.R.S. Employer  
Identification No.)

**12F, Rue Guillaume Kroll**  
**L-1882 Luxembourg**  
(Address of principal executive offices)

(Zip code)

**Senior Debt Securities**  
(Title of the indenture securities)

Item 1. General Information. Furnish the following information as to the trustee:

- (a) Name and address of each examining or supervising authority to which it is subject.

Comptroller of the Currency  
Treasury Department  
Washington, D.C.

Federal Deposit Insurance Corporation  
Washington, D.C.

Federal Reserve Bank of San Francisco  
San Francisco, California 94120

- (b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

Item 2. Affiliations with Obligor. If the obligor is an affiliate of the trustee, describe each such affiliation.

None with respect to the trustee.

No responses are included for Items 3-14 of this Form T-1 because the obligor is not in default as provided under Item 13.

Item 15. Foreign Trustee. Not applicable.

Item 16. List of Exhibits. List below all exhibits filed as a part of this Statement of Eligibility.

- Exhibit 1. A copy of the Articles of Association of the trustee now in effect.\*
- Exhibit 2. A copy of the Comptroller of the Currency Certificate of Corporate Existence for Wells Fargo Bank, National Association, dated January 14, 2015.\*
- Exhibit 3. A copy of the Comptroller of the Currency Certification of Fiduciary Powers for Wells Fargo Bank, National Association, dated January 6, 2014.\*
- Exhibit 4. Copy of By-laws of the trustee as now in effect.\*
- Exhibit 5. Not applicable.
- Exhibit 6. The consent of the trustee required by Section 321(b) of the Act.
- Exhibit 7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.
- Exhibit 8. Not applicable.
- Exhibit 9. Not applicable.

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\* Incorporated by reference to the exhibit of the same number to the trustee's Form T-1 filed as exhibit to the Filing 305B2 dated March 13, 2015 of file number 333-190926.



SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Boston and State of Massachusetts on the 24th of October, 2019.

WELLS FARGO BANK, NATIONAL ASSOCIATION



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Patrick T. Giordano  
Vice President

October 24, 2019

Securities and Exchange Commission  
Washington, D.C. 20549

Gentlemen:

In accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, the undersigned hereby consents that reports of examination of the undersigned made by Federal, State, Territorial, or District authorities authorized to make such examination may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION



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Patrick T. Giordano  
Vice President

## Exhibit 7

## Consolidated Report of Condition of

Wells Fargo Bank National Association  
of 101 North Phillips Avenue, Sioux Falls, SD 57104  
And Foreign and Domestic Subsidiaries,

at the close of business June 30, 2019, filed in accordance with 12 U.S.C. §161 for National Banks.

|   | Dollar Amounts<br>In Millions |
|---|-------------------------------|
| <b>ASSETS</b>   |                               |
| Cash and balances due from depository institutions:   |                               |
| Noninterest-bearing balances and currency and coin  | \$ 20,317                     |
| Interest-bearing balances   | 142,689                       |
| Securities:   |                               |
| Held-to-maturity securities   | 145,787                       |
| Available-for-sale securities   | 251,429                       |
| Equity Securities with readily determinable fair value not held for trading                       | 69                            |
| Federal funds sold and securities purchased under agreements to resell:                           |                               |
| Federal funds sold in domestic offices  | 68                            |
| Securities purchased under agreements to resell   | 55,111                        |
| Loans and lease financing receivables:  |                               |
| Loans and leases held for sale  | 16,171                        |
| Loans and leases, net of unearned income  | 913,117                       |
| LESS: Allowance for loan and lease losses   | 9,418                         |
| Loans and leases, net of unearned income and allowance  | 903,699                       |
| Trading Assets  | 48,804                        |
| Premises and fixed assets (including capitalized leases)  | 11,940                        |
| Other real estate owned   | 372                           |
| Investments in unconsolidated subsidiaries and associated companies                               | 13,025                        |
| Direct and indirect investments in real estate ventures   | 110                           |
| Intangible assets   | 36,665                        |
| Other assets  | 53,586                        |
| Total assets  | <u>\$ 1,699,842</u>           |
| <b>LIABILITIES</b>  |                               |
| Deposits:   |                               |
| In domestic offices   | \$ 1,291,135                  |
| Noninterest-bearing   | 394,107                       |
| Interest-bearing  | 897,028                       |
| In foreign offices, Edge and Agreement subsidiaries, and IBFs                                     | 55,048                        |
| Noninterest-bearing   | 1,124                         |
| Interest-bearing  | 53,924                        |
| Federal funds purchased and securities sold under agreements to repurchase:                       |                               |
| Federal funds purchased in domestic offices   | 2,901                         |
| Securities sold under agreements to repurchase  | 4,810                         |
| Trading liabilities   | 9,936                         |
| Other borrowed money<br>(Includes mortgage indebtedness and obligations under capitalized leases) | 125,064                       |
| Subordinated notes and debentures   | 11,952                        |
| Other liabilities   | 29,918                        |
| Total liabilities   | <u>\$ 1,530,764</u>           |
| <b>EQUITY CAPITAL</b>   |                               |
| Perpetual preferred stock and related surplus   | 0                             |
| Common stock  | 519                           |
| Surplus (exclude all surplus related to preferred stock)  | 114,628                       |
| Retained earnings   | 53,466                        |
| Accumulated other comprehensive income  | 146                           |
| Other equity capital components   | 0                             |
| Total bank equity capital   | 168,759                       |
| Noncontrolling (minority) interests in consolidated subsidiaries                                  | 319                           |
| Total equity capital  | 169,078                       |
| Total liabilities, and equity capital   | <u>\$ 1,699,842</u>           |

I, John R. Shrewsberry, Sr. EVP & CFO of the above-named bank do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

John R. Shrewsberry  
Sr. EVP & CFO

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Directors

James H. Quigley

Theodore F. Craver, Jr.

Juan A. Pujadas