

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

Form 10-Q

(Mark One)

Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the Quarterly Period ended **March 31, 2021**

Or

Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the Transition Period from _____ to _____

Commission file number: **001-33626**

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 No.)

**Canon's Court
22 Victoria Street
Hamilton HM 12
Bermuda
(441) 298-3300**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive office)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common shares, par value \$0.01 per share	G	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of May 4, 2021, there were 187,316,339 common shares, par value \$0.01 per share, of the registrant issued and outstanding.

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PART I - FINANCIAL INFORMATION

Item 1. Unaudited Consolidated Financial Statements

GENPACT LIMITED AND ITS SUBSIDIARIES Consolidated Balance Sheets (Unaudited)

(In thousands, except per share data and share count)

	Notes	As of December 31, 2020	As of March 31, 2021
Assets			
<i>Current assets</i>			
Cash and cash equivalents	4	\$ 680,440	\$ 644,002
Accounts receivable, net of allowance for credit losses of \$27,707 and \$28,290 as of December 31, 2020 and March 31, 2021, respectively	5	881,020	886,223
Prepaid expenses and other current assets	8	187,408	181,405
Total current assets		\$ 1,748,868	\$ 1,711,630
Property, plant and equipment, net	9	231,122	218,173
Operating lease right-of-use assets		304,714	307,330
Deferred tax assets	23	106,674	103,865
Intangible assets, net	10	236,732	215,976
Goodwill	10	1,695,688	1,689,365
Contract cost assets	20	225,897	233,004
Other assets, net of allowance for credit losses of \$3,134 and \$2,593 as of December 31, 2020 and March 31, 2021, respectively		323,818	308,581
Total assets		\$ 4,873,513	\$ 4,787,924
Liabilities and equity			
<i>Current liabilities</i>			
Short-term borrowings	11	\$ 250,000	\$ —
Current portion of long-term debt	12	33,537	33,544
Accounts payable		13,910	21,567
Income taxes payable	23	41,941	56,494
Accrued expenses and other current liabilities	13	806,769	675,098
Operating leases liability		56,479	57,035
Total current liabilities		\$ 1,202,636	\$ 843,738
Long-term debt, less current portion	12	1,307,371	1,646,230
Operating leases liability		289,363	290,400
Deferred tax liabilities	23	1,516	828
Other liabilities	14	238,398	257,104
Total liabilities		\$ 3,039,284	\$ 3,038,300
Shareholders' equity			
Preferred shares, \$0.01 par value, 250,000,000 authorized, none issued		—	—
Common shares, \$0.01 par value, 500,000,000 authorized, 189,045,661 and 187,176,339 issued and outstanding as of December 31, 2020 and March 31, 2021, respectively		1,885	1,867
Additional paid-in capital		1,636,026	1,630,445
Retained earnings		741,658	678,631
Accumulated other comprehensive income (loss)		(545,340)	(561,319)
Total equity		\$ 1,834,229	\$ 1,749,624
Commitments and contingencies	26		
Total liabilities and equity		\$ 4,873,513	\$ 4,787,924

See accompanying notes to the Consolidated Financial Statements.

GENPACT LIMITED AND ITS SUBSIDIARIES
Consolidated Statements of Income
(Unaudited)
(In thousands, except per share data and share count)

	Notes	Three months ended March 31,	
		2020	2021
Net revenues	20	\$ 923,192	\$ 946,071
Cost of revenue		604,771	600,928
Gross profit		\$ 318,421	\$ 345,143
<i>Operating expenses:</i>			
Selling, general and administrative expenses		197,342	200,732
Amortization of acquired intangible assets	10	10,741	16,176
Other operating (income) expense, net	21	(320)	353
Income from operations		\$ 110,658	\$ 127,882
Foreign exchange gains (losses), net		14,531	3,293
Interest income (expense), net	22	(11,696)	(12,342)
Other income (expense), net	25	(2,934)	1,392
Income before income tax expense		\$ 110,559	\$ 120,225
Income tax expense	23	24,861	28,952
Net income		\$ 85,698	\$ 91,273
Earnings per common share	18		
Basic		\$ 0.45	\$ 0.48
Diluted		\$ 0.44	\$ 0.47
Weighted average number of common shares used in computing earnings per common share	18		
Basic		190,626,757	188,650,112
Diluted		196,532,513	193,213,258

See accompanying notes to the Consolidated Financial Statements.

GENPACT LIMITED AND ITS SUBSIDIARIES
Consolidated Statements of Comprehensive Income (Loss)
(Unaudited)
(In thousands)

	Three months ended March 31,	
	2020	2021
Net income (loss)	\$ 85,698	\$ 91,273
Other comprehensive income:		
Currency translation adjustments	(78,301)	(18,644)
Net income (loss) on cash flow hedging derivatives, net of taxes (Note 7)	(53,105)	2,081
Retirement benefits, net of taxes	1,536	584
Other comprehensive income (loss)	(129,870)	(15,979)
Comprehensive income (loss)	<u>\$ (44,172)</u>	<u>\$ 75,294</u>

See accompanying notes to the Consolidated Financial Statements.

GENPACT LIMITED AND ITS SUBSIDIARIES
Consolidated Statements of Equity
For the three months ended March 31, 2020
(Unaudited)
(In thousands, except share count)

	Common shares		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Equity
	No. of Shares	Amount				
Balance as of January 1, 2020	190,118,181	\$ 1,896	\$ 1,570,575	\$ 648,656	\$ (531,956)	\$ 1,689,171
Transition period adjustment pursuant to ASC 326, net of tax	—	—	—	(3,984)	—	(3,984)
Adjusted balance as of January 1, 2020	190,118,181	1,896	1,570,575	644,672	(531,956)	1,685,187
Issuance of common shares on exercise of options (Note 16)	87,528	1	1,248	—	—	1,249
Issuance of common shares under the employee stock purchase plan (Note 16)	81,289	1	2,813	—	—	2,814
Net settlement on vesting of restricted share units (Note 16)	54,167	1	(96)	—	—	(95)
Net settlement on vesting of performance units (Note 16)	902,102	9	(25,836)	—	—	(25,827)
Stock repurchased and retired (Note 17)	(1,042,188)	(10)	—	(44,990)	—	(45,000)
Expenses related to stock purchase (Note 17)	—	—	—	(21)	—	(21)
Stock-based compensation expense (Note 16)	—	—	17,487	—	—	17,487
Comprehensive income (loss):						
Net income (loss)	—	—	—	85,698	—	85,698
Other comprehensive income (loss)	—	—	—	—	(129,870)	(129,870)
Dividend (\$0.0975 per common share, Note 17)	—	—	—	(18,543)	—	(18,543)
Balance as of March 31, 2020	190,201,079	\$ 1,898	\$ 1,566,191	\$ 666,816	\$ (661,826)	\$ 1,573,079

See accompanying notes to the Consolidated Financial Statements.

GENPACT LIMITED AND ITS SUBSIDIARIES
Consolidated Statements of Equity
For the three months ended March 31, 2021
(Unaudited)
(In thousands, except share count)

	Common shares		Additional Paid- in Capital	Retained Earnings	Accumulated Other	Total Equity
	No. of Shares	Amount			Comprehensive Income (Loss)	
Balance as of January 1, 2021	189,045,661	\$ 1,885	\$ 1,636,026	\$ 741,658	\$ (545,340)	\$ 1,834,229
Issuance of common shares on exercise of options (Note 16)	158,000	2	3,785	—	—	3,787
Issuance of common shares under the employee stock purchase plan (Note 16)	77,165	1	2,808	—	—	2,809
Net settlement on vesting of restricted share units (Note 16)	91,039	1	(1,303)	—	—	(1,302)
Net settlement on vesting of performance units (Note 16)	1,102,440	11	(28,301)	—	—	(28,290)
Stock repurchased and retired (Note 17)	(3,297,966)	(33)	—	(134,119)	—	(134,152)
Expenses related to stock purchase (Note 17)	—	—	—	(66)	—	(66)
Stock-based compensation expense (Note 16)	—	—	17,430	—	—	17,430
Comprehensive income (loss):						
Net income (loss)	—	—	—	91,273	—	91,273
Other comprehensive income (loss)	—	—	—	—	(15,979)	(15,979)
Dividend (\$0.1075 per common share, Note 17)	—	—	—	(20,115)	—	(20,115)
Balance as of March 31, 2021	187,176,339	\$ 1,867	\$ 1,630,445	\$ 678,631	\$ (561,319)	\$ 1,749,624

See accompanying notes to the Consolidated Financial Statements.

GENPACT LIMITED AND ITS SUBSIDIARIES
Consolidated Statements of Cash Flows
(Unaudited)
(In thousands)

	<u>Three months ended March 31,</u>	
	<u>2020</u>	<u>2021</u>
Operating activities		
Net income	\$ 85,698	\$ 91,273
<i>Adjustments to reconcile net income to net cash (used for)/ provided by operating activities:</i>		
Depreciation and amortization	28,494	28,953
Amortization of debt issuance costs	561	557
Amortization of acquired intangible assets	10,741	16,176
Write-down of intangible assets and property, plant and equipment	—	836
Allowance for credit losses	2,156	727
Unrealized gain on revaluation of foreign currency asset/liability	(9,655)	(3,127)
Stock-based compensation expense	17,487	17,430
Deferred tax expense (benefit)	(392)	31
Others, net	(348)	201
Change in operating assets and liabilities:		
Increase in accounts receivable	(3,858)	(6,385)
(Increase) decrease in prepaid expenses, other current assets, contract cost assets, operating lease right-of-use assets and other assets	(84,098)	14,526
Increase in accounts payable	4,557	7,700
Decrease in accrued expenses, other current liabilities, operating leases liabilities and other liabilities	(74,788)	(106,727)
Increase in income taxes payable	4,796	14,985
Net cash (used for)/ provided by for operating activities	\$ (18,649)	\$ 77,156
Investing activities		
Purchase of property, plant and equipment	(20,956)	(12,010)
Payment for internally generated intangible assets (including intangibles under development)	(3,236)	(1,897)
Proceeds from sale of property, plant and equipment	312	681
Payment for business acquisitions, net of cash acquired	—	(5,309)
Net cash used for investing activities	\$ (23,880)	\$ (18,535)
Financing activities		
Repayment of finance lease obligations	(1,950)	(3,037)
Payment of debt issuance costs	(620)	(1,893)
Proceed from long-term debt	—	350,000
Repayment of long-term debt	(8,500)	(8,500)
Proceeds from short-term borrowings	125,000	—
Repayment of short-term borrowings	(30,000)	(250,000)
Proceeds from issuance of common shares under stock-based compensation plans	4,063	6,596
Payment for net settlement of stock-based awards	(26,238)	(28,721)
Dividend paid	(18,543)	(20,115)
Payment for stock repurchased and retired (including expenses related to stock repurchase)	(45,021)	(134,218)
Net cash used for financing activities	\$ (1,809)	\$ (89,888)
Effect of exchange rate changes	(21,134)	(5,171)
Net decrease in cash and cash equivalents	(44,338)	(31,267)
Cash and cash equivalents at the beginning of the period	467,096	680,440
Cash and cash equivalents at the end of the period	\$ 401,624	\$ 644,002
Supplementary information		
Cash paid during the period for interest	\$ 5,295	\$ 4,086
Cash paid during the period for income taxes, net of refund	\$ 69,357	\$ 21,988

See accompanying notes to the Consolidated Financial Statements.

GENPACT LIMITED AND ITS SUBSIDIARIES
Notes to the Consolidated Financial Statements
(Unaudited)
(In thousands, except per share data and share count)

1. Organization

The Company is a global professional services firm that drives digitally-led innovation and runs digitally-enabled intelligent operations for its clients, guided by its experience running thousands of processes for hundreds of Fortune Global 500 clients. The Company has over 98,000 employees serving clients in key industry verticals from more than 30 countries.

2. Summary of significant accounting policies

(a) Basis of preparation and principles of consolidation

The accompanying consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP) and the rules and regulations of the Securities and Exchange Commission (the "SEC") for reporting on Form 10-Q. Accordingly, they do not include certain information and note disclosures required by generally accepted accounting principles for annual financial reporting and should be read in conjunction with the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2020. The accompanying consolidated financial statements reflect all adjustments that management considers necessary for a fair presentation of the results of operations for these periods.

The accompanying financial statements have been prepared on a consolidated basis and reflect the financial statements of Genpact Limited, a Bermuda company, and all of its subsidiaries that are more than 50% owned and controlled. When the Company does not have a controlling interest in an entity but exerts significant influence over the entity, the Company applies the equity method of accounting. All intercompany transactions and balances are eliminated in consolidation.

(b) Use of estimates

The preparation of consolidated financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements. Significant items subject to such estimates and assumptions include the useful lives of property, plant and equipment, intangible assets and goodwill, revenue recognition, allowance for credit losses, valuation allowances for deferred tax assets, the valuation of derivative financial instruments, the measurement of lease liabilities and right-of-use ("ROU") assets, measurements of stock-based compensation, assets and obligations related to employee benefits, the nature and timing of the satisfaction of performance obligations, the standalone selling price of performance obligations, variable consideration, other obligations for revenue recognition, income tax uncertainties and other contingencies. Management believes that the estimates used in the preparation of the consolidated financial statements are reasonable, and management has made assumptions about the possible effects of the ongoing COVID-19 pandemic on critical and significant accounting estimates. Although these estimates and assumptions are based upon management's best knowledge of current events and actions, actual results could differ from these estimates. Any changes in estimates are adjusted prospectively in the Company's consolidated financial statements.

(c) Business combinations, goodwill and other intangible assets

The Company accounts for its business combinations using the acquisition method of accounting in accordance with Accounting Standard Codification ("ASC") Topic 805, Business Combinations, by recognizing the identifiable tangible and intangible assets acquired and liabilities assumed, and any non-controlling interest in the acquired business, measured at their acquisition date fair values. Contingent consideration is included within the acquisition cost and is recognized at its fair value on the acquisition date. A liability resulting from contingent consideration is re-measured to fair value as of each reporting date until the contingency is resolved. Changes in fair value are recognized in earnings. All assets and liabilities of the acquired businesses, including goodwill, are assigned to reporting units. Acquisition-related costs are expensed as incurred under selling, general and administrative expenses.

GENPACT LIMITED AND ITS SUBSIDIARIES
Notes to the Consolidated Financial Statements
(Unaudited)
(In thousands, except per share data and share count)

2. Summary of significant accounting policies (Continued)

Goodwill represents the cost of acquired businesses in excess of the fair value of identifiable tangible and intangible net assets purchased. Goodwill is not amortized but is tested for impairment at least on an annual basis on December 31, based on a number of factors, including operating results, business plans and future cash flows. The Company performs an assessment of qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. Based on the assessment of events or circumstances, the Company performs a quantitative assessment of goodwill impairment if it determines that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If, based on the quantitative impairment analysis, the carrying value of the goodwill of a reporting unit exceeds the fair value of such goodwill, an impairment loss is recognized in an amount equal to the excess. In addition, the Company performs a qualitative assessment of goodwill impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. See Note 10 for information and related disclosures.

Intangible assets acquired individually or with a group of other assets or in a business combination and developed internally are carried at cost less accumulated amortization and accumulated impairment loss based on their estimated useful lives as follows:

Customer-related intangible assets	1-11 years
Marketing-related intangible assets	1-10 years
Technology-related intangible assets	2-8 years

Intangible assets are amortized over their estimated useful lives using a method of amortization that reflects the pattern in which the economic benefits of the intangible assets are consumed or otherwise realized.

In business combinations where the fair value of identifiable tangible and intangible net assets purchased exceeds the cost of the acquired business, the Company recognizes the resulting gain under "Other operating (income) expense, net" in the consolidated statements of income.

The Company also capitalizes certain software and technology-related development costs incurred in connection with developing or obtaining software or technology for sale/lease to customers when the initial design phase is completed and commercial and technological feasibility has been established. Any development cost incurred before technological feasibility is established is expensed as incurred as research and development costs. Technological feasibility is established upon completion of a detailed design program or, in its absence, completion of a working model. Capitalized software and technology costs include only (i) external direct costs of materials and services utilized in developing or obtaining software and technology and (ii) compensation and related benefits for employees who are directly associated with the project.

Costs incurred in connection with developing or obtaining software or technology for sale/lease to customers which are under development and not put to use are disclosed under "intangible assets under development." Advances paid towards the acquisition of intangible assets outstanding as of each balance sheet date are disclosed under "intangible assets under development."

Capitalized software and technology costs are included in intangible assets under technology-related intangible assets on the Company's balance sheet and are amortized on a straight-line basis when placed into service over the estimated useful lives of the software and technology.

GENPACT LIMITED AND ITS SUBSIDIARIES
Notes to the Consolidated Financial Statements
(Unaudited)
(In thousands, except per share data and share count)

2. Summary of significant accounting policies (Continued)

The Company evaluates the remaining useful life of intangible assets that are being amortized at each reporting period wherever events and circumstances warrant a revision to the remaining period of amortization, and the remaining carrying amount of the intangible asset is amortized prospectively over that revised remaining useful life.

(d) Financial instruments and concentration of credit risk

Financial instruments that potentially subject the Company to concentration of credit risk are reflected principally in cash and cash equivalents, derivative financial instruments and accounts receivable. The Company places its cash and cash equivalents and derivative financial instruments with corporations and banks with high investment grade ratings, limits the amount of credit exposure with any one corporation or bank and conducts ongoing evaluations of the creditworthiness of the corporations and banks with which it does business. To reduce its credit risk on accounts receivable, the Company conducts ongoing credit evaluations of its customers. The General Electric Company (“GE”) accounted for 16% and 12% of the Company’s receivables as of December 31, 2020 and March 31, 2021, respectively. GE accounted for 13% and 10% of the Company’s revenues for the three months ended March 31, 2020 and 2021, respectively.

(e) Accounts receivable

Accounts receivable are recorded at the invoiced or to be invoiced amount and do not bear interest. Amounts collected on trade accounts receivable are included in net cash (used for)/provided by operating activities in the consolidated statements of cash flows. The Company maintains an allowance for current expected credit losses inherent in its accounts receivable portfolio. In establishing the required allowance, management considers historical losses which are adjusted to current market conditions and a reasonable and supportable forecast. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company does not have any off-balance-sheet credit exposure related to its customers.

(f) Revenue Recognition

The Company derives its revenue primarily from business process management services, including analytics, consulting and related digital solutions and information technology services, which are provided primarily on a time-and-material, transaction or fixed-price basis. The Company recognizes revenue upon the transfer of control of promised services to its customers in an amount that reflects the consideration the Company expects to receive in exchange for those services. Revenues from services rendered under time-and-materials and transaction-based contracts are recognized as the services are provided. The Company’s fixed-price contracts include contracts for customization of applications, maintenance and support services. Revenues from these contracts are recognized ratably over the term of the agreement. The Company accrues for revenue and unbilled receivables for services rendered between the last billing date and the balance sheet date.

The Company’s contracts with its customers also include incentive payments received for discrete benefits delivered or promised to be delivered to the customer or service level agreements that could result in credits or refunds to the customer. Revenues relating to such arrangements are accounted for as variable consideration when the amount of revenue to be recognized can be estimated to the extent that it is probable that a significant reversal of any incremental revenue will not occur.

The Company records deferred revenue attributable to certain process transition activities where such activities do not represent separate performance obligations. Revenues relating to such transition activities are classified under contract liabilities and subsequently recognized ratably over the period in which the related services are performed. Costs relating to such transition activities are fulfillment costs which are directly related to the contract and result in the generation or enhancement of resources. Such costs are expected to be recoverable under the contract and are therefore classified as contract cost assets and recognized ratably over the estimated expected period of benefit under cost of revenue.

Revenues are reported net of value-added tax, business tax and applicable discounts and allowances. Reimbursements of out-of-pocket expenses received from customers have been included as part of revenues.

GENPACT LIMITED AND ITS SUBSIDIARIES
Notes to the Consolidated Financial Statements
(Unaudited)
(In thousands, except per share data and share count)

2. Summary of significant accounting policies (Continued)

Revenue for performance obligations that are satisfied over time is recognized in accordance with the methods prescribed for measuring progress. The input (cost expended) method has been used to measure progress towards completion as there is a direct relationship between input and the satisfaction of a performance obligation. Provisions for estimated losses, if any, on uncompleted contracts are recorded in the period in which such losses become probable based on the current contract estimates.

The Company enters into multiple-element revenue arrangements in which a customer may purchase a combination of products or services. The Company determines whether each product or service promised to a customer is capable of being distinct, and is distinct in the context of the contract. If not, the promised products or services are combined and accounted for as a single performance obligation. In the event of a multiple-element revenue arrangement, the Company allocates the arrangement consideration to separately identifiable performance obligations based on their relative stand-alone selling prices.

Certain contracts may include offerings such as sale of licenses, which may be perpetual or subscription-based. Revenue from distinct perpetual licenses is recognized upfront at the point in time when the software is made available to the customer. Revenue from distinct, non-cancellable, subscription-based licenses is recognized at the point in time it is transferred to the customer. Revenue from any associated maintenance or ongoing support services is recognized ratably over the term of the contract. For a combined software license/services performance obligation, revenue is recognized over the period that the services are performed.

All incremental and direct costs incurred for acquiring contracts, such as certain sales commissions, are classified as contract cost assets. Such costs are amortized over the expected period of benefit and recorded under selling, general and administrative expenses.

Other upfront fees paid to customers are classified as contract assets. Such fees are amortized over the expected period of benefit and recorded as an adjustment to the transaction price and deducted from revenue.

Timing of revenue recognition may differ from the timing of invoicing. If a payment is received in respect of services prior to the delivery of services, the payment is recognized as an advance from the customer and classified as a contract liability. Contract assets and contract liabilities relating to the same customer contract are offset against each other and presented on a net basis in the consolidated financial statements.

Significant judgements

The Company often enters into contracts with its customers that include promises to transfer multiple products and services to the customer. Determining whether products and services are considered distinct performance obligations that should be accounted for separately rather than together may require significant judgement.

Judgement is also required to determine the standalone selling price for each distinct performance obligation. In instances where the standalone selling price is not directly observable, it is determined using information that may include market conditions and other observable inputs.

Customer contracts sometimes include incentive payments received for discrete benefits delivered to the customer or service level agreements that could result in credits or refunds to the customer. Such amounts are estimated at contract inception and are adjusted at the end of each reporting period as additional information becomes available only to the extent that it is probable that a significant reversal of any incremental revenue will not occur.

(g) Leases

At the inception of a contract, the Company assesses whether the contract is, or contains, a lease. The Company's assessment is based on whether: (1) the contract involves the use of a distinct identified asset, (2) the Company obtains the right to substantially all the economic benefit from the use of the asset throughout the term of the contract, and (3) the Company has the right to direct the use of the asset. At the inception of a lease, the consideration in the contract is allocated to each lease component based on its relative standalone price to determine the lease payments.

GENPACT LIMITED AND ITS SUBSIDIARIES
Notes to the Consolidated Financial Statements
(Unaudited)
(In thousands, except per share data and share count)

2. Summary of significant accounting policies (Continued)

Leases are classified as either finance leases or operating leases. A lease is classified as a finance lease if any one of the following criteria are met: (1) the lease transfers ownership of the asset by the end of the lease term, (2) the lease contains an option to purchase the asset that is reasonably certain to be exercised, (3) the lease term is for a major part of the remaining useful life of the asset or (4) the present value of the lease payments equals or exceeds substantially all of the fair value of the asset. A lease is classified as an operating lease if it does not meet any one of the above criteria.

For all leases at the lease commencement date, a right-of-use (ROU) asset and a lease liability are recognized. The lease liability represents the present value of the lease payments under the lease. Lease liabilities are initially measured at the present value of the lease payments not yet paid, discounted using the discount rate for the lease at the lease commencement. The lease liabilities are subsequently measured on an amortized cost basis. The lease liability is adjusted to reflect interest on the liability and the lease payments made during the period. Interest on the lease liability is determined as the amount that results in a constant periodic discount rate on the remaining balance of the liability.

The ROU asset represents the right to use the leased asset for the lease term. The ROU asset for each lease initially includes the amount of the initial measurement of the lease liability adjusted for any lease payments made to the lessor at or before the commencement date, accrued lease liabilities and any lease incentives received or any initial direct costs incurred by the Company.

The ROU asset of finance leases is subsequently measured at cost, less accumulated amortization and any accumulated impairment losses. The ROU asset of operating leases is subsequently measured from the carrying amount of the lease liability at the end of each reporting period, and is equal to the carrying amount of lease liabilities adjusted for (1) unamortized initial direct costs, (2) prepaid/(accrued) lease payments and (3) the unamortized balance of lease incentives received.

The carrying value of ROU assets is reviewed for impairment, similar to long-lived assets, whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable.

The Company has elected to not separate lease and non-lease components for all of its leases and to use the recognition exemptions for lease contracts that, at commencement date, have a lease term of 12 months or less and do not contain a purchase option (“short-term leases”).

Significant judgements

The Company determines the lease term as the non-cancellable term of the lease, together with any periods covered by an option to extend the lease if it is reasonably certain to be exercised, or any periods covered by an option to terminate the lease, if it is reasonably certain not to be exercised.

Under certain of its leases, the Company has a renewal and termination option to lease assets for additional terms between one and ten years. The Company applies judgement in evaluating whether it is reasonably certain to exercise the option to renew or terminate the lease. The Company considers all relevant factors that create an economic incentive for it to exercise the renewal or termination option. After the commencement date, the Company reassesses the lease term if there is a significant event or change in circumstances that is within the Company’s control and affects its ability to exercise (or not to exercise) the option to renew or terminate.

The Company has applied an incremental borrowing rate for the purpose of computing lease liabilities based on the remaining lease term and the rates prevailing in the jurisdictions where leases were executed.

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2. Summary of significant accounting policies (Continued)

(h) Cost of revenue

Cost of revenue primarily consists of salaries and benefits (including stock-based compensation), recruitment, training and related costs of employees who are directly responsible for the performance of services for customers, their supervisors and certain support personnel who may be dedicated to a particular client or a set of processes. It also includes operational expenses, which consist of facilities maintenance expenses, travel and living expenses, rent, IT expenses, and consulting and certain other expenses. Consulting charges represent the cost of consultants and contract resources with specialized skills who are directly responsible for the performance of services for clients and travel and other billable costs related to the Company's clients. It also includes depreciation of property, plant and equipment, and amortization of intangible and ROU assets which are directly related to providing services that generate revenue.

(i) Selling, general and administrative expenses

Selling, general and administrative (SG&A) expenses consist of expenses relating to salaries and benefits (including stock-based compensation) as well as costs related to recruitment, training and retention of senior management and other support personnel in enabling functions such as human resources, finance, legal, marketing, sales and sales support, and other support personnel. The operational costs component of SG&A expenses also includes travel and living costs for such personnel. SG&A expenses also include acquisition-related costs, legal and professional fees (which represent the costs of third party legal, tax, accounting and other advisors), investment in research and development, digital technology, advanced automation and robotics, and an allowance for credit losses. It also includes depreciation of property, plant and equipment, and amortization of intangibles and ROU assets other than those included in cost of revenue.

(j) Credit losses

Allowance for credit losses is recognized for all debt instruments other than those held at fair value through profit or loss. The Company pools its accounts receivable (other than deferred billings) based on similar risk characteristics in estimating expected credit losses. Credit losses for accounts receivable are based on the roll-rate method, and the Company recognizes a loss allowance based on lifetime expected credit losses at each reporting date. The Company has established a provision matrix based on historical credit loss experience, adjusted for forward-looking factors and the economic environment. The Company believes the most relevant forward-looking factors are economic environment, gross domestic product, inflation rates and unemployment rates for each of the countries in which the Company or its customers operate, and accordingly the Company adjusts historical loss rates based on expected changes in these factors. At every reporting date, observed historical default rates are updated to reflect changes in the Company's forward-looking estimates.

Credit losses for other financial assets and deferred billings are based on the discounted cash flow ("DCF") method. Under the DCF method, the allowance for credit losses reflects the difference between the contractual cash flows due in accordance with the contract and the present value of the cash flows expected to be collected. The expected cash flows are discounted at the effective interest rate of the financial asset. Such allowances are based on the credit losses expected to arise over the life of the asset which includes consideration of prepayments based on the Company's expectation as of the balance sheet date.

A financial asset is written off when it is deemed uncollectable and there is no reasonable expectation of recovering the contractual cash flows. Expected recoveries of amounts previously written off, not to exceed the aggregate amounts previously written off, are included in determining the allowance at each reporting period.

Credit losses are presented as a credit loss expense within "Selling, general and administrative expenses." Subsequent recoveries of amounts previously written off are credited against the same line item.

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2. Summary of significant accounting policies (Continued)

(k) Reclassification

Certain reclassifications have been made in the consolidated financial statements of prior periods to conform to the classification used in the current period. The impact of such reclassifications on the consolidated financial statements is not material.

(l) Impairment of long-lived assets

Long-lived assets, including certain intangible assets, to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Such assets are required to be tested for impairment if the carrying amount of the assets is higher than the future undiscounted net cash flows expected to be generated by the assets. The impairment amount to be recognized is measured as the amount by which the carrying value of the assets exceeds their fair value. The Company determines fair value by using a discounted cash flow approach.

(m) Recently issued accounting pronouncements

The authoritative bodies release standards and guidance which are assessed by management for impact on the Company's consolidated financial statements.

The Company has adopted the following recently released accounting standards:

In June 2016, the FASB issued ASU No. 2016-13, "Measurement of credit losses on financial instruments." The ASU requires measurement and recognition of expected credit losses for financial assets held by the Company. The ASU requires entities to estimate an expected lifetime credit loss on financial assets ranging from short-term trade accounts receivable to long-term financings. The ASU became effective for the Company beginning January 1, 2020, including interim periods in fiscal year 2020.

In May 2019, the FASB issued ASU No. 2019-05, "Financial Instruments—Credit Losses (Topic 326)." The ASU provides final guidance that allows entities to make an irrevocable one-time election upon adoption of the new credit losses standard to measure financial assets at amortized cost (except held-to-maturity securities) using the fair value option. The ASU is effective for the Company beginning January 1, 2020, including interim periods in fiscal year 2020.

In November 2019, the FASB issued ASU No. 2019-11, "Codification Improvements to Topic 326, Financial Instruments—Credit Losses." This ASU clarifies that the scope of the guidance related to expected recoveries extends to purchased financial assets with credit deterioration. For entities that have not yet adopted ASU 2016-13, the amendments in ASU 2019-11 are effective on the same date as those in ASU 2016-13. For entities that have adopted ASU 2016-13, the amendments in ASU 2019-11 are effective for fiscal years beginning January 1, 2020 and interim periods therein.

The Company adopted ASU 2016-13, ASU 2019-05 and ASU 2019-11 beginning January 1, 2020, including interim periods in fiscal year 2020. The cumulative impact of the adoption of these standards has been described in section (j) above.

In August 2018, the FASB issued ASU No. 2018-13, "Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement." The ASU modifies the disclosure requirements with respect to fair value measurements. The ASU is effective for the Company beginning January 1, 2020, including interim periods in fiscal year 2020. The Company assessed the impact of this ASU and concluded that it does not have any material impact on its consolidated results of operations, cash flows, financial position or disclosures.

In August 2018, the FASB issued ASU No. 2018-14, "Disclosure Framework—Changes to the Disclosure Requirements for Defined Benefit Plans." The ASU modifies the disclosure requirements with respect to defined benefit pension plans. The Company adopted this ASU in its consolidated financial statements for the year ended December 31, 2020. The adoption of this ASU did not have a material impact on the Company's disclosures.

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2. Summary of significant accounting policies (Continued)

In August 2018, the FASB issued ASU No. 2018-15, "Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That is a Service Contract." The ASU modifies the capitalization requirements with respect to implementation costs incurred by the customer in a hosting arrangement that is a service contract. The ASU is effective for the Company beginning January 1, 2020. The Company assessed the impact of this ASU and concluded that it does not have any material impact on its consolidated results of operations, cash flows, financial position or disclosures.

In April 2019, the FASB issued ASU No. 2019-04, "Codification Improvements to Topic 326, Financial Instruments—Credit Losses, Topic 815, Derivatives and Hedging, and Topic 825, Financial Instruments." The ASU provides additional guidance on the recognition of credit losses and addresses partial-term fair value hedges, fair value hedge basis adjustments and certain transition requirements, among other things. The ASU also addresses the scope of the guidance on the requirement for re-measurement under ASC 820 when using the measurement alternative, certain disclosure requirements and which foreign currency-denominated equity securities must be re-measured at historical exchange rates. The ASU is effective for the Company beginning January 1, 2020, including interim periods in fiscal year 2020. The Company assessed the impact of this ASU and concluded that it does not have any material impact on its consolidated results of operations, cash flows, financial position or disclosures.

In November 2019, the FASB issued ASU No. 2019-08, "Codification Improvements—Share-Based Consideration Payable to a Customer." The ASU clarifies that share-based consideration payable to a customer is measured in accordance with guidance under AC 718--Share based payments. The ASU is effective for the Company beginning January 1, 2020, including interim periods in fiscal year 2020. The Company assessed the impact of this ASU and concluded that it does not have any material impact on its consolidated results of operations, cash flows, financial position or disclosures.

In December 2019, the FASB issued ASU No. 2019-12, "Simplifying the Accounting for Income Taxes." This ASU removes certain exceptions for investments, intra-period tax allocations and interim calculations, and adds guidance to reduce complexity in accounting for income taxes. The ASU is effective for the Company for fiscal years, and interim periods within those fiscal years, beginning January 1, 2021. Early adoption is permitted. The Company assessed the impact of this ASU and concluded that it does not have any material impact on its consolidated results of operations, cash flows, financial position or disclosures.

In March 2020, the FASB issued ASU No. 2020-03, "Codification Improvements to Financial Instruments." This ASU includes amendments that make the Codification easier to understand and apply by eliminating inconsistencies and providing clarifications in relation to financial instruments. This guidance was effective immediately upon issuance. The additional elements of the ASU did not have a material impact on the Company's consolidated results of operations, cash flows, financial position and or disclosures.

In October 2020, the FASB issued ASU No. 2020-09, "Codification Improvements to Topic 470, Debt— Amendments to SEC Paragraphs Pursuant to SEC Release No. 33-10762." The SEC in its Release No. 33-10762 in March 2020 has adopted new rules on financial disclosure requirements for guarantors and issuers of guaranteed securities and affiliates whose securities collateralize issuers' securities. This ASU revises certain SEC paragraphs of the FASB's Accounting Standards Codification (ASC) to reflect, as appropriate, the amended financial statement disclosure requirements in SEC Release 33-10762. The amended rules are effective January 4, 2021 but early compliance is permitted. The Company adopted the amended rules issued by the SEC in its Release No. 33-10762 in the first quarter of 2020. Accordingly, the Company has already adopted the amendments under this ASU, and the disclosures related to guarantor financial information have been omitted from the Notes to the Consolidated Financial Statements and included under Part II, Item 7—"Management's Discussion and Analysis of Financial Condition and Results of Operations."

In October 2020, the FASB issued ASU No. 2020-10, "Codification Improvements." The amendments in this ASU do not change the GAAP requirements, but they improve consistency by amending the codification to include all disclosure guidance in the appropriate disclosure sections and also clarify the application of various provisions in the codification by amending and adding new headings, cross referencing to other guidance, and refining or correcting terminology. The ASU is effective for the Company for fiscal years, and interim periods within those fiscal years, beginning January 1, 2021. Early application is permitted. The Company assessed the impact of this ASU and concluded that it does not have any material impact on its consolidated results of operations, cash flows, financial position or disclosures.

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2. Summary of significant accounting policies (Continued)

In January 2021, the FASB issued ASU No. 2021-01, "Reference Rate Reform (Topic 848)." This ASU expands the scope of Topic 848 to include derivative instruments impacted by discounting transition. Discounting transition refers to the changing of interest rates used for margining, discounting, or contract price alignment of derivative instruments to transition to alternative rates. ASU 2021-01 extends some of Topic 848's optional expedients to derivative contracts impacted by the discounting transition, including for derivatives that do not reference LIBOR or other reference rates that are expected to be discontinued. The ASU is effective immediately upon issuance. However an entity may elect to apply this update on a full retrospective basis as of any date from the beginning of the interim period that includes March 12, 2020, or prospectively to new modifications made on or after any date within the interim period that includes January 7, 2021. The Company assessed the impact of this ASU and concluded that it does not have any material impact on its consolidated results of operations, cash flows, financial position or disclosures.

The following recently released accounting standards have not yet been adopted by the Company:

In March 2020, the FASB issued ASU No. 2020-04, "Facilitation of the Effects of Reference Rate Reform on Financial Reporting." This ASU provides temporary optional expedients and exceptions to the guidance in US GAAP on contract modifications and hedge accounting to ease the financial reporting burdens related to the expected market transition from the London Interbank Offered Rate ("LIBOR") and other interbank offered rates to alternative reference rates, such as the Secured Overnight Financing Rate ("SOFR"). Entities can elect not to apply certain modification accounting requirements to contracts affected by what the guidance calls reference rate reform, if certain criteria are met. An entity that makes this election would not have to remeasure the contracts at the modification date or reassess a previous accounting determination. The guidance is effective upon issuance and generally can be applied through December 31, 2022. The Company has assessed the impact of this ASU, and since a substantial portion of the Company's LIBOR-linked credit facilities are either hedged or short-term in nature, and the Company's credit agreements address replacement mechanisms in the event LIBOR is discontinued, the Company concluded that the adoption of this ASU does not have any material impact on its consolidated results of operations, cash flows, financial position or disclosures.

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3. Business acquisitions

(a) Enquero Inc

On December 31, 2020, the Company acquired 100% of the outstanding equity interests in Enquero Inc, a California corporation, and certain affiliated entities in India, the Netherlands and Canada (collectively referred to as “Enquero”) for total purchase consideration of \$148,905. This amount represents cash consideration of \$137,274, net of cash acquired of \$11,631. The total purchase consideration paid by the Company to the sellers on the closing date was \$141,938, resulting in a payable of \$6,967, of which \$1,412 is outstanding as of March 31, 2021. The Company is evaluating adjustments related to certain income and other taxes, which, when determined, may result in the recognition of additional assets or liabilities as of the acquisition date. The measurement period will not exceed one year from the acquisition date. This acquisition is expected to increase the scale and depth of the Company’s data and analytics capabilities and enhance the Company’s ability to accelerate the digital transformation journeys of its clients through cloud technologies and advanced data analytics.

In connection with this acquisition, the Company recorded \$49,000 in customer-related intangibles, \$9,500 in marketing-related intangibles and \$1,400 in technology-related intangibles, which have a weighted average amortization period of four years. Goodwill arising from the acquisition amounting to \$86,669 has been allocated using a relative fair value allocation method to each of the Company’s reporting segments as follows: to the BCMI segment in the amount of \$2,559, to the CGRLH segment in the amount of \$22,239 and to the HMS segment in the amount of \$61,871. The goodwill arising from this acquisition is not deductible for income tax purposes. The goodwill represents primarily the acquired capabilities, operating synergies and other benefits expected to result from combining the acquired operations with the Company’s existing operations.

Acquisition-related costs of \$1,590 have been included in selling, general and administrative expenses as incurred. In connection with the transaction, the Company also acquired certain assets with a value of \$32,759, assumed certain liabilities amounting to \$17,113 and recognized a net deferred tax liability of \$13,310. The agreement with the sellers provides a full indemnity to the Company for all pre-closing income and non-income tax liabilities up to a maximum of the purchase consideration, including interest and penalties thereon. The Company would not be financially or materially affected by any liabilities that may arise from such exposures. Accordingly, the Company recognized an indemnification asset of \$5,848 based on the information that was available at the date of the acquisition, which is included in the assets taken over by the Company. The results of operations of the acquired business and the fair value of the acquired assets and assumed liabilities are included in the Company’s consolidated financial statements with effect from the date of the acquisition.

(b) SomethingDigital.Com LLC

On October 5, 2020, the Company acquired 100% of the outstanding equity/limited liability company interests in SomethingDigital.Com LLC, a New York limited liability company, for total purchase consideration of \$57,451. This amount represents cash consideration of \$56,073, net of cash acquired of \$1,378. The total purchase consideration paid by the Company to the sellers on the closing date was \$57,704, resulting in a recoverable of \$253, which was received in the three months ended March 31, 2021. The Company is evaluating adjustments related to certain income and other taxes, which, when determined, may result in the recognition of additional assets or liabilities as of the acquisition date. The measurement period will not exceed one year from the acquisition date. This acquisition supports the Company’s strategy to integrate experience and process innovation to help clients on their digital transformation journeys and expands on the Company’s existing experience capabilities to support end-to-end digital commerce solutions, both business-to-business and business-to-consumer. Additionally, this acquisition expands the Company’s capabilities into Magento Commerce, which powers Adobe Commerce Cloud, and Shopify Plus, a cloud-based ecommerce platform for high volume merchants.

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3. Business acquisitions (Continued)

In connection with this acquisition, the Company recorded \$11,900 in customer-related intangibles and \$3,500 in marketing-related intangibles which have a weighted average amortization period of four years. Goodwill arising from the acquisition amounting to \$36,926 has been allocated using a relative fair value allocation method to two of the Company's reporting segments as follows: to the CGRLH segment in the amount of \$30,373 and to the HMS segment in the amount of \$6,553. Of the total goodwill arising from this acquisition, \$35,084 is deductible for income tax purposes. The goodwill represents primarily the acquired capabilities, operating synergies and other benefits expected to result from combining the acquired operations with those of the Company's existing operations.

Acquisition-related costs of \$1,060 have been included in selling, general and administrative expenses as incurred. In connection with the transaction, the Company also acquired certain assets with a value of \$9,538, assumed certain liabilities amounting to \$4,494 and recognized a net deferred tax asset of \$81. The results of operations of the acquired business and the fair value of the acquired assets and assumed liabilities are included in the Company's consolidated financial statements with effect from the date of the acquisition.

(c) Rightpoint Consulting, LLC

On November 12, 2019, the Company acquired 100% of the outstanding equity/limited liability company interests in Rightpoint Consulting, LLC, an Illinois limited liability company, and certain affiliated entities in the United States and India (collectively referred to as "Rightpoint") for total purchase consideration of \$270,669. This amount includes cash consideration of \$268,170, net of cash acquired of \$2,499. The total purchase consideration paid by the Company to the sellers on the acquisition date was \$248,470, resulting in a payable of \$22,199 on the acquisition date. This acquisition expands the Company's capabilities in improving customer experience.

The securities purchase agreement between the Company and the selling equity holders of Rightpoint provided certain of the selling equity holders the option to elect to either (a) receive 100% consideration in cash at the closing date for their limited liability company interests and vested options or (b) "roll over" and retain 25% of their Rightpoint limited liability company interests and vested options for a three-year rollover period and receive cash consideration at closing for the remaining 75% of their Rightpoint limited liability company interests and vested options. Certain selling equity holders elected to receive deferred, variable earn-out consideration with an estimated value of \$21,500 over the rollover period of three years which is included in the purchase consideration. The amount of deferred earn-out consideration ultimately payable by the Company to the selling equity holders of Rightpoint will be based on the future revenue multiple of the acquired business. Additionally, under the purchase agreement the selling equity holders are obligated to sell their rollover interests to the Company. Accordingly, the Company has obtained control over 100% of the outstanding equity/limited liability company interests of Rightpoint as of November 12, 2019. See Note 6, "Fair Value Measurements," for additional details.

In connection with this acquisition, the Company recorded \$46,000 in customer-related intangibles and \$29,000 in marketing-related intangibles which have a weighted average amortization period of five years. Goodwill arising from the acquisition amounting to \$177,181 has been allocated using a relative fair value allocation method to each of the Company's reporting segments as follows: to the BCMI segment in the amount of \$16,983, to the CGRLH segment in the amount of \$42,993 and to the HMS segment in the amount of \$117,205. Of the total goodwill arising from this acquisition, \$91,929 is deductible for income tax purposes. The goodwill represents primarily the acquired capabilities, operating synergies and other benefits expected to result from combining the acquired operations with those of the Company.

Acquisition-related costs of \$7,385 have been included in selling, general and administrative expenses as incurred. In connection with the transaction, the Company also acquired certain assets with a value of \$39,140, assumed certain liabilities amounting to \$22,295 and recognized a net deferred tax asset of \$1,643. The results of operations of the acquired business and the fair value of the acquired assets and assumed liabilities are included in the Company's consolidated financial statements with effect from the date of the acquisition.

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4. Cash and cash equivalents

	As of December 31, 2020	As of March 31, 2021
Cash and other bank balances	680,440	644,002
Total	<u>\$ 680,440</u>	<u>\$ 644,002</u>

5. Accounts receivable, net of allowance for credit losses

Accounts receivable were \$908,727 and \$914,513, allowance for credit losses were \$27,707 and \$28,290, resulting in net accounts receivable balances of \$881,020 and \$886,223 as of December 31, 2020 and March 31, 2021, respectively.

The following table provides details of the Company's allowance for credit losses:

	Year ended December 31, 2020	Three months ended March 31, 2021
Opening balance as of January 1	\$ 29,969	\$ 27,707
Transition period adjustment on accounts receivables (through retained earnings) pursuant to adoption of ASC 326	4,185	—
Adjusted balance as of January 1	\$ 34,154	\$ 27,707
Additions due to acquisitions	200	—
Additions charged/reversal released to cost and expense	3,307	1,268
Deductions/effect of exchange rate fluctuations	(9,954)	(685)
Closing balance	<u>\$ 27,707</u>	<u>\$ 28,290</u>

In addition, deferred billings were \$28,491 and \$11,689 and allowances for credit losses were \$3,134 and \$2,593, resulting in net deferred billings balances of \$25,357 and \$9,096 as of December 31, 2020 and March 31, 2021, respectively. Total credit losses of \$3,134 and \$2,593 as of December 31, 2020 and March 31, 2021, respectively, includes \$734 as a transition date adjustment through retained earnings pursuant to the adoption of ASC 326 and \$2,400 and \$1,859 as a current period charge for the period ended December 31, 2020 and March 31, 2021 respectively. The deferred billings and related allowance for credit losses are included under "other assets" in the Company's consolidated balance sheet as of December 31, 2020 and March 31, 2021.

6. Fair value measurements

The Company measures certain financial assets and liabilities, including derivative instruments, at fair value on a recurring basis. The fair value measurements of these financial assets and liabilities were determined using the following inputs as of December 31, 2020 and March 31, 2021:

	As of December 31, 2020			
	Total	Fair Value Measurements at Reporting Date Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
Assets				
Derivative instruments (Note a, c)	\$ 27,709	\$ —	\$ 27,709	\$ —
Deferred compensation plan assets (Note a, e)	26,832	—	—	26,832
Total	<u>\$ 54,541</u>	<u>\$ —</u>	<u>\$ 27,709</u>	<u>\$ 26,832</u>
Liabilities				
Earn-out consideration (Note b, d)	\$ 8,272	\$ —	\$ —	\$ 8,272
Derivative instruments (Note b, c)	40,981	—	40,981	—
Deferred compensation plan liability (Note b, f)	26,390	—	—	26,390
Total	<u>\$ 75,643</u>	<u>\$ —</u>	<u>\$ 40,981</u>	<u>\$ 34,662</u>

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6. Fair value measurements (Continued)

	As of March 31, 2021			
	Total	Fair Value Measurements at Reporting Date Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
Assets				
Derivative instruments (Note a, c)	\$ 20,274	\$ —	\$ 20,274	\$ —
Deferred compensation plan assets (Note a, e)	32,707	—	—	32,707
Total	\$ 52,981	\$ —	\$ 20,274	\$ 32,707
Liabilities				
Earn-out consideration (Note b, d)	\$ 8,272	\$ —	\$ —	\$ 8,272
Derivative instruments (Note b, c)	34,751	—	34,751	—
Deferred compensation plan liability (Note b, f)	32,207	—	—	32,207
Total	\$ 75,230	\$ —	\$ 34,751	\$ 40,479

- (a) Included in “prepaid expenses and other current assets” and “other assets” in the consolidated balance sheets.
- (b) Included in “accrued expenses and other current liabilities” and “other liabilities” in the consolidated balance sheets.
- (c) The Company values its derivative instruments based on market observable inputs, including both forward and spot prices for the relevant currencies and interest rate indices for relevant interest rates. The quotes are taken from an independent market database.
- (d) The fair value of earn-out consideration, calculated as the present value of expected future payments to be made to the sellers of acquired businesses, was derived by estimating the future financial performance of the acquired businesses using the earn-out formulas and performance targets specified in each purchase agreement and adjusting the result to reflect the Company’s estimate of the likelihood of achievement of such targets. Given the significance of the unobservable inputs, the valuations are classified in level 3 of the fair value hierarchy.
- (e) Deferred compensation plan assets consist of life insurance policies held under a Rabbi Trust. Assets held in the Rabbi Trust are valued based on the cash surrender value of the insurance contract, which is determined based on the fair value of the underlying assets included in the insurance portfolio and are therefore classified within level 3 of the fair value hierarchy.
- (f) The fair value of the deferred compensation plan liability is derived based on the fair value of the underlying assets in the insurance policies and is therefore classified within level 3 of the fair value hierarchy.

The following table provides a roll-forward of the fair value of earn-out consideration categorized as level 3 in the fair value hierarchy for the three months ended March 31, 2020 and 2021:

	Three months ended March 31,	
	2020	2021
Opening balance	\$ 22,184	\$ 8,272
Interest expenses (Note a)	225	—
Closing balance	\$ 22,409	\$ 8,272

- (a) Interest expense is included in “interest income (expense), net” in the consolidated statements of income. This also includes a cumulative translation adjustment reported as a component of “other comprehensive income (loss).”

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6. Fair value measurements (Continued)

The following table provides a roll-forward of the fair value of deferred compensation plan assets categorized as level 3 in the fair value hierarchy for the three months ended March 31, 2020 and 2021:

	Three months ended March 31,	
	2020	2021
Opening balance	\$ 11,208	\$ 26,832
Additions (net of redemption)	985	5,014
Change in fair value of deferred compensation plan assets (Note a)	(1,558)	861
Closing balance	\$ 10,635	\$ 32,707

(a) Changes in the fair value of plan assets are reported in “other income (expense), net” in the consolidated statements of income.

The following table provides a roll-forward of the fair value of deferred compensation liabilities categorized as level 3 in the fair value hierarchy for the three months ended March 31, 2020 and 2021:

	Three months ended March 31,	
	2020	2021
Opening balance	\$ 10,943	\$ 26,390
Additions (net of redemption)	8,187	5,014
Change in fair value of deferred compensation plan liabilities (Note a)	(1,547)	803
Closing balance	\$ 17,583	\$ 32,207

(a) Changes in the fair value of deferred compensation plan liabilities are reported in “selling, general and administrative expenses” in the consolidated statements of income.

7. Derivative financial instruments

The Company is exposed to the risk of rate fluctuations on its foreign currency assets and liabilities and on foreign currency denominated forecasted cash flows and interest rates. The Company has established risk management policies, including the use of derivative financial instruments to hedge foreign currency assets and liabilities, foreign currency denominated forecasted cash flows and interest rate risk. These derivative financial instruments are largely deliverable, non-deliverable forward foreign exchange contracts, treasury rate locks and interest rate swaps. The Company enters into these contracts with counterparties that are banks or other financial institutions, and the Company considers the risk of non-performance by such counterparties not to be material. The forward foreign exchange contracts and interest rate swaps mature during a period of up to 45 months and the forecasted transactions are expected to occur during the same period.

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7. Derivative financial instruments (Continued)

The following table presents the aggregate notional principal amounts of outstanding derivative financial instruments together with the related balance sheet exposure:

	Notional principal amounts (Note a)		Balance sheet exposure asset (liability) (Note b)	
	As of December 31, 2020	As of March 31, 2021	As of December 31, 2020	As of March 31, 2021
Foreign exchange forward contracts denominated in:				
United States Dollars (sell) Indian Rupees (buy)	\$ 1,150,000	\$ 1,098,500	\$ 15,207	\$ 6,389
United States Dollars (sell) Mexican Peso (buy)	17,500	21,400	716	90
United States Dollars (sell) Philippines Peso (buy)	67,200	86,550	1,332	(65)
Euro (sell) United States Dollars (buy)	96,651	92,960	(5,659)	(295)
Singapore Dollars (buy) United States Dollars (sell)	10,153	10,153	66	(143)
Euro (sell) Romanian Leu (buy)	29,489	31,617	(22)	(263)
Japanese Yen (sell) Chinese Renminbi (buy)	19,230	13,419	473	1,344
United States Dollars (sell) Hungarian Font (buy)	30,000	21,900	904	(402)
Hungarian Font (Sell) Euro (buy)	10,444	9,954	61	36
Australian Dollars (sell) Indian Rupees (buy)	140,525	118,354	(7,670)	(5,507)
Interest rate swaps (floating to fixed)	488,022	481,050	(18,680)	(15,661)
			\$ (13,272)	\$ (14,477)

- (a) Notional amounts are key elements of derivative financial instrument agreements but do not represent the amount exchanged by counterparties and do not measure the Company's exposure to credit, foreign exchange, interest rate or market risks. However, the amounts exchanged are based on the notional amounts and other provisions of the underlying derivative financial instrument agreements. Notional amounts are denominated in U.S. dollars.
- (b) Balance sheet exposure is denominated in U.S. dollars and denotes the mark-to-market impact of the derivative financial instruments on the reporting date.

FASB guidance on derivatives and hedging requires companies to recognize all derivative instruments as either assets or liabilities at fair value in the balance sheet. In accordance with the FASB guidance on derivatives and hedging, the Company designates foreign exchange forward contracts, interest rate swaps and treasury rate locks as cash flow hedges. Foreign exchange forward contracts are entered into to cover the effects of future exchange rate variability on forecasted revenues and purchases of services, and interest rate swaps and treasury rate locks are entered into to cover interest rate fluctuation risk. In addition to this program, the Company uses derivative instruments that are not accounted for as hedges under the FASB guidance in order to hedge foreign exchange risks related to balance sheet items, such as receivables and intercompany borrowings, that are denominated in currencies other than the Company's underlying functional currency.

The fair value of the Company's derivative instruments and their location in the Company's financial statements are summarized in the table below:

	Cash flow hedges		Non-designated	
	As of December 31, 2020	As of March 31, 2021	As of December 31, 2020	As of March 31, 2021
Assets				
Prepaid expenses and other current assets	\$ 16,188	\$ 13,806	\$ 5,357	\$ 1,432
Other assets	\$ 6,164	\$ 5,036	\$ —	\$ —
Liabilities				
Accrued expenses and other current liabilities	\$ 16,387	\$ 13,936	\$ 3,785	\$ 5,817
Other liabilities	\$ 16,886	\$ 13,793	\$ 3,923	\$ 1,205

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7. Derivative financial instruments (Continued)

Cash flow hedges

For derivative instruments that are designated and qualify as cash flow hedges, the effective portion of the gain (loss) on the derivative instrument is reported as a component of other comprehensive income (loss) and reclassified into earnings in the same period or periods during which the hedged transaction is recognized in the consolidated statements of income. Gains (losses) on the derivatives, representing either hedge ineffectiveness or hedge components excluded from the assessment of effectiveness, are recognized in earnings as incurred.

In March 2021, the Company executed a treasury lock agreement for \$350,000 in connection with future interest payments to be made on its senior notes issued by Genpact Luxembourg S.à r.l. (“Genpact Luxembourg”) and Genpact USA, Inc. (“Genpact USA”), both wholly-owned subsidiaries of the Company, in March 2021 (the “2021 Senior Notes”), and the treasury lock was designated as a cash flow hedge. The treasury lock agreement was terminated on March 23, 2021 and a deferred gain was recorded in accumulated other comprehensive income and is being amortized to interest expense over the life of the 2021 Senior Notes. The remaining gain to be amortized related to the treasury lock agreement as of March 31, 2021 was \$814.

In connection with cash flow hedges, the gains (losses) recorded as a component of other comprehensive income (loss) (“OCI”), and the related tax effects are summarized below:

	Three months ended March 31,					
	2020			2021		
	Before Tax Amount	Tax (Expense) or Benefit*	Net of tax Amount	Before Tax Amount	Tax (Expense) or Benefit*	Net of tax Amount
Opening balance	\$ (4,126)	\$ (1,466)	\$ (5,592)	\$ (10,921)	\$ 1,861	\$ (9,060)
Net gains (losses) reclassified into statement of income on completion of hedged transactions	3,740	(961)	2,779	2,074	(466)	1,608
Changes in fair value of effective portion of outstanding derivatives, net	(63,000)	12,674	(50,326)	4,922	(1,233)	3,689
Gain (loss) on cash flow hedging derivatives, net	(66,740)	13,635	(53,105)	2,848	(767)	2,081
Closing balance	<u>\$ (70,866)</u>	<u>\$ 12,169</u>	<u>\$ (58,697)</u>	<u>\$ (8,073)</u>	<u>\$ 1,094</u>	<u>\$ (6,979)</u>

*The tax (expense) benefit includes the effect of novating certain hedging instruments as part of an intercompany transfer.

The gains or losses recognized in other comprehensive income (loss) and their effects on financial performance are summarized below:

Derivatives in Cash Flow Hedging Relationships	Amount of Gain (Loss) recognized in OCI on Derivatives (Effective Portion)		Location of Gain (Loss) reclassified from OCI into Statement of Income (Effective Portion)	Amount of Gain (Loss) reclassified from OCI into Statement of Income (Effective Portion)	
	Three months ended March 31,			Three months ended March 31,	
	2020	2021		2020	2021
Forward foreign exchange contracts	\$ (45,707)	\$ 3,083	Revenue	\$ 2,032	\$ (145)
Interest rate swaps	(17,293)	1,023	Cost of revenue	1,026	3,312
Treasury rate lock	—	816	Selling, general and administrative expenses	323	901
			Interest expense	359	(1,994)
	<u>\$ (63,000)</u>	<u>\$ 4,922</u>		<u>\$ 3,740</u>	<u>\$ 2,074</u>

There were no gains (losses) recognized in income on the ineffective portion of derivatives and excluded from effectiveness testing for the three months ended March 31, 2020 and 2021, respectively.

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7. Derivative financial instruments (Continued)

Non-designated Hedges

Derivatives not designated as hedging instruments	Location of Gain (Loss) recognized in Statement of Income on Derivatives	Three months ended March 31,	
		2020	2021
Forward foreign exchange contracts (Note a)	Foreign exchange gains (losses), net	\$ (14,759)	\$ 1,611
Forward foreign exchange contracts (Note b)	Foreign exchange gains (losses), net	3,963	—
		\$ (10,796)	\$ 1,611

- (a) These forward foreign exchange contracts were entered into to hedge fluctuations in foreign exchange rates for recognized balance sheet items such as receivables and intercompany borrowings, and were not originally designated as hedges under FASB guidance on derivatives and hedging. Realized gains (losses) and changes in the fair value of these derivatives are recorded in foreign exchange gains (losses), net in the consolidated statements of income.
- (b) These forward foreign exchange contracts were initially designated as cash flow hedges under ASC guidance on derivatives and hedging. These contracts were terminated because certain forecasted transactions were no longer expected to occur and therefore hedge accounting was no longer applied. Subsequently the realized gains (losses) were recorded in foreign exchange gains (losses) net in the consolidated statements of income.

In connection with the COVID-19 pandemic, the Company has reevaluated its hedging arrangements. The Company has considered the effect of changes, if any, in both counterparty credit risk and the Company's own non-performance risk while assessing hedge effectiveness and measuring hedge ineffectiveness. The Company believes that its hedges continue to be effective after taking into account the expected impact of the COVID-19 pandemic on the Company's hedged transactions.

8. Prepaid expenses and other current assets

Prepaid expenses and other current assets consist of the following:

	As of December 31, 2020	As of March 31, 2021
Advance income and non-income taxes	\$ 73,008	\$ 78,574
Contract asset (Note 20)	9,035	10,414
Prepaid expenses	32,375	36,306
Derivative instruments	21,545	15,238
Employee advances	2,636	3,111
Deposits	8,774	7,404
Advances to suppliers	2,716	3,999
Others	37,319	26,359
	\$ 187,408	\$ 181,405

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9. Property, plant and equipment, net

The following table provides the gross and net amount of property, plant and equipment:

	As of December 31, 2020	As of March 31, 2021
Property, plant and equipment, gross	\$ 792,463	\$ 783,076
Less: Accumulated depreciation and amortization	(561,341)	(564,903)
Property, plant and equipment, net	<u>\$ 231,122</u>	<u>\$ 218,173</u>

Depreciation expense on property, plant and equipment for the three months ended March 31, 2020 and 2021 was \$15,716 and \$17,128, respectively. Computer software amortization for the three months ended March 31, 2020 and 2021 was \$3,007 and \$1,460, respectively.

The Company recorded a write-down to certain property, plant and equipment and computer software during the three months ended March 31, 2021, as described in Note 10.

10. Goodwill and intangible assets

The following table presents the changes in goodwill for the year ended December 31, 2020 and three months ended March 31, 2021:

	For the year ended December 31, 2020	For the three months ended March 31, 2021
Opening balance	\$ 1,574,466	\$ 1,695,688
Goodwill relating to acquisitions consummated during the period	123,595	—
Impact of measurement period adjustments	(5,653)	—
Effect of exchange rate fluctuations	3,280	(6,323)
Closing balance	<u>\$ 1,695,688</u>	<u>\$ 1,689,365</u>

The following table presents the changes in goodwill by reporting unit for the year ended December 31, 2020:

	BCMI	CGRLH	HMS	Total
Opening balance	\$ 417,213	555,130	602,123	1,574,466
Goodwill relating to acquisitions consummated during the period	2,559	52,612	68,424	123,595
Impact of measurement period adjustments	(542)	(1,372)	(3,739)	(5,653)
Effect of exchange rate fluctuations	942	1,204	1,134	3,280
Closing balance	<u>\$ 420,172</u>	<u>607,574</u>	<u>667,942</u>	<u>1,695,688</u>

The following table presents the changes in goodwill by reporting unit for the three months ended March 31, 2021:

	BCMI	CGRLH	HMS	Total
Opening balance	\$ 420,172	607,574	667,942	1,695,688
Goodwill relating to acquisitions consummated during the period	—	—	—	—
Impact of measurement period adjustments	—	—	—	—
Effect of exchange rate fluctuations	(1,893)	(2,354)	(2,076)	(6,323)
Closing balance	<u>\$ 418,453</u>	<u>605,203</u>	<u>665,710</u>	<u>1,689,365</u>

The total amount of goodwill deductible for tax purposes was \$296,046 and \$289,773 as of December 31, 2020 and March 31, 2021, respectively.

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10. Goodwill and intangible assets (Continued)

The Company's intangible assets are as follows:

	As of December 31, 2020			As of March 31, 2021		
	Gross carrying amount	Accumulated amortization & Impairment	Net	Gross carrying amount	Accumulated amortization & Impairment	Net
Customer-related intangible assets	\$ 478,189	\$ 359,652	\$ 118,537	\$ 476,053	\$ 367,753	\$ 108,300
Marketing-related intangible assets	96,561	61,154	35,407	96,410	66,020	30,390
Technology-related intangible assets	152,293	90,866	61,427	151,685	97,656	54,029
Intangible assets under development	23,864	2,503	21,361	23,257	—	23,257
	750,907	514,175	\$ 236,732	\$ 747,405	\$ 531,429	\$ 215,976

Amortization expenses for intangible assets acquired as a part of business combination and disclosed in the consolidated statements of income under amortization of acquired intangible assets for the three months ended March 31, 2020 and 2021 were \$10,741 and \$16,176, respectively.

Amortization expenses for internally-developed and other intangible assets disclosed in the consolidated statements of income under cost of revenue and selling, general and administrative expenses for the three months ended March 31, 2020 and 2021 were \$6,906 and \$6,044, respectively.

During the three months ended March 31, 2020 and 2021, the Company tested the recoverability of certain technology-related intangible assets and certain property, plant and equipment, including computer software, as a result of changes in the Company's investment strategy and market trends. Based on the results of this testing, the Company determined that the carrying values of the assets tested were not recoverable, and the Company recorded complete write-downs of the carrying values of these assets amounting to \$0 and \$837 for the three months ended March 31, 2020 and 2021, respectively. These write-downs have been recorded in "other operating (income) expense, net" in the consolidated statement of income.

The summary below represents the impairment charge recorded for various categories of assets during the three months ended March 31, 2020 and March 31, 2021:

	Three months ended March 31,	
	2020	2021
Technology related intangibles	\$ —	\$ 205
Total intangibles	\$ —	\$ 205
Property, plant and equipment	\$ —	\$ 632
Total property, plant and equipment	\$ —	\$ 632
Grand total	\$ —	\$ 837

11. Short-term borrowings

The Company has the following borrowing facilities:

- (a) Fund-based and non-fund-based credit facilities with banks, which are available for operational requirements in the form of overdrafts, letters of credit, guarantees and short-term loans. As of December 31, 2020 and March 31, 2021, the limits available were \$14,311 and \$14,260, respectively, of which \$7,809 and \$7,213, respectively, was utilized, constituting non-funded drawdown.
- (b) A fund-based and non-fund based revolving credit facility of \$500,000, which the Company obtained through an amendment of its existing credit agreement on August 9, 2018, as described in Note 12. Prior to the amendment, the Company's revolving credit facility was \$350,000. The amended credit facility expires on August 8, 2023. The funded drawdown amount under the Company's revolving facilities bore interest at a rate equal to LIBOR plus a margin of 1.375% as of December 31, 2020 and March 31, 2021. The unutilized amount on the revolving facilities bore a commitment fee of 0.20% as of December 31, 2020 and March 31, 2021. As of December 31, 2020 and March 31, 2021, a total of \$252,347 and \$2,347, respectively, was utilized, of which \$250,000 and \$0, respectively, constituted funded drawdown and \$2,347 and \$2,347, respectively, constituted non-funded drawdown. The Company's amended credit agreement contains certain customary covenants, including a maximum leverage covenant and a minimum interest coverage ratio. During the period ended December 31, 2020 and March 31, 2021, the Company was in compliance with the financial covenants of the credit agreement.

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12. Long-term debt

In August 2018, the Company amended its 2015 credit facility (“the 2015 Facility”), which was comprised of an \$800,000 term loan and a \$350,000 revolving credit facility. The amended facility is comprised of a \$680,000 term loan, which represents the outstanding balance under the 2015 Facility as of the date of amendment, and a \$500,000 revolving credit facility. The amended facility expires on August 8, 2023. The amendment did not result in a substantial modification of \$550,814 of the outstanding term loan under the 2015 Facility. Further, as a result of the amendment, the Company extinguished the outstanding term loan under the 2015 Facility of \$129,186 and obtained additional funding of \$129,186, resulting in no change to the outstanding principal of the term loan under the amended facility. In connection with the amendment, the Company expensed \$2,029, representing partial acceleration of the amortization of the existing unamortized debt issuance costs and an additional fee paid to the Company’s lenders related to the term loan. The overall borrowing capacity under the revolving credit facility increased from \$350,000 to \$500,000. The amendment of the revolving credit facility resulted in accelerated amortization of \$82 relating to existing unamortized debt issuance cost. The remaining unamortized costs and an additional third-party fee paid in connection with the amendment will be amortized over the term of the amended facility, which will expire on August 8, 2023.

Borrowings under the amended credit facility bear interest at a rate equal to, at the election of the Company, either LIBOR plus an applicable margin equal to 1.375% per annum, compared to a margin of 1.50% under the 2015 Facility, or a base rate plus an applicable margin equal to 0.375% per annum, compared to a margin of 0.50% under the 2015 Facility, in each case subject to adjustment based on the Company’s debt ratings provided by Standard & Poor’s Rating Services and Moody’s Investors Service, Inc. Based on the Company’s election and current credit rating, the applicable interest rate is equal to LIBOR plus 1.375% per annum. The amended credit agreement restricts certain payments, including dividend payments, if there is an event of default under the credit agreement or if the Company is not, or after making the payment would not be, in compliance with certain financial covenants contained in the amended credit agreement. These covenants require the Company to maintain a net debt to EBITDA leverage ratio of below 3x and an interest coverage ratio of more than 3x. During the period ended March 31, 2021, the Company was in compliance with the terms of the credit agreement, including all of the financial covenants therein. The Company’s retained earnings are not subject to any restrictions on availability to make dividend payments to shareholders, subject to compliance with the financial covenants described above that are contained in the amended credit agreement.

As of December 31, 2020 and March 31, 2021, the amount outstanding under the term loan, net of debt amortization expense of \$1,150 and \$1,033, was \$593,850 and \$585,467, respectively. As of December 31, 2020 and March 31, 2021, the term loan bore interest at a rate equal to LIBOR plus a margin of 1.375% per annum. Indebtedness under the amended credit facility is unsecured. The amount outstanding on the term loan as of March 31, 2021 requires quarterly payments of \$8,500, and the balance of the loan is due and payable upon the maturity of the term loan on August 8, 2023.

The maturity profile of the term loan outstanding as of March 31, 2021, net of debt amortization expense, is as follows:

Year ended	Amount
2021	\$ 25,154
2022	33,564
2023	526,749
Total	\$ 585,467

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12. Long-term debt (Continued)

Genpact Luxembourg S.à r.l., a wholly owned subsidiary of the Company, issued \$350,000 aggregate principal amount of 3.70% senior notes in March 2017 (the “2017 Senior Notes”), and \$400,000 aggregate principal amount of 3.375% senior notes in November 2019 (the “2019 Senior Notes”). The 2017 Senior Notes and 2019 Senior Notes are fully guaranteed by the Company. The total debt issuance costs of \$2,642 and \$2,937 incurred in connection with the 2017 Senior Notes and 2019 Senior Notes offerings, respectively, are being amortized over their respective lives as additional interest expense. As of December 31, 2020 and March 31, 2021, the amount outstanding under the 2017 Senior Notes, net of debt amortization expense of \$658 and \$528, respectively, was \$349,342 and \$349,472, respectively, which is payable on April 1, 2022. As of December 31, 2020 and March 31, 2021, the amount outstanding under the 2019 Senior Notes, net of debt amortization expense of \$2,284 and \$2,141, respectively, was \$397,716 and \$397,859, respectively, which is payable on December 1, 2024.

In March 2021, Genpact Luxembourg S.à r.l. and Genpact USA, Inc., both wholly-owned subsidiaries of the Company, co-issued \$350,000 aggregate principal amount of 1.750% senior notes due 2026 (the “2021 Senior Notes,” and together with 2017 Senior Notes and 2019 Senior Notes, the “Senior Notes”). The 2021 Senior Notes are fully guaranteed by the Company. The total debt issuance cost of \$3,032 incurred in connection with the 2021 Senior Notes is being amortized over the life of the 2021 Senior Notes as additional interest expense. As of March 31, 2021, the amount outstanding under the 2021 Senior Notes, net of debt amortization expense of \$3,024, was \$346,976, which is payable on April 10, 2026.

The Company pays interest on (i) the 2017 Senior Notes semi-annually in arrears on April 1 and October 1 of each year, (ii) the 2019 Senior Notes semi-annually in arrears on June 1 and December 1 of each year, and (iii) the 2021 Senior Notes semi-annually in arrears on April 10 and October 10 of each year, ending on the maturity dates of April 1, 2022, December 1, 2024 and April 10, 2026, respectively. The Company, at its option, may redeem the Senior Notes at any time in whole or in part, at a redemption price equal to (i) 100% of the principal amount of the notes redeemed, together with accrued and unpaid interest on the redeemed amount, and (ii) if the notes are redeemed prior to, in the case of the 2017 Senior Notes, March 1, 2022, in the case of the 2019 Senior Notes, November 1, 2024, and in the case of the 2021 Senior Notes, March 10, 2026, a specified “make-whole” premium. The Senior Notes are subject to certain customary covenants, including limitations on the ability of the Company and certain of its subsidiaries to incur debt secured by liens, engage in certain sale and leaseback transactions and consolidate, merge, convey or transfer their assets substantially as an entirety. During the period ended March 31, 2021, the Company and its applicable subsidiaries were in compliance with the covenants. Upon certain change of control transactions, the applicable issuer or issuers will be required to make an offer to repurchase the Senior Notes at a price equal to 101% of the aggregate principal amount of such Senior Notes, plus accrued and unpaid interest. The interest rate payable on the Senior Notes is subject to adjustment if the credit rating of the Senior Notes is downgraded, up to a maximum increase of 2.0%.

A summary of the company’s long-term debt is as follows:

	As of December 31, 2020	As of March 31, 2021
Credit facility, net of amortization expenses	\$ 593,850	\$ 585,467
3.70% Senior Notes, net of debt amortization expenses	349,342	349,472
3.375% Senior Notes, net of debt amortization expenses	397,716	397,859
1.750% Senior Notes, net of debt amortization expenses	—	346,976
	\$ 1,340,908	\$ 1,679,774
Current portion	33,537	33,544
Non-current portion	1,307,371	1,646,230
Total	\$ 1,340,908	\$ 1,679,774

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13. Accrued expenses and other current liabilities

Accrued expenses and other current liabilities consist of the following:

	As of December 31, 2020	As of March 31, 2021
Accrued expenses	\$ 150,390	\$ 144,102
Accrued employee cost	286,399	148,827
Earn-out consideration	2,651	3,051
Statutory liabilities	104,768	120,467
Retirement benefits	1,967	2,327
Compensated absences	28,635	32,411
Derivative instruments	20,172	19,753
Contract liabilities (Note 20)	154,717	148,014
Finance leases liability	18,066	18,653
Other liabilities	39,004	37,493
	<u>\$ 806,769</u>	<u>\$ 675,098</u>

14. Other liabilities

Other liabilities consist of the following:

	As of December 31, 2020	As of March 31, 2021
Accrued employee cost	\$ 19,797	\$ 21,344
Earn-out consideration	5,621	5,221
Retirement benefits	11,947	12,220
Compensated absences	47,656	46,745
Derivative instruments	20,809	14,998
Contract liabilities (Note 20)	68,760	85,866
Finance leases liability	30,958	26,524
Others	32,850	44,186
	<u>\$ 238,398</u>	<u>\$ 257,104</u>

15. Employee benefit plans

The Company has employee benefit plans in the form of certain statutory and other programs covering its employees.

Defined benefit plans

In accordance with Indian law, the Company maintains a defined benefit retirement plan covering substantially all of its Indian employees. In accordance with Mexican law, the Company provides termination benefits to all of its Mexican employees. In addition, certain of the Company's subsidiaries in the Philippines, Israel and Japan sponsor defined benefit retirement programs.

Net defined benefit plan costs for the three months ended March 31, 2020 and 2021 include the following components:

	Three months ended March 31,	
	2020	2021
Service costs	\$ 2,927	\$ 3,581
Interest costs	1,357	1,394
Amortization of actuarial loss	651	593
Expected return on plan assets	(1,181)	(1,584)
Net defined benefit plan costs	<u>\$ 3,754</u>	<u>\$ 3,984</u>

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15. Employee benefit plans (Continued)

Defined contribution plans

During the three months ended March 31, 2020 and 2021 the Company contributed the following amounts to defined contribution plans in various jurisdictions:

	Three months ended March 31,	
	2020	2021
India	\$ 8,201	\$ 8,604
U.S.	4,423	5,424
U.K.	4,858	4,814
China	3,923	6,398
Other regions	2,655	2,909
Total	\$ 24,060	\$ 28,149

Deferred compensation plan

On July 1, 2018, Genpact LLC, a wholly-owned subsidiary of the Company, adopted an executive deferred compensation plan (the “Plan”). The Plan provides a select group of U.S.-based members of Company management with the opportunity to defer from 1% to 80% of their base salary and from 1% to 100% of their qualifying bonus compensation (or such other minimums or maximums as determined by the Plan administrator from time to time) pursuant to the terms of the Plan. Participant deferrals are 100% vested at all times. The Plan also allows for discretionary supplemental employer contributions by the Company, in its sole discretion, which will be subject to a two-year vesting schedule (50% vesting on the one-year anniversary of approval of the contribution and 50% vesting on the second year anniversary of approval of the contribution) or such other vesting schedule as determined by the Company. However, no such contribution has been made by the Company to date.

The Plan also provides an option for participants to elect to receive deferred compensation and earnings thereon on either fixed date(s) no earlier than two years following the applicable Plan year (or end of the applicable performance period for performance-based bonus compensation) or following a separation from service, in each case either in a lump sum or in annual installments over a term of up to 15 years. Participants can elect to change or re-defer their rights to receive the deferred compensation until the 10th anniversary following their separation from service, subject to fulfillment of certain conditions. Each Plan participant’s compensation deferrals are credited or debited with notional investment gains and losses equal to the performance of selected hypothetical investment funds offered under the Plan and elected by the participant.

The Company has investments in funds held in Company-owned life insurance policies which are held in a Rabbi Trust that are classified as trading securities. Management determines the appropriate classification of the securities at the time they are acquired and evaluates the appropriateness of such classifications at each balance sheet date. The securities are classified as trading securities because they are held for resale in anticipation of short-term fluctuations in market prices. The trading securities are stated at fair value.

The liability for the deferred compensation plan was \$26,390 and \$32,207 as of December 31, 2020 and March 31, 2021, respectively, and is included in “accrued expenses and other current liabilities” and “other liabilities” in the consolidated balance sheets.

In connection with the administration of the Plan, the Company has purchased company-owned life insurance policies insuring the lives of certain employees. The cash surrender value of these policies was \$26,832 and \$32,707 as of December 31, 2020 and March 31, 2021, respectively. The cash surrender value of these insurance policies is included in “other assets” in the consolidated balance sheets.

During the three months ended March 31, 2020 and 2021, the change in the fair value of the Plan assets was \$(1,558) and \$861, respectively, which is included in “other income (expense), net,” in the consolidated statements of income. During the three months ended March 31, 2020 and 2021, the change in the fair value of deferred compensation liabilities was \$(1,547) and \$803, respectively, which is included in “selling, general and administrative expenses.”

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16. Stock-based compensation

The Company has issued options under the Genpact Limited 2007 Omnibus Incentive Compensation Plan (the “2007 Omnibus Plan”) and the Genpact Limited 2017 Omnibus Incentive Compensation Plan (the “2017 Omnibus Plan”) to eligible persons, including employees, directors and certain other persons associated with the Company.

Under the 2007 Omnibus Plan, shares underlying options forfeited, expired, terminated or cancelled under any of the Company’s predecessor plans were added to the number of shares otherwise available for grant under the 2007 Omnibus Plan. The 2007 Omnibus Plan was amended and restated on April 11, 2012 to increase the number of common shares authorized for issuance by 5,593,200 shares to 15,000,000 shares. Further, during the year ended December 31, 2012, the number of common shares authorized for issuance under the 2007 Omnibus Plan was increased by 8,858,823 shares as a result of a one-time adjustment to outstanding unvested share awards in connection with a special dividend payment.

On May 9, 2017, the Company’s shareholders approved the adoption of the 2017 Omnibus Plan, pursuant to which 15,000,000 Company common shares are available for issuance. The 2017 Omnibus Plan was amended and restated on April 5, 2019 to increase the number of common shares authorized for issuance by 8,000,000 shares to 23,000,000 shares. No grants may be made under the 2007 Omnibus Plan after the date of adoption of the 2017 Omnibus Plan. Grants that were outstanding under the 2007 Omnibus Plan as of the date of Company’s adoption of the 2017 Omnibus Plan remain subject to the terms of the 2007 Omnibus Plan.

Stock-based compensation costs relating to the foregoing plans during the three months ended March 31, 2020 and March 31, 2021 were \$17,135 and \$17,084, respectively. These costs have been allocated to “cost of revenue” and “selling, general and administrative expenses.”

Stock options

All options granted under the 2007 and 2017 Omnibus Plans are exercisable into common shares of the Company, have a contractual period of ten years and vest over three to five years unless specified otherwise in the applicable award agreement. The Company recognizes compensation cost over the vesting period of the option.

Compensation cost is determined at the date of grant by estimating the fair value of an option using the Black-Scholes option-pricing model.

The following table shows the significant assumptions used in determining the fair value of options granted in the three months ended March 31, 2020 and March 31, 2021. The Company granted options covering 431,924 shares in the three months ended March 31, 2020.

	Three months ended March 31, 2020	Three months ended March 31, 2021
Dividend yield	0.89 %	0.97-1.08 %
Expected life (in months)	84	84
Risk-free rate of interest	1.50 %	1.21-1.37 %
Volatility	20.96 %	26.05-26.07 %

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16. Stock-based compensation (Continued)

A summary of stock option activity during the three months ended March 31, 2021 is set out below:

	Three months ended March 31, 2021			
	Shares arising out of options	Weighted average exercise price	Weighted average remaining contractual life (years)	Aggregate intrinsic value
Outstanding as of January 1, 2021	7,347,241	\$ 26.41	5.7	\$ —
Granted	771,196	40.33	—	—
Forfeited	—	—	—	—
Expired	—	—	—	—
Exercised	(158,000)	23.97	—	2,978
Outstanding as of March 31, 2021	7,960,437	\$ 27.81	5.9	\$ 120,057
Vested as of March 31, 2021 and expected to vest thereafter (Note a)	7,597,739	\$ 27.42	5.9	\$ 117,500
Vested and exercisable as of March 31, 2021	2,880,405	\$ 19.95	2.6	\$ 65,871
Weighted average grant date fair value of grants during the period	\$ 10.24			

(a) Options expected to vest reflect an estimated forfeiture rate.

As of March 31, 2021, the total remaining unrecognized stock-based compensation cost for options expected to vest amounted to \$22,258, which will be recognized over the weighted average remaining requisite vesting period of 3.2 years.

Restricted share units

The Company has granted restricted share units (“RSUs”) under the 2007 and 2017 Omnibus Plans. Each RSU represents the right to receive one common share. The fair value of each RSU is the market price of one common share of the Company on the date of the grant. The RSUs granted to date have graded vesting schedules of three months to four years. The compensation expense is recognized on a straight-line basis over the vesting term. A summary of RSU activity during the three months ended March 31, 2021 is set out below:

	Three months ended March 31, 2021	
	Number of Restricted Share Units	Weighted Average Grant Date Fair Value
Outstanding as of January 1, 2021	860,308	\$ 36.44
Granted	372,174	42.90
Vested (Note a)	(87,678)	32.60
Forfeited	(31,016)	34.61
Outstanding as of March 31, 2021	1,113,788	\$ 38.95
Expected to vest (Note b)	957,942	

(a) 87,678 RSUs that vested during the period were net settled upon vesting by issuing 56,947 shares (net of minimum statutory tax withholding).

(b) The number of RSUs expected to vest reflects the application of an estimated forfeiture rate.

34,092 RSUs that vested in the year ended December 31, 2019 were issued during the three months ended March 31, 2021.

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16. Stock-based compensation (Continued)

As of March 31, 2021, the total remaining unrecognized stock-based compensation cost related to RSUs amounted to \$25,895, which will be recognized over the weighted average remaining requisite vesting period of 2.8 years.

Performance units

The Company also grants stock awards in the form of performance units (“PUs”) and has granted PUs under both the 2007 and 2017 Omnibus Plans.

Each PU represents the right to receive one common share at a future date based on the Company’s performance against specified targets. PUs granted to date have vesting schedules of six months to three years. The fair value of each PU is the market price of one common share of the Company on the date of grant and assumes that performance targets will be achieved. PUs granted under the plans are subject to cliff vesting. The compensation expense for such awards is recognized on a straight-line basis over the vesting terms. During the performance period, the Company’s estimate of the number of shares to be issued is adjusted upward or downward based upon the probability of achievement of the performance targets. The ultimate number of shares issued and the related compensation cost recognized is based on a comparison of the final performance metrics to the specified targets.

A summary of PU activity during the three months ended March 31, 2021 is set out below:

	Three months ended March 31, 2021		
	Number of Performance Units	Weighted Average Grant Date Fair Value	Maximum Shares Eligible to Receive
Outstanding as of January 1, 2021	4,876,196	\$ 34.56	4,876,196
Granted	350,533	41.28	701,066
Vested (Note a)	(1,784,140)	30.66	(1,784,140)
Forfeited	(26,067)	37.37	(26,067)
Adjustment upon final determination of level of performance goal achievement (Note b)	9,625	42.48	9,625
Outstanding as of March 31, 2021	3,426,148	\$ 37.29	3,776,681
Expected to vest (Note c)	3,183,763		

- (a) 1,784,140 PSUs that vested during the period were net settled upon vesting by issuing 1,102,440 shares (net of minimum statutory tax withholding).
- (b) Represents an adjustment made in March 2021 to the number of shares subject to the PUs granted in 2020 upon certification of the level of achievement of the performance targets underlying such awards.
- (c) The number of PUs expected to vest reflects the application of an estimated forfeiture rate.

As of March 31, 2021, the total remaining unrecognized stock-based compensation cost related to PUs amounted to \$54,753, which will be recognized over the weighted average remaining requisite vesting period of 1.7 years.

Employee Stock Purchase Plan (ESPP)

On May 1, 2008, the Company adopted the Genpact Limited U.S. Employee Stock Purchase Plan and the Genpact Limited International Employee Stock Purchase Plan (together, the “ESPP”). In April 2018, these plans were amended and restated, and their terms were extended to August 31, 2028.

The ESPP allows eligible employees to purchase the Company’s common shares through payroll deductions at 90% of the closing price of the Company’s common shares on the last business day of each purchase interval. The dollar amount of common shares purchased under the ESPP may not exceed 15% of the participating employee’s base salary, subject to a cap of \$25 per employee per calendar year. With effect from September 1, 2009, the offering periods commence on the first business day in March, June, September and December of each year and end on the last business day of the subsequent May, August, November and February. 4,200,000 common shares have been reserved for issuance in the aggregate over the term of the ESPP.

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16. Stock-based compensation (Continued)

During the three months ended March 31, 2020 and 2021, 81,289 and 77,165 common shares, respectively, were issued under the ESPP.

The ESPP is considered compensatory under the FASB guidance on Compensation-Stock Compensation.

The compensation expense for the ESPP is recognized in accordance with the FASB guidance on Compensation-Stock Compensation. The compensation expense for the ESPP during the three months ended March 31, 2020 and 2021 was \$352 and \$346, respectively, and has been allocated to cost of revenue and selling, general and administrative expenses.

17. Capital stock

Share repurchases

The Board of Directors of the Company (the "Board") has authorized repurchases of up to \$1,750,000 under the Company's existing share repurchase program, including an additional \$500,000 approved during the first quarter of 2021. The Company's share repurchase program does not obligate it to acquire any specific number of shares. Under the program, shares may be purchased in privately negotiated and/or open market transactions, including under plans complying with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended.

During the three months ended March 31, 2020 and 2021, the Company repurchased 1,042,188 and 3,297,966 of its common shares, respectively, on the open market at a weighted average price of \$43.18 and \$40.68 per share, respectively, for an aggregate cash amount of \$45,000 and \$134,152, respectively. All repurchased shares have been retired.

The Company records repurchases of its common shares on the settlement date of each transaction. Shares purchased and retired are deducted to the extent of their par value from common stock and from retained earnings for the excess over par value. Direct costs incurred to acquire the shares are included in the total cost of the shares purchased. For the three months ended March 31, 2020 and 2021, retained earnings were reduced by the direct costs related to share repurchases of \$21 and \$66, respectively.

Approximately \$502,846 remained available for share repurchases under the Company's existing share repurchase program as of March 31, 2021. This repurchase program does not obligate the Company to acquire any specific number of shares and does not specify an expiration date.

Dividend

On February 6, 2020, the Company announced that its Board had approved a 15% increase in its quarterly cash dividend to \$0.0975 per share, up from \$0.085 per share in 2019, representing an annual dividend of \$0.39 per common share, up from \$0.34 per share in 2019, payable to holders of the Company's common shares. On March 18, 2020, the Company paid a dividend of \$0.0975 per share, amounting to \$18,543 in the aggregate, to shareholders of record as of March 9, 2020.

On February 9, 2021, the Company announced that its Board had approved a 10% increase in its quarterly cash dividend to \$0.1075 per share, up from \$0.0975 per share in 2020, representing a planned annual dividend of \$0.43 per common share, up from \$0.39 per share in 2020, payable to holders of the Company's common shares. On March 19, 2021, the Company paid a dividend of \$0.1075 per share, amounting to \$20,115 in the aggregate, to shareholders of record as of March 10, 2021.

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18. Earnings per share

The Company calculates earnings per share in accordance with FASB guidance on earnings per share. Basic and diluted earnings per common share give effect to the change in the number of Company common shares outstanding. The calculation of basic earnings per common share is determined by dividing net income available to common shareholders by the weighted average number of common shares outstanding during the respective periods. The potentially dilutive shares, consisting of outstanding options on common shares, restricted share units, common shares to be issued under the ESPP and performance units, have been included in the computation of diluted net earnings per share and the number of weighted average shares outstanding, except where the result would be anti-dilutive.

The number of shares subject to stock awards outstanding but not included in the computation of diluted earnings per common share because their effect was anti-dilutive is 304,070 and 1,575,294 for the three months ended March 31, 2020 and 2021, respectively.

	Three months ended March 31,	
	2020	2021
Net income	\$ 85,698	\$ 91,273
Weighted average number of common shares used in computing basic earnings per common share	190,626,757	188,650,112
Dilutive effect of stock-based awards	5,905,756	4,563,146
Weighted average number of common shares used in computing dilutive earnings per common share	196,532,513	193,213,258
Earnings per common share		
Basic	\$ 0.45	\$ 0.48
Diluted	\$ 0.44	\$ 0.47

19. Segment reporting

The Company manages various types of business process and information technology services in an integrated manner for clients in various industries and geographic locations. The Company's operating segments are significant strategic business units that align its products and services with how it manages its business, approaches key markets and interacts with its clients. Effective from the quarter and year ended December 31, 2019, the Company implemented operational changes in how its Chief Operating Decision Maker ("CODM") manages its businesses, including resource allocation and performance assessment. As a result of these changes, the Company now has three operating segments, representing the individual businesses that are run separately under the new structure.

The Company's reportable segments are as follows: (1) Banking, Capital Markets and Insurance ("BCMI"); (2) Consumer Goods, Retail, Life Sciences and Healthcare ("CGRLH"); and (3) High Tech, Manufacturing and Services ("HMS").

The Company has restated segment information for the historical periods presented herein to conform to the current presentation. This change in segment presentation does not affect the Company's consolidated statements of income, balance sheets or statements of cash flows.

The Company's Chief Executive Officer, who has been identified as the CODM, reviews operating segment revenue, which is a GAAP measure, and operating segment adjusted income from operations, which is a non-GAAP measure. The Company does not allocate and therefore the CODM does not evaluate stock based compensation expenses, amortization and impairment of acquired intangible assets, foreign exchange gain/(losses), interest income/(expense), restructuring expenses, acquisition related expenses, other income/(expense), or income taxes by segment. The Company's operating assets and liabilities pertain to multiple segments. The Company manages assets and liabilities on a total company basis, not by operating segment, and therefore asset and liabilities information and capital expenditures by operating segment are not presented to the CODM and are not reviewed by the CODM.

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19. Segment reporting (Continued)

Revenues and adjusted income from operations for each of the Company's segments for the three months ended March 31, 2020 were as follows:

	Reportable segments			Total Reportable segment	Others**	Total
	BCMI	CGRLH	HMS			
Revenues, net	268,757	305,221	354,218	928,196	(5,004)	923,192
Adjusted income from Operations	35,625	40,666	55,073	131,364	4,361	135,725
Stock-based compensation						(17,487)
Amortization and impairment of acquired intangible assets (other than included above)						(10,514)
Foreign exchange gains (losses), net						14,531
Interest income (expense), net						(11,696)
Income tax expense						(24,861)
Net income						<u>85,698</u>

***Revenues, net for "Others" primarily represents the impact of foreign exchange fluctuations, which is not allocated to the Company's segments for management's internal reporting purposes. Adjusted income from operations for "Others" primarily represents the impact of over-absorption of overhead, unallocated allowance for credit losses and foreign exchange fluctuations, which are not allocated to the Company's segments for management's internal reporting purposes.*

Revenues and adjusted income from operations for each of the Company's segments for the three months ended March 31, 2021 were as follows:

	Reportable segments			Total Reportable segment	Others*	Total
	BCMI	CGRLH	HMS			
Revenues, net	242,312	340,035	356,927	939,274	6,797	946,071
Adjusted income from operations	32,367	57,816	67,618	157,801	4,855	162,656
Stock-based compensation						(17,430)
Amortization and impairment of acquired intangible assets (other than included above)						(15,952)
Foreign exchange gains (losses), net						3,293
Interest income (expense), net						(12,342)
Income tax expense						(28,952)
Net income						<u>91,273</u>

**Revenues, net for "Others" primarily represents the impact of foreign exchange fluctuations, which is not allocated to the Company's segments for management's internal reporting purposes. Adjusted income from operations for "Others" primarily represents the impact of over-absorption of overhead and foreign exchange fluctuations, which are not allocated to the Company's segments for management's internal reporting purposes.*

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20. Net revenues

Disaggregation of revenue

In the following table, the Company's revenue is disaggregated by customer classification:

	Three months ended March 31,	
	2020	2021
GE	\$ 121,657	\$ 93,014
Global Clients	801,535	853,057
Total net revenues	\$ 923,192	\$ 946,071

All revenue from GE is included in revenue from the HMS segment, and the remainder of revenue from the HMS segment consists of revenue from Global Clients. All of the segment revenue from both the BCMI and CGRLH segments consists of revenue from Global Clients. Refer to Note 19 for details on net revenues attributable to each of the Company's segments.

The Company has evaluated the impact of the COVID-19 pandemic on the Company's net revenues for the three months ended March 31, 2020 and March 31, 2021 to ensure that revenue is recognized after considering all impacts to the extent currently known. Impacts observed include constraints on the Company's ability to render services, whether due to full or partial shutdowns of the Company's facilities or significant travel restrictions, penalties relating to breaches of service level agreements, and contract terminations or contract performance delays initiated by clients. The Company's net revenues for the three months ended March 31, 2020 were lower than expected before the onset of the pandemic, primarily due to delays in obtaining client approvals to shift to a virtual, work-from-home operating environment, whether as a result of regulatory constraints or due to privacy or security concerns. The COVID-19 pandemic did not have a significant impact on the Company's net revenues for the quarter ended March 31, 2021. Due to the nature of the pandemic, the Company will continue to monitor developments to identify significant uncertainties relating to revenue in future periods.

Contract balances

Accounts receivable include amounts for services that the Company has performed but for which payment has not been received. The Company typically follows a 30-day billing cycle and, as such, at any point in time may have accrued up to 30 days of revenues that have not been billed. The Company has determined that in instances where the timing of revenue recognition differs from the timing of invoicing, the related contracts generally do not include a significant financing component. Refer to Note 5 for details on the Company's accounts receivable and allowance for credit losses.

The following table shows the details of the Company's contract balances:

	As of December 31, 2020	As of March 31, 2021
Contract assets (Notes a)	\$ 15,805	\$ 18,927
Contract liabilities (Note b)		
Deferred transition revenue	\$ 130,804	\$ 148,539
Advance from customers	\$ 92,673	\$ 85,341

- (a) Included in "prepaid expenses and other current assets" and "other assets" in the consolidated balance sheet.
- (b) Included in "accrued expenses and other current liabilities" and "other liabilities" in the consolidated balance sheet.
- (c)

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20. Net revenues (Continued)

Contract assets represent the contract acquisition fees or other upfront fees paid to a customer. Such costs are amortized over the expected period of benefit and recorded as an adjustment to the transaction price and deducted from revenue. The Company's assessment did not indicate any significant impairment losses on its contract assets for the periods presented.

Contract liabilities include that portion of revenue for which payments have been received in advance from customers. The Company also defers revenues attributable to certain process transition activities for which costs have been capitalized by the Company as contract fulfillment costs. Consideration received from customers, if any, relating to such transition activities is also included as part of contract liabilities. The contract liabilities are included within "Accrued expenses and other current liabilities" and "Other liabilities" in the unaudited consolidated balance sheets. The revenues are recognized as (or when) the performance obligation is fulfilled under the contract with the customer.

Changes in the Company's contract asset and liability balances during the year ended December 31, 2020 and the three months ended March 31, 2021 were a result of normal business activity and not materially impacted by any other factors.

Revenue recognized during the year ended December 31, 2020 and the three months ended March 31, 2021 that was included in the contract liabilities balance at the beginning of the period was \$102,893 and \$58,892, respectively.

The following table includes estimated revenue expected to be recognized in the future related to remaining performance obligations as of March 31, 2021:

Particulars	Total	Less than 1 year	1-3 years	3-5 years	After 5 years
Transaction price allocated to remaining performance obligations	\$ 233,880	148,013	68,862	14,365	2,640

The following table provides details of the Company's contract cost assets:

Particulars	Three months ended March 31, 2020		Three months ended March 31, 2021	
	Sales incentive programs	Transition activities	Sales incentive programs	Transition activities
Opening balance	\$ 35,366	\$ 170,132	\$ 33,390	\$ 192,507
Closing balance	34,417	176,649	30,813	202,191
Amortization	4,119	13,533	4,796	17,145

21. Other operating (income) expense, net

	Three months ended March 31,	
	2020	2021
Write-down of intangible assets and property, plant and equipment	\$ —	\$ 837
Other operating income	(320)	(484)
Other operating (income) expense, net	\$ (320)	\$ 353

22. Interest income (expense), net

	Three months ended March 31,	
	2020	2021
Interest income	\$ 2,274	\$ 1,171
Interest expense	(13,970)	(13,513)
Interest income (expense), net	\$ (11,696)	\$ (12,342)

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23. Income taxes

The Company determines its tax provision for interim periods using an estimate of its annual effective tax rate adjusted for discrete items, if any, that are taken into account in the relevant period. Each quarter, the Company updates its estimate of the annual effective tax rate, and if its estimated tax rate changes, the Company makes a cumulative adjustment.

The Company's effective tax rate ("ETR") was 24.1% for the three months ended March 31, 2021, up from 22.5% for the three months ended March 31, 2020. The increase in the Company's ETR is primarily due to the expiration of certain tax benefits in 2021 and an increase in discrete benefits recorded in the first quarter of 2020 compared to the first quarter of 2021.

As of December 31, 2020, the Company had unrecognized tax benefits amounting to \$34,300, which, if recognized, would impact the Company's ETR.

The following table summarizes activities related to the Company's unrecognized tax benefits for uncertain tax positions for the three months ended March 31, 2021:

	Three months ended March, 2021	
Opening balance at January 1	\$	34,300
Decrease related to settlements with tax authorities		(1,168)
Effect of exchange rate changes		(538)
Closing balance at March 31	\$	32,594

The Company's unrecognized tax benefits as of March 31, 2021 amounted to \$32,594, which, if recognized, would impact the Company's ETR.

As of December 31, 2020 and March 31, 2021, the Company had accrued approximately \$6,369 and \$5,557, respectively, in interest and \$900 and \$723, respectively, for penalties relating to unrecognized tax benefits.

During the year ended December 31, 2020 and the three months ended March 31, 2021, the Company recognized approximately \$662 and (\$783), respectively, in interest on unrecognized tax benefits.

24. Other income (expense), net

	Three months ended March 31,	
	2020	2021
Other income (expense)	\$ (2,934)	\$ 1,392
Other income (expense), net	\$ (2,934)	\$ 1,392

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25. Commitments and contingencies

Capital commitments

As of December 31, 2020 and March 31, 2021, the Company has committed to spend \$5,128 and \$4,405, respectively, under agreements to purchase property, plant and equipment. This amount is net of capital advances paid in respect of these purchases.

Bank guarantees

The Company has outstanding bank guarantees and letters of credit amounting to \$10,156 and \$9,560 as of December 31, 2020 and March 31, 2021, respectively. Bank guarantees are generally provided to government agencies and excise and customs authorities for the purpose of maintaining a bonded warehouse. These guarantees may be revoked if the government agencies suffer any losses or damages through the breach of any of the covenants contained in the agreements governing such guarantees.

Other commitments

Certain units of the Company's Indian subsidiaries are established as Software Technology Parks of India units or Special Economic Zone ("SEZ") units under the relevant regulations issued by the Government of India. These units are exempt from customs and other duties on imported and indigenous capital goods, stores and spares. SEZ units are also exempt from the Goods and Services Tax ("GST") that was introduced in India in 2017. The Company has undertaken to pay taxes and duties, if any, in respect of capital goods, stores, spares and services consumed duty-free, in the event that certain terms and conditions are not fulfilled.

Contingency

In February 2019, there was a judicial pronouncement in India with respect to defined contribution benefit payments interpreting certain statutory defined contribution obligations of employees and employers. It is not currently clear whether the interpretation set out in the pronouncement has retrospective application. If applied retrospectively, the interpretation would result in an increase in contributions payable by the Company for past periods for certain of its India-based employees. There are numerous interpretative challenges concerning the retrospective application of the judgment. Due to such challenges and a lack of interpretive guidance and based on legal advice the Company has obtained on the matter, it is currently impracticable to reliably estimate the timing and amount of any payments the Company may be required to make. Accordingly, the Company plans to obtain further clarity and will evaluate the amount of a potential provision, if any.

The Indian taxing authorities ("ITA") have initiated proceedings to examine the availability of the tax exemption claimed in respect of exports of services and related refunds under the GST tax regime and the previous service tax regime. In the second quarter of 2020, the ITA began to challenge or reject the Company's Indian GST and service tax refunds in certain Indian states. In total, refunds of \$16,090 have been denied or challenged by the ITA, and additional refunds may be denied.

The Company had requested these refunds pursuant to the tax exemption available for exports under the previous service tax regime as well as the current GST regime in respect of services performed by the Company in India for affiliates and clients outside of India. In denying the refunds, the ITA have taken the position that the services provided are local services, which interpretation, if correct, would make the service tax and GST exemption on exports unavailable to the Company in respect of such services. The Company is pursuing appeals of the denial of these refunds before relevant appellate authorities. The Company believes that the denial of the refunds claimed pursuant to the service tax and GST exemption is incorrect and that the risk that the liability will materialize is remote. Accordingly, no reserve has been provided as of March 31, 2021. Additional potentially material challenges and assessments may result from ongoing proceedings.

Additionally, an affiliate of the Company in India received an assessment order in 2016 seeking to assess tax amounting to \$112,216 (including interest to the date of the order) on certain transactions that occurred in 2013. This amount excludes penalty or interest accrued since the date of the order. The Company filed an appeal against this assessment order with the Commissioner Income Tax (Appeals), the first tax appellant authority in India, which ruled against the Company.

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25. Commitments and contingencies (continued)

Subsequently, the Company filed an appeal with the Income Tax Appellate Tribunal of India (“Tribunal”). The Tribunal has accepted the legal arguments raised by the Company and the assessment order has been cancelled. The taxes paid under protest amounting to \$27,556 are yet to be refunded to the Company. The Indian tax authorities may appeal the order of the Tribunal before higher appellate authorities. Based on its evaluation of the facts underlying the transaction and legal advice received, the Company believes that it is more likely than not that this transaction would not be subject to tax liability in India. Accordingly, no reserve has been provided as of March 31, 2021.

In September 2020, the Indian Parliament approved the Code on Social Security, 2020 (the “Code”), which will impact the Company’s contributions to its defined contribution and defined benefit plans for employees based in India. The date the changes will take effect is not yet known and the rules for quantifying the financial impact have not yet been published. The Company will evaluate the impact of the Code on the Company in its financial statements for the period in which the Code becomes effective and the related rules are published.

26. Subsequent Events

Dividend

On May 5, 2021, the Company announced that its Board of Directors has declared a dividend for the second quarter of 2021 of \$0.1075 per common share, which is payable on June 23, 2021 to shareholders of record as of the close of business on June 11, 2021. The declaration of any future dividends will be at the discretion of the Board of Directors and subject to Bermuda and other applicable laws.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with our consolidated financial statements and the related notes that appear elsewhere in this Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K for the year ended December 31, 2020 and with the information under the heading “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report on Form 10-K for the year ended December 31, 2020. In addition to historical information, this discussion includes forward-looking statements and information that involves risks, uncertainties and assumptions, including but not limited to those listed below and under “Risk Factors” in this Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K for the year ended December 31, 2020.

Special Note Regarding Forward-Looking Statements

We have made statements in this Quarterly Report on Form 10-Q (the “Quarterly Report”) in, among other sections, Part I, Item 2—“Management’s Discussion and Analysis of Financial Condition and Results of Operations” that are forward-looking statements. 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 Part II, Item 1A—“Risk Factors” in this Quarterly Report on Form 10-Q and Part I, Item 1A—“Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2020. For a discussion of risks of which we are aware in relation to the COVID-19 pandemic, see “Our business and results of operations have been adversely impacted and may in the future be adversely impacted by the COVID-19 pandemic” under Part I, Item 1A—“Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2020 and the supplemental information included under Part II, Item 1A—“Risk Factors” in this Quarterly Report on Form 10-Q. Many of the risks, uncertainties and other factors identified below are, and will be, amplified by the COVID-19 pandemic.

Forward-looking statements we may make 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 related to the 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:

- the impact of the COVID-19 pandemic and related response measures on our business, results of operations and financial condition;
- 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 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;
- telecommunications or technology disruptions or breaches, natural or other disasters, or medical epidemics or pandemics, including the COVID-19 pandemic;
- 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 tax policy changes in India, and our ability to effectively execute our tax planning strategies;
- 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 employee utilization rates;
- 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 plans payment obligations;
- clarification as to the possible retrospective application of a judicial pronouncement in India regarding our defined contribution and benefit plans 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, the development of alternative rates, including the Secured Overnight Financing Rate, 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;
- 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;
- 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.

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. We undertake no obligation to update any of these forward-looking statements after the date of this filing 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 Form 10-K, Form 10-Q and Form 8-K reports to the Securities and Exchange Commission (the “SEC”).

Continued impact of COVID-19 on our business and results of operations

The COVID-19 pandemic continues to materially impact the global economy and the markets in which we operate. Actions taken by international, federal, state, and local public health and governmental authorities to contain and combat the outbreak and spread of the COVID-19 pandemic across the globe, including travel bans, quarantines and “stay-at-home” orders, and similar mandates continue to substantially restrict daily activities and have had an impact on our business, financial condition and results of operations. This section provides a brief overview of how we are responding to known and anticipated impacts of the COVID-19 pandemic on our business, financial condition and results of operations.

The remote work arrangements that we implemented in 2020 remain in place in most locations. For the limited number of employees who have returned to our offices, we have implemented new safety, cleaning and medical screening procedures in our offices. In addition, we have also worked and continue to work with national, state, and local authorities to comply with applicable rules and regulations related to the COVID-19 pandemic.

Our Global Leadership Council continues to coordinate and oversee our actions in response to the COVID-19 pandemic, including with respect to business continuity planning, revenue and profitability, transformation service offerings to address new and developing client needs, and human resource policies. We believe that this coordinated effort will maximize our flexibility and allow us to quickly implement necessary protocols for devising solutions to the problems we and our clients are facing and may face in the future in relation to the pandemic. We recently announced our collaboration with the COVID Collaborative and the Creative Destruction Lab Rapid Screening Consortium to launch the US Rapid Action Consortium, whose goal is to work together with a diverse ecosystem of leading private sector businesses, experts and organizations to accelerate the use of safe, cost-effective rapid COVID-19 testing to better enable businesses to return to the office safely.

Beginning in 2021, some parts of the world have experienced increased availability and administration of vaccines, as well as an easing of travel, workplace and supply chain restrictions. On the other hand, infection rates continue to rise in many countries, including in India where we have substantial operations. A devastating second wave of COVID-19 has been spreading across India since March 2021, leaving millions of people infected and putting an enormous strain on the country’s health care system. The Indian government has reinstated partial lockdowns in certain cases, limiting the movement of our employees. Additionally, we are experiencing higher than normal levels of employee absenteeism due to illness or employees caring for family members who are sick. Although this humanitarian crisis has not yet had a material impact on our ability to deliver services to our clients, we have initiated business continuity procedures assuming a worsening of the situation in these countries, and any further deterioration of the situation in India, including a continued rise in cases, could adversely affect our business and results of operations.

As the COVID-19 pandemic evolves, we will continue to assess its impact on the Company and respond accordingly, including by taking further actions that alter our business operations as may be required by regulatory authorities or that we determine are in the best interests of our employees, customers, suppliers and shareholders. The ultimate impact of COVID-19 on our business and the industry in which we operate remains unknown and unpredictable. Our past results may not be indicative of our future performance, and our financial results in future periods, including but not limited to net revenues, income from operations, income from operations margin, net income and earnings per share, may differ materially from historical trends. The extent of the impact of the COVID-19 pandemic on our business will depend on a number of factors, including but not limited to the duration and severity of the pandemic; rates of vaccination; the macroeconomic impact of the spread of the virus; and related government stimulus measures. We are currently unable to predict the full impact that COVID-19 will have on our results from operations, financial condition, liquidity and cash flows due to numerous uncertainties, including the duration and severity of the pandemic and containment measures and the related macroeconomic impacts. For example, to the extent the pandemic continues to disrupt economic activity globally, we, like other businesses, will not be immune from its effects, and our business, results of operations and financial condition may be adversely affected, possibly materially, by prolonged decreases in spending on the types of

services we provide, deterioration of our clients' credit, or reduced economic activities. In addition, some of our expenses are less variable in nature and do not closely correlate in revenues, which may lead to a decrease in our profitability.

For additional information about the risks we face in relation to the COVID-19 pandemic, see Part I, Item 1A—"Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2020 and the supplemental information included under Part II, Item 1A—"Risk Factors" in this Quarterly Report on Form 10-Q.

Overview

We are a global professional services firm that makes business transformation real. We drive digital-led innovation and run digitally-enabled intelligent operations for our clients, guided by our experience running thousands of processes for hundreds of Fortune Global 500 clients. We have over 98,000 employees serving clients in key industry verticals from more than 30 countries. Our registered office is located at Canon's Court, 22 Victoria Street, Hamilton HM 12, Bermuda.

In the quarter ended March 31, 2021, we had net revenues of \$946.1 million, of which \$853.1 million, or 90%, was from clients other than General Electric ("GE"), which we refer to as Global Clients, with the remaining \$93.0 million, or 10%, from GE.

Certain Acquisitions

On December 31, 2020, we acquired 100% of the outstanding equity interests in Enquero Inc, a California corporation, and certain affiliated entities in India, the Netherlands and Canada (collectively referred to as "Enquero") for total purchase consideration of \$148.9 million. This amount represents cash consideration of \$137.3 million, net of cash acquired of \$11.6 million. This acquisition increases the scale and depth of our data and analytics capabilities, enhancing our ability to accelerate the digital transformation journeys of our clients through cloud technologies and advanced data analytics. Goodwill arising from the acquisition amounting to \$86.7 million has been allocated among our three reporting units as follows: Banking, Capital Markets and Insurance ("BCMI") in the amount of \$2.6 million, Consumer Goods, Retail, Life Sciences and Healthcare ("CGRLH") in the amount of \$22.2 million and High Tech, Manufacturing and Services ("HMS") in the amount of \$61.9 million, using a relative fair value allocation method. The goodwill arising from this acquisition is not deductible for income tax purposes. The goodwill represents primarily the acquired capabilities, operating synergies and other benefits expected to result from combining the acquired operations with our existing operations.

On October 5, 2020, we acquired 100% of the outstanding equity/limited liability company interests in SomethingDigital.Com LLC, a New York limited liability company, for total purchase consideration of \$57.5 million. This amount represents cash consideration of \$56.1 million, net of cash acquired of \$1.4 million. This acquisition supports our strategy to integrate experience and process innovation to help clients on their digital transformation journeys and expands on our existing experience capabilities to support end-to-end digital commerce solutions, both business-to-business and business-to-consumer. Additionally, this acquisition expands our capabilities into Magento Commerce, which powers Adobe Commerce Cloud, and Shopify Plus, a cloud-based-ecommerce platform for high-volume merchants. Goodwill arising from the acquisition amounting to \$36.9 million has been allocated among two of our reporting units as follows: CGRLH in the amount of \$30.4 million and HMS in the amount of \$6.5 million, using a relative fair value allocation method. Of the total goodwill arising from this acquisition, \$35.1 million is deductible for income tax purposes. The goodwill represents primarily the acquired capabilities, operating synergies and other benefits expected to result from combining the acquired operations with our existing operations.

On November 12, 2019, we acquired the outstanding equity/limited liability company interests in Rightpoint Consulting, LLC, an Illinois limited liability company, and certain affiliated entities in the United States and India (collectively referred to as "Rightpoint") for total purchase consideration of \$270.7 million. This amount includes cash consideration of \$268.2 million, net of cash acquired of \$2.5 million. This acquisition expands our capabilities in improving customer experience and strengthens our reputation as a thought leader in this space. The securities purchase agreement provided certain of the selling equity holders the option to elect to either (a) receive 100% consideration in cash at the closing date for their limited liability company interests and vested options or (b) "roll over" and retain 25% of their Rightpoint limited liability company interests and vested options and receive consideration in cash at closing for the remaining 75% of their Rightpoint limited liability company interests and vested options. Certain selling equity holders elected to receive deferred, variable earn-out consideration with an estimated value of \$21.5 million over the three-year rollover period, which is included in the purchase consideration. The amount of deferred consideration ultimately paid to the rollover sellers will be based on the future revenue multiple of the acquired business. Goodwill arising from the acquisition amounting to \$177.2 million has been allocated among our three reporting units as follows: BCMI in the

amount of \$17.0 million, CGRLH in the amount of \$43.0 million and HMS in the amount of \$117.2 million. Of the total goodwill arising from this acquisition, \$91.9 million is deductible for income tax purposes. The goodwill primarily represents the acquired capabilities, operating synergies and other benefits expected to result from combining the acquired operations with our existing operations.

Critical Accounting Policies and Estimates

For a description of our critical accounting policies, see Note 2—“Summary of significant accounting policies” under Part I, Item 1—“Financial Statements” above, Part II, Item 7—“Management’s Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates,” and Note 2—“Summary of significant accounting policies” under Part IV, Item 15—“Exhibits and Financial Statement Schedules” in our Annual Report on Form 10-K for the year ended December 31, 2020.

Due to rounding, the numbers presented in the tables included in this “Item 2—Management’s Discussion and Analysis of Financial Condition and Results of Operations” may not add up precisely to the totals provided.

Results of Operations

The following table sets forth certain data from our consolidated statements of income for the three months ended March 31, 2020 and 2021.

	Three months ended March 31,		Percentage Change
	2020	2021	Increase/(Decrease) 2021 vs. 2020
	(dollars in millions)		
Net revenues— Global Clients	\$ 801.5	\$ 853.1	6.4%
Net revenues— GE	121.7	93.0	(23.5)%
Total net revenues	923.2	946.1	2.5%
Cost of revenue	604.8	600.9	(0.6)%
Gross profit	318.4	345.1	8.4%
Gross profit margin	34.5 %	36.5 %	
Operating expenses			
Selling, general and administrative expenses	197.3	200.7	1.7%
Amortization of acquired intangible assets	10.7	16.2	50.6%
Other operating (income) expense, net	(0.3)	0.4	(210.3)%
Income from operations	110.7	127.9	15.6%
Income from operations as a percentage of net revenues	12.0 %	13.5 %	
Foreign exchange gains (losses),net	14.5	3.3	(77.3)%
Interest income (expense), net	(11.7)	(12.3)	5.5%
Other income (expense), net	(2.9)	1.4	(147.4)%
Income before income tax expense	110.6	120.2	8.7%
Income tax expense	24.9	29.0	16.5%
Net income	\$ 85.7	\$ 91.3	6.5%
Net income as a percentage of net revenues	9.3 %	9.6 %	

Three Months Ended March 31, 2021 Compared to the Three Months Ended March 31, 2020

Net revenues. Our net revenues were \$946.1 million in the first quarter of 2021, up \$22.9 million, or 2.5%, from \$923.2 million in the first quarter of 2020. The growth in our net revenues was primarily driven by an increase in transformation services delivered to our Global Clients. Our net revenues from GE declined in the first quarter of 2021 compared to the first quarter of 2020, mainly due to contractual commitments to reduce the number of employees providing services, a reduction by GE in expenditures on information technology services, and the impact of macroeconomic factors on GE's businesses, as well as GE's divestitures of certain businesses we continue to serve as Global Clients and the inclusion of revenue from such businesses as Global Client revenue beginning in 2021.

Adjusted for foreign exchange, primarily the impact of changes in the value of the Australian dollar, euro, and U.K. pound sterling against the U.S. dollar, our net revenues grew 1.2% in the first quarter of 2021 compared to the first quarter of 2020 on a constant currency¹ basis. Revenue growth on a constant currency¹ basis is a non-GAAP measure. We provide information about our revenue growth on a constant currency¹ basis so that our revenue may be viewed without the impact of foreign currency exchange rate fluctuations, thereby facilitating period-to-period comparisons of our business performance. Total net revenues on a constant currency¹ basis are calculated by restating current-period activity using the prior fiscal period's foreign currency exchange rates and adjusted for hedging gains/losses.

Our average headcount decreased by 0.3% to approximately 97,100 in the first quarter of 2021 from approximately 97,400 in the first quarter of 2020.

	Three months ended March 31,		Percentage Change
	2020	2021	Increase/(Decrease) 2021 vs. 2020
	(dollars in millions)		
Net revenues – Global Clients	\$ 801.5	\$ 853.1	6.4%
Net revenues – GE	\$ 121.7	\$ 93.0	(23.5)%
Total net revenues	\$ 923.2	\$ 946.1	2.5%

Net revenues from Global Clients in the first quarter of 2021 were \$853.1 million, up \$51.5 million, or 6.4%, from \$801.5 million in the first quarter of 2020. This increase was primarily driven by growth in our CGRLH segment and high tech clients within our HMS segment. As a percentage of total net revenues, net revenues from Global Clients increased from 86.8% in the first quarter of 2020 to 90.2% in the first quarter of 2021.

Net revenues from GE in the first quarter of 2021 declined 23.5% compared to the first quarter of 2020, mainly due to the contractual productivity commitments described above, a reduction by GE in expenditures on information technology services projects, and the impact of macroeconomic factors on GE's businesses, as well as the inclusion of \$9.2 million in revenue from certain GE-divested businesses as Global Client revenue in 2021 following their divestiture by GE.

Revenues by segment were as follows:

	Three months ended March 31,		Percentage Change
	2020	2021	Increase/(Decrease) 2021 vs. 2020
	(dollars in millions)		
BCMI	268.8	242.3	(9.8)%
CGRLH	\$ 305.2	\$ 340.0	11.4%
HMS	354.2	356.9	0.8%
Others	(5.0)	6.8	235.8%
Total net revenues	\$ 923.2	\$ 946.1	2.5%

Net revenues from our BCMI segment decreased by 9.8% in the first quarter of 2021 compared to the first quarter of 2020, as a result of lower revenues due to the restructuring of a contract with a large client in our banking and capital markets vertical, partially offset by slightly higher revenues from clients in our insurance vertical. Net revenues from our CGRLH segment increased by 11.4% in the first quarter of 2021 compared to the first quarter of 2020, primarily driven by

¹ Revenue growth on a constant currency basis is a non-GAAP measure and is calculated by restating current-period activity using the prior fiscal period's foreign currency exchange rates adjusted for hedging gains/losses in such period.

an increase in transformation services, which also included revenue from our recent acquisitions of Enquero and SomethingDigital.Com LLC. Net revenues from our HMS segment increased by 0.8% in the first quarter of 2021 compared to the first quarter of 2020. An increase in revenues from Global Clients in our high tech, manufacturing and services verticals was partially offset by lower GE revenues. Net revenues from “Others” primarily represents the impact of foreign exchange fluctuations, which is not allocated to the Company’s segments for management’s internal reporting purposes. For additional information, see Note 19—“Segment reporting” under Part I, Item 1—“Financial Statements” above.

Cost of revenue. Cost of revenue was \$600.9 million in the first quarter of 2021, down \$3.8 million, or 0.6%, from the first quarter of 2020. The decrease in our cost of revenue in the first quarter of 2021 compared to the first quarter of 2020 was primarily due to (i) improved utilization of transformation services resources, (ii) lower travel costs as a result of the ongoing impact of COVID-19, and (iii) a non-recurring charge related to retirement fund assets in India recognized in the first quarter of 2020, compared to no such charge recognized in the first quarter of 2021. This decrease was partially offset by (i) an increase in our operational headcount, including in the number of onshore personnel related to large deals and transformation services delivery and from our acquisitions of SomethingDigital.Com LLC and Enquero, and (ii) wage inflation.

Gross margin. Our gross margin increased from 34.5% in the first quarter of 2020 to 36.5% in the first quarter of 2021, driven by higher revenue and improved utilization of transformation services resources as well as lower travel costs as a result of the ongoing impact of the COVID-19 pandemic in the first quarter of 2021 compared to the first quarter of 2020. Our gross margin for the first quarter of 2020 was negatively impacted by (i) a non-recurring charge related to retirement fund assets in India and (ii) our inability to bill certain clients due to a lack of client consents in certain cases for our employees to work from home.

Selling, general and administrative expenses (SG&A). SG&A expenses as a percentage of total net revenues decreased from 21.4% in the first quarter of 2020 to 21.2% in the first quarter of 2021. SG&A expenses were \$200.7 million in the first quarter of 2021, up \$3.4 million, or 1.7%, from the first quarter of 2020. This increase in expense was primarily due to higher investments in sales and marketing and was partially offset by a decrease in travel costs as a result of the ongoing impact of the COVID-19 pandemic in the first quarter of 2021 compared to the first quarter of 2020.

Amortization of acquired intangibles. Amortization of acquired intangibles was \$16.2 million in the first quarter of 2021, up \$5.4 million, or 50.6%, compared to the first quarter of 2020. This increase is primarily due to higher amortization expense related to intangibles pertaining to the acquisitions of Enquero and SomethingDigital.Com LLC in the fourth quarter of 2020.

Other operating (income) expense, net. Other operating expense (net of income) was \$0.4 million in the first quarter of 2021, compared to operating income (net of expense) of \$0.3 million in the first quarter of 2020. The increase is primarily due to an asset impairment charge of \$0.8 million relating to technology-related intangible assets and certain property, plant and equipment in the first quarter of 2021.

Income from operations. As a result of the foregoing factors, income from operations as a percentage of total net revenues increased from 12.0% in the first quarter of 2020 to 13.5% in the first quarter of 2021. Income from operations increased by \$17.2 million to \$127.9 million in the first quarter of 2021 from \$110.7 million in the first quarter of 2020, driven by higher revenues and associated operating income margins.

Foreign exchange gains (losses), net. We recorded a net foreign exchange gain of \$3.3 million in the first quarter of 2021, compared to a net foreign exchange gain of \$14.5 million in the first quarter of 2020. The gain in the first quarter of 2021 was due to the depreciation of the Indian rupee against the U.S. dollar, while the gain in the first quarter of 2020 was primarily due to the depreciation of the Indian rupee and Australian dollar against the U.S. dollar.

Interest income (expense), net. Our interest expense (net of interest income) was \$12.3 million in the first quarter of 2021, up \$0.6 million, or 5.5%, compared to the first quarter of 2020, primarily due to a \$1.1 million decrease in interest income as a result of a lower interest rate on cash deposits in India, partially offset by a \$0.5 million decrease in interest expense. The decrease in interest expense was primarily due to lower interest expense on earn-out consideration and a lower average London Interbank Offered Rate (“LIBOR”)-based rate on our revolving credit facility and our term loan due to a decrease in the average LIBOR rate during the first quarter of 2021 compared to the first quarter of 2020, partially offset by the impact of interest rate swaps in the first quarter of 2021 compared to the first quarter of 2020, which we discuss in the section titled “Liquidity and Capital Resources—Financial Condition” below. The weighted average rate of interest on our debt, including the net impact of interest rate swaps, decreased from 3.2% in the first quarter of 2020 to 3.0% in the first quarter of 2021.

Other income (expense), net. Our other income (net of expense) was \$1.4 million in the first quarter of 2021, compared to other expense (net of income) of \$2.9 million in the first quarter of 2020. The other net income in the first quarter of 2021 is primarily attributable to changes in the fair value of assets in our deferred compensation plan. The other net expense in the first quarter of 2020 is primarily attributable to changes in the fair value of assets in our deferred compensation plan and an expense adjustment relating to an export subsidy in India.

Income tax expense. Our income tax expense was \$29.0 million in the first quarter of 2021, up from \$24.9 million in the first quarter of 2020, representing an effective tax rate (“ETR”) of 24.1%, up from 22.5% in the first quarter of 2020. The increase in our tax expense in the first quarter of 2021 compared to the first quarter of 2020 was primarily due to higher pre-tax income, expiration of certain tax benefits in 2021 and higher discrete benefits recorded in the first quarter of 2020.

Net income. As a result of the foregoing factors, net income as a percentage of total net revenues was 9.6% in the first quarter of 2021, up from 9.3% in the first quarter of 2020. Net income increased by \$5.6 million from \$85.7 million in the first quarter of 2020 to \$91.3 million in the first quarter of 2021.

Adjusted income from operations. Adjusted income from operations (“AOI”) increased by \$26.9 million from \$135.7 million in the first quarter of 2020 to \$162.7 million in the first quarter of 2021. Our AOI margin increased from 14.7% in the first quarter of 2020 to 17.2% in the first quarter of 2021 due to higher revenues and gross margins and lower travel costs as a result of the ongoing impact of the COVID-19 pandemic, as well as operating leverage in the first quarter of 2021 compared to the first quarter of 2020.

AOI is a non-GAAP measure and is not based on any comprehensive set of accounting rules or principles and should not be considered a substitute for, or superior to, financial measures calculated in accordance with GAAP, and may be different from non-GAAP financial measures used by other companies. We believe that presenting AOI together with our reported results can provide useful supplemental information to our investors and management regarding financial and business trends relating to our financial condition and results of operations. A limitation of using AOI versus net income calculated in accordance with GAAP is that AOI excludes certain recurring costs and certain other charges, namely stock-based compensation and amortization of acquired intangibles. We compensate for this limitation by providing specific information on the GAAP amounts excluded from AOI.

We calculate AOI as net income, excluding (i) stock-based compensation expense, (ii) amortization and impairment of acquired intangible assets, (iii) acquisition-related expenses excluded in the period in which an acquisition is consummated, (iv) foreign exchange (gain)/loss, (v) restructuring expenses, (vi) interest (income) expense, and (vii) income tax expense, as we believe that our results after taking into account these adjustments more accurately reflect our ongoing operations. For additional information, see Note 19—“Segment reporting” under Part I, Item 1—“Financial Statements” above.

The following table shows the reconciliation of AOI to net income, the most directly comparable GAAP measure, for the three months ended March 31, 2020 and 2021:

	Three months ended March 31,	
	2020	2021
	(dollars in millions)	
Net income	\$ 85.7	\$ 91.3
Foreign exchange (gains) losses, net	(14.5)	(3.3)
Interest (income) expense, net	11.7	12.3
Income tax expense	24.9	29.0
Stock-based compensation expense	17.5	17.4
Amortization and impairment of acquired intangible assets	10.5	16.0
Adjusted income from operations	\$ 135.7	\$ 162.7

The following table sets forth our AOI by segment for the three months ended March 31, 2020 and 2021:

	Three months ended March 31,		Percentage Change
	2020	2021	Increase/(Decrease)
	(dollars in millions)		2021 vs. 2020
BCMI		35.6	32.4 (9.1) %
CGRLH	\$	40.7	\$ 57.8 42.2 %
HMS		55.1	67.6 22.8 %
Others		4.4	4.9 11.3 %

AOI of our BCMI segment decreased to \$32.4 million in the first quarter of 2021 from \$35.6 million in the first quarter of 2020, primarily driven by the restructuring of a contract with a large client in our banking and capital markets vertical, which was partially offset by higher utilization of transformation services resources and lower discretionary spending in the first quarter of 2021 compared to the first quarter of 2020. AOI of our CGRLH segment increased to \$57.8 million in the first quarter of 2021 from \$40.7 million in the first quarter of 2020, primarily due to higher revenues, more efficient utilization of transformation services resources and lower discretionary spending, partially offset by higher investments in digital assets in the first quarter of 2021 compared to the first quarter of 2020. AOI of our HMS segment increased to \$67.6 million in the first quarter of 2021 from \$55.1 million in the first quarter of 2020, primarily due to higher revenues and more efficient utilization of transformation resources in the first quarter of 2021 compared to the first quarter of 2020. AOI for “Others” in the table above primarily represents the impact of foreign exchange fluctuations and over-absorption of overhead in the first quarter of 2021, as well as the impact of foreign exchange fluctuations, adjustment of allowance for credit losses and over-absorption of overhead in the first quarter of 2020, none of which are allocated to any individual segment for management’s internal reporting purposes. See Note 19 —“Segment reporting” to our consolidated financial statements under Part I, Item 1— “Financial Statements” above.

Liquidity and Capital Resources

Overview

Information about our financial position as of December 31, 2020 and March 31, 2021 is presented below:

	As of		Percentage Change
	December 31,2020	March 31,2021	Increase/(Decrease)
	(dollars in millions)		2021 vs. 2020
Cash and cash equivalents	\$	680.4	\$ 644.0 (5.4) %
Short-term borrowings		250.0	- (100) %
Long-term debt due within one year		33.5	33.5 - %
Long-term debt other than the current portion		1,307.4	1,646.2 25.9 %
Genpact Limited total shareholders’ equity	\$	1,834.2	\$ 1,749.6 (4.6) %

Financial Condition

We have historically financed our operations and our expansion, including acquisitions, with cash from operations and borrowing facilities.

On February 6, 2020, our board of directors approved a 15% increase in our quarterly cash dividend to \$0.0975 per share, up from \$0.085 per share in 2019, representing an annual dividend of \$0.39 per common share, up from \$0.34 per common share in 2019, payable to holders of our common shares. On March 18, 2020, we paid a dividend of \$0.0975 per share, amounting to \$18,543 in the aggregate, to shareholders of record as of March 9, 2020.

On February 9, 2021, our board of directors approved a 10% increase in our quarterly cash dividend to \$0.1075 per share, up from \$0.0975 per share in 2020, representing a planned annual dividend of \$0.43 per common share, up from \$0.39 per share in 2020, payable to holders of our common shares. On March 19, 2021, we paid a dividend of \$0.1075 per share, amounting to \$20,115 in the aggregate, to shareholders of record as of March 10, 2021.

As of March 31, 2021, \$639.5 million of our \$644.0 million in cash and cash equivalents was held by our foreign (non-Bermuda) subsidiaries. \$37.7 million of this cash is held by foreign subsidiaries for which we expect to incur and

have accrued a deferred tax liability on the repatriation of \$16.4 million of retained earnings. \$601.8 million of the cash and cash equivalents is held by foreign subsidiaries in jurisdictions where no tax is expected to be imposed upon repatriation of retained earnings or is being indefinitely reinvested.

The total authorization under our existing share repurchase program is \$1,750.0 million, including an additional \$500.0 million approved during the first quarter of 2021, of which \$502.8 million remained available as of March 31, 2021. Since our share repurchase program was initially authorized in 2015, we have repurchased 44,107,481 of our common shares at an average price of \$28.30 per share, for an aggregate purchase price of approximately \$1,247.2 million.

During the three months ended March 31, 2020 and 2021, we repurchased 1,042,188 and 3,297,966 of our common shares, respectively, on the open market at a weighted average price of \$43.18 and \$40.68 per share, respectively, for an aggregate cash amount of \$45.0 million and \$134.2 million, respectively. All repurchased shares have been retired. For additional information, see Note 17—"Capital stock" under Part I, Item 1—"Financial Statements" above.

We expect that in the future our cash from operations, cash reserves and debt capacity will be sufficient to finance our operations, our growth and expansion plans, dividend payments and additional share repurchases we may make under our share repurchase program. However, there is no assurance that the impacts we have experienced to date, and any future impact we may experience, from the COVID-19 pandemic will not have an adverse effect on our cash flows. In addition, we may raise additional funds through public or private debt or equity financings. Our working capital needs are primarily to finance our payroll and other administrative and information technology expenses in advance of the receipt of accounts receivable. Our primary capital requirements include opening new delivery centers, expanding existing operations to support our growth, financing acquisitions and enhancing capabilities, including building digital solutions.

Cash flows from operating, investing and financing activities, as reflected in our consolidated statements of cash flows, are summarized in the following table:

	Three months ended March 31,		Percentage Change
	2020	2021	Increase/(Decrease)
	(dollars in millions)		2021 vs. 2020
Net cash (used for)/ provided by:			
Operating activities	\$ (18.6)	\$ 77.2	513.7 %
Investing activities	(23.9)	(18.5)	(22.4) %
Financing activities	(1.8)	(89.9)	4,868.9 %
Net increase in cash and cash equivalents	\$ (44.3)	\$ (31.3)	(29.5) %

Cash flows from operating activities. Net cash provided by operating activities was \$77.2 million in the three months ended March 31, 2021, compared to net cash used for operating activities of \$18.6 million in the three months ended March 31, 2020. This increase in cash inflow is primarily due to (i) a \$5.6 million increase in net income in the three months ended March 31, 2021 compared to the three months ended March 31, 2020, (ii) a \$12.7 million increase in non-cash expenses, primarily due to higher depreciation and amortization and lower unrealized gains on the revaluation of foreign currency assets/liabilities, partially offset by lower allowances for credit losses in the three months ended March 31, 2021 compared to the three months ended March 31, 2020, and (iii) a \$77.5 million increase in operating assets and liabilities driven by better days sales outstanding (DSO), lower tax payments in the three months ended March 31, 2021 compared to the three months ended March 30, 2020, including a one-time tax payment made under protest to the Indian government in the three months ended March 31, 2020, and higher bonus accruals, partially offset by increased investment in accounts receivable and the timing of certain employee-related payments in the three months ended March 31, 2021 compared to three months ended March 31, 2020.

Cash flows used for investing activities. Our net cash used for investing activities was \$18.5 million in the three months ended March 31, 2021, compared to \$23.9 million in the three months ended March 31, 2020. The reduction in cash used for investing activities is primarily due to lower payments towards purchases of property, plant and equipment and internally generated intangible assets in the three months ended March 31, 2021 compared to the three months ended March 31, 2020. This was partially offset by payments of \$5.3 million relating to business acquisitions in the three months ended March 31, 2021 for which there were no corresponding payments in the three months ended March 31, 2020.

Cash flows used for financing activities. Our net cash used for financing activities was \$89.9 million in the three months ended March 31, 2021 compared to \$1.8 million in the three months ended March 31, 2020. We raised \$350.0 million from the issuance of 1.75% senior notes in the three months ended March 31, 2021 compared to no corresponding funds raised in the three months ended March 31, 2020. We repaid short-term borrowings (net of proceeds) of \$250.0

million in the three months ended March 31, 2021, compared to proceeds from short-term borrowings (net of repayment) of \$95.0 million in the three months ended March 31, 2020. Payments for share repurchases (including expenses related to repurchases) were \$134.2 million in the three months ended March 31, 2021 compared to \$45.0 million in the three months ended March 31, 2020. Dividend payments were \$20.1 million in the three months ended March 31, 2021 compared to \$18.5 million in the three months ended March 31, 2020.

Financing Arrangements

As of December 31, 2020 and March 31, 2021, our outstanding term loan, net of debt amortization expense of \$1.2 million and \$1.0 million, respectively, was \$593.9 million and \$585.5 million, respectively. We also have fund-based and non-fund based credit facilities with banks, which are available for operational requirements in the form of overdrafts, letters of credit, guarantees and short-term loans. As of December 31, 2020 and March 31, 2021, the limits available under such facilities were \$14.3 million and \$14.3 million, respectively, of which \$7.8 million and \$7.2 million, respectively, was utilized, constituting non-funded drawdown. As of December 31, 2020 and March 31, 2021, a total of \$252.3 million and \$2.3 million, respectively, of our revolving credit facility was utilized, of which \$250 million and \$0, respectively, constituted funded drawdown and \$2.3 million and \$2.3 million, respectively, constituted non-funded drawdown.

Genpact Luxembourg S.à r.l. (“Genpact Luxembourg”), a wholly-owned subsidiary of the Company, issued \$350 million aggregate principal amount of 3.70% senior notes in March 2017 (the “2017 Senior Notes”) and \$400 million aggregate principal amount of 3.375% senior notes in November 2019 (the “2019 Senior Notes”). The 2017 Senior Notes and 2019 Senior Notes are fully guaranteed by the Company and Genpact USA, Inc. The total debt issuance cost of \$2.6 million and \$2.9 million incurred in connection with the 2017 Senior Notes and 2019 Senior Notes offerings, respectively, are being amortized over the respective lives of the notes as additional interest expense. As of December 31, 2020 and March 31, 2021, the amount outstanding under the 2017 Senior Notes, net of debt amortization expense of \$0.7 million and \$0.5 million, respectively, was \$349.3 million and \$349.5 million, respectively, which is payable on April 1, 2022. As of December 31, 2020 and March 31, 2021, the amount outstanding under the 2019 Senior Notes, net of debt amortization expense of \$2.3 million and \$2.1 million, was \$397.7 million and \$397.9 million, respectively, which is payable on December 1, 2024.

Genpact Luxembourg and Genpact USA, Inc, both wholly-owned subsidiaries of the Company, co-issued \$350 million aggregate principal amount of 1.75% senior notes in March 2021 (the “2021 Senior Notes”), resulting in cash proceeds of approximately \$348.1 million, net of an underwriting commission of \$1.4 million and a discount of \$0.5 million. Other debt issuance costs incurred in connection with the offering of the 2021 Senior Notes amounted to \$1.1 million. The 2021 Senior Notes are fully guaranteed by the Company. The total debt issuance cost of \$3.0 million incurred in connection with the 2021 Senior Notes offerings is being amortized over the lives of the notes as additional interest expense. As of March 31, 2021, the amount outstanding under the 2021 Senior Notes, net of debt amortization expense of \$3.0 million, was \$347.0 million.

We pay interest on (i) the 2017 Senior Notes semi-annually in arrears on April 1 and October 1 of each year, (ii) the 2019 Senior Notes semi-annually in arrears on June 1 and December 1 of each year, and (iii) the 2021 Senior Notes semi-annually in arrears on April 10 and October 10 of each year, ending on the maturity dates of April 1, 2022, December 1, 2024 and April 10, 2026, respectively.

For additional information, see Notes 11 and 12—“Short-term borrowings” and “Long-term debt” under Part I, Item 1—“Financial Statements” above.

Off-Balance Sheet Arrangements

Our off-balance sheet arrangements consist of foreign exchange contracts. For additional information, see Part I, Item 1A—“Risk Factors”—“Currency exchange rate fluctuations in various currencies in which we do business, especially the Indian rupee, the euro and the U.S. dollar, could have a material adverse effect on our business, results of operations and financial condition” in our Annual Report on Form 10-K for the year ended December 31, 2020, and Note 7 in Part I, Item 1—“Financial Statements” above.

Supplemental Guarantor Financial Information

As discussed in Note 12, “Long-term debt,” under Part I, Item 1—“Financial Statements” above, Genpact Luxembourg, a wholly-owned subsidiary of the Company, issued the 2017 Senior Notes and the 2019 Senior Notes, and Genpact Luxembourg and Genpact USA, Inc. (“Genpact USA”), a wholly-owned subsidiary of the Company, co-issued the 2021 Senior Notes. As of March 31, 2021, the outstanding balance for each of the 2017 Senior Notes, the 2019 Senior Notes and the 2021 Senior Notes was \$349.5 million, \$397.9 million and \$347.0 million, respectively. Each series of Senior Notes is fully and unconditionally guaranteed by the Company. The 2017 Senior Notes and the 2019 Senior Notes

are also fully and unconditionally guaranteed by Genpact USA. The other subsidiaries of the Company do not guarantee the Senior Notes (such subsidiaries are referred to as the “non-Guarantors”).

The Company (with respect to all series of Senior Notes) and Genpact USA (with respect to the 2017 Senior Notes and the 2019 Senior Notes) have fully and unconditionally guaranteed (i) that the payment of the principal, premium, if any, and interest on the Senior Notes shall be promptly paid in full when due, whether at stated maturity of the Senior Notes, by acceleration, redemption or otherwise, and that the payment of interest on the overdue principal and interest on the Senior Notes, if any, if lawful, and all other obligations of the applicable issuer or issuers of the Senior Notes, respectively, to the holders of the Senior Notes or the trustee under the Senior Notes shall be promptly paid in full or performed, and (ii) in case of any extension of time of payment or renewal of any Senior Notes or any of such other obligations, that the same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. With respect to the 2017 Senior Notes and the 2019 Senior Notes, failing payment by Genpact Luxembourg when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Company and Genpact USA shall be obligated to pay the same immediately. With respect to the 2021 Senior Notes, failing payment by Genpact Luxembourg or Genpact USA when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Company shall be obligated to pay the same immediately. The Company and Genpact USA have agreed that the guarantees described above are guarantees of payment of the Senior Notes and not guarantees of collection.

The following tables present summarized financial information for Genpact Luxembourg, Genpact USA and the Company (collectively, the “Debt Issuers and Guarantors”) on a combined basis after elimination of (i) intercompany transactions and balances among the Debt Issuers and Guarantors and (ii) equity in earnings from and investments in the non-Guarantors.

Summarized Statements of Income	Year ended	Three months ended
	December 31, 2020	March 31, 2021
	(dollars in millions)	
Net revenues	\$ 206.5	\$ 51.2
Gross profit	206.5	51.2
Net income	762.7	21.4

Below is a summary of transactions with non-Guarantors included in the summarized statement of income above:

	Year ended	Three months ended
	December 31, 2020	March 31, 2021
	(dollars in millions)	
Royalty income	\$ 69.5	\$ 2.2
Revenue from services	137.0	49.0
Interest income (expense), net	46.7	9.4
Other cost, net	11.2	5.7
Gain on sale of intellectual property	650.0	—

Summarized Balance Sheets	As of	As of
	December 31, 2020	March 31, 2021
	(dollars in millions)	
Assets		
Current assets	\$ 2,073.7	\$ 2,211.8
Non-current assets	711.7	673.2
Liabilities and equity		
Current liabilities	\$ 3,491.9	\$ 3,394.9
Non-current liabilities	1,825.3	2,160.6

Below is a summary of the balances with non-Guarantors included in the summarized balance sheets above:

	As of December 31, 2020	As of March 31 2021
(dollars in millions)		
Assets		
Current assets		
Accounts receivable, net	\$ 280.8	\$ 226.1
Loans receivable	1,324.5	1,435.2
Others	396.5	358.3
Non-current assets		
Investment in debentures/bonds	\$ 501.2	\$ 499.2
Loans receivable	—	—
Others	64.2	30.9
Liabilities		
Current liabilities		
Loans payable	\$ 2,357.9	\$ 2,475.7
Others	823.4	852.0
Non-Current liabilities		
Loans payable	\$ 500.0	\$ 500.0

The Senior Notes and the related guarantees rank *pari passu* in right of payment with all senior and unsecured debt of the Debt Issuers and Guarantors and rank senior in right of payment to all of the Debt Issuers' and Guarantors' future subordinated debt. The Senior Notes are effectively subordinated to all of the Debt Issuers' and Guarantors' existing and future secured debt to the extent of the value of the assets securing such debt. The Senior Notes are structurally subordinated to all of the existing and future debt and other liabilities of the non-Guarantors, including the liabilities of certain subsidiaries pursuant to our senior credit facility. The non-Guarantors are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay any amounts due under the Senior Notes or to make the funds available to pay those amounts, whether by dividend, distribution, loan or other payment. Any right that the Debt Issuers and Guarantors have, to receive any assets of any of the non-Guarantors upon the insolvency, liquidation, reorganization, dissolution or other winding-up of any non-Guarantor, all of that non-Guarantor's creditors (including trade creditors) would be entitled to payment in full out of that non-Guarantor's assets before the holders of the Senior Notes would be entitled to any payment. Claims of holders of the Senior Notes are structurally subordinated to the liabilities of certain non-Guarantors pursuant to their liabilities under our senior credit facility.

Recent Accounting Pronouncements

Recently adopted accounting pronouncements

For a description of recently adopted accounting pronouncements, see Note 2(n)—“Recently issued accounting pronouncements” under Item 1—“Financial Statements” above and Part II, Item 7—“Management’s Discussion and Analysis of Financial Condition and Results of Operations”—“Critical Accounting Policies and Estimates” in our Annual Report on Form 10-K for the year ended December 31, 2020.

Recently issued accounting pronouncements

For a description of recently issued accounting pronouncements, see Note 2(n)—“Recently issued accounting pronouncements” under Item 1—“Financial Statements” above and Part II, Item 7—“Management’s Discussion and Analysis of Financial Condition and Results of Operations”—“Critical Accounting Policies and Estimates” in our Annual Report on Form 10-K for the year ended December 31, 2020.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to interest rate risk arising from changes in interest rates on the floating rate indebtedness under our term loan and revolving credit facility and the Senior Notes. Borrowings under our term loan and revolving credit facility bear interest at floating rates based on LIBOR, but in no event less than the floor rate of 0.0% plus an applicable margin. The interest rate on our Senior Notes is subject to adjustment based on the ratings assigned to our debt by Moody's and Investors Service, Inc. and Standard & Poor's Rating Services, Inc. from time to time. A decline in such ratings could result in an increase of up to 2% in the rate of interest on the notes. Accordingly, fluctuations in market interest rates or a decline in ratings may increase or decrease our interest expense which would, in turn, increase or decrease our net income and cash flow.

We manage a portion of our interest rate risk related to floating rate indebtedness by entering into interest rate swaps under which we receive floating rate payments based on the greater of LIBOR and the floor rate under our term loan and make payments based on a fixed rate. As of March 31, 2021, we were party to interest rate swaps covering a total notional amount of \$481 million. Under these swap agreements, the rate that we pay to banks in exchange for LIBOR ranges between 0.38% and 2.65%.

In March 2021, we executed a treasury lock agreement covering \$350 million in connection with future interest payments to be made on our 2021 Senior Notes issued in March 2021, and our entry into this agreement was designated as a cash flow hedge. The treasury lock agreement was terminated on March 23, 2021 and a deferred gain was recorded in accumulated other comprehensive income which is being amortized to interest expense over the life of the 2021 Senior Notes. The remaining gain to be amortized related to the treasury lock agreement as of March 31, 2021 was \$0.8 million.

For a discussion of our market risk associated with foreign currency risk, interest rate risk and credit risk, see Part II, Item 7A—"Quantitative and Qualitative Disclosures about Market Risk" in our Annual Report on Form 10-K for the year ended December 31, 2020.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures are the Company's controls and other procedures designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934 ("Exchange Act") is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

As of the end of the period covered by this report, the Company carried out an evaluation, under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer along with the Company's Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures pursuant to Exchange Act Rule 13a-15(b). Based upon that evaluation, the Company's Chief Executive Officer along with the Company's Chief Financial Officer concluded that the Company's disclosure controls and procedures are effective in timely alerting them to material information relating to the Company (including its consolidated subsidiaries) required to be included in the Company's periodic SEC filings.

Changes in Internal Control over Financial Reporting

There were no changes in the Company's internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarterly period ended March 31, 2021 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

There are no legal proceedings pending against us that we believe are likely to have a material adverse effect on our business, results of operations and financial condition.

Item 1A. Risk Factors

We have disclosed under the heading “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2020 the risk factors that materially affect our business, financial condition or results of operations. You should carefully consider the risk factors set forth in our Annual Report on Form 10-K for the year ended December 31, 2020, the risk factors set forth below and the other information that appears elsewhere in our Annual Report on Form 10-K for the year ended December 31, 2020 and in this Quarterly Report on Form 10-Q. You should be aware that these risk factors and other information may not describe every risk facing our Company. Additional risks and uncertainties not currently known to us also may materially adversely affect our business, financial condition and/or results of operations.

The following supplemental information relating to COVID-19 supplements the Risk Factor titled “Our business and results of operations have been adversely impacted and may in the future be adversely impacted by the COVID-19 pandemic” and should be read in conjunction with that risk factor and the other risk factors set forth under the heading “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2020. The developments described below with respect to the COVID-19 pandemic have heightened, or in some cases manifested, certain of the risks disclosed in the risk factor section of our Annual Report on Form 10-K, and such risk factors are further qualified by the information related to COVID-19 that is described in this Quarterly Report on Form 10-Q, including the additional information provided below. Except as described herein, there have been no material changes with respect to the risk factors disclosed in our Annual Report on Form 10-K.

Supplemental Information:

A devastating second wave of COVID-19 has been spreading across India since March 2021, leaving millions of people infected and putting an enormous strain on the country’s health care system. We are experiencing higher than normal levels of employee absenteeism due to illness or employees caring for family members who are sick. Although this humanitarian crisis has not yet had a material impact on our ability to deliver services to our clients, if there is any further deterioration of the situation in India or if the current situation continues for an extended period it could have a material adverse effect on our business, financial condition, results of operations and/or share price.

Tax matters may have an adverse effect on our business, results of operations, effective tax rate and financial condition.

We are subject to income taxes in the United States and in numerous foreign jurisdictions, notably in India where we have substantial operations. Our provision for income taxes, actual tax expense and tax liability could be adversely affected by a variety of factors including, but not limited to, lower income before taxes generated in countries with lower tax rates; higher income generated in countries with higher tax rates; changes in tax laws and regulations or interpretations thereof; changes in applicable income tax treaties; changes in accounting principles or interpretations thereof or in the valuation of deferred tax assets and liabilities; the elimination or expiration of certain tax concessions, exemptions or holidays that had reduced our tax liability; and adverse outcomes of tax examinations or tax-related litigation, including a determination by any tax authority that our transfer prices are not appropriate. Additionally, changes in tax laws proposed by the Biden administration, if enacted, could negatively impact our effective tax rate. Any of these factors could have a material adverse effect on our business, results of operations, effective tax rate and financial condition.

We are subject to examination of our income tax returns by the U.S. Internal Revenue Service and tax authorities around the world, notably in India where we have substantial operations. Negative outcomes from those examinations or any appeals therefrom may adversely affect our provision for income taxes and tax liability, which in turn could have a material adverse effect on our business, results of operations, effective tax rate and financial condition. For example, the Government of India has appealed a 2011 ruling by the Delhi High Court that Genpact India Private Limited (one of our subsidiaries) cannot be held to be a representative assessee of GE in connection with an assertion that GE has tax liability in India by reason of a 2004 transfer of shares of our predecessor company. We believe that, if the Government of India is successful in its appeal, GE would be obligated to indemnify us for any resulting tax, though there can be no assurance as to the outcome of this matter.

In addition, the Government of India issued assessment orders to us in 2014, 2016 and 2019 seeking to assess tax on certain transactions that occurred in 2009, 2013 and 2015. We have received demands for potential tax claims related to these orders in an aggregate amount of \$151 million, including interest through the date of the orders. We do not believe that the transactions should be subject to tax in India under applicable law and have accordingly not provided a reserve for such exposure and have filed the necessary appeals. We have received favorable orders from appellate authorities relating to demands of \$136 million and are pursuing refunds of \$55 million we previously paid toward these demands. The tax authorities may appeal these orders in a higher court. In the event we do not prevail in these matters, the total amounts owed in connection with these demands would be subject to additional interest accrued over the period since the demands were made, and the amount of this additional interest could be material. There is no assurance that we will prevail in these matters or similar transactions, and a final determination of tax in the amounts claimed could have a material adverse effect on our business, results of operations, effective tax rate and financial condition. See Note 28—“Commitments and contingencies” to our consolidated financial statements under Part IV, Item 15—“Exhibits and Financial Statement Schedules” in our Annual Report on Form 10-K for the year ended December 31, 2020 for additional information relating to these matters.

Additionally, the Indian tax authorities may claim that Indian tax is owed with respect to certain of our transactions, such as our acquisitions (including our subsidiaries organized under Indian law or owning assets located in India), internal reorganizations and the sale of our shares in public offerings or otherwise by our existing significant shareholders, in which indirect transfers of Indian subsidiaries or assets are involved. Those authorities may seek to impose tax on us directly or as a withholding agent or representative assessee of the seller in these or other transactions.

Effective July 1, 2017, a Goods and Services Tax (“GST”) was introduced in India, replacing an existing service tax regime and multiple similar indirect taxes. The implementation of the GST continues to evolve, with the Government of India introducing regular amendments and issuing clarifications. In the second quarter of 2020, Indian tax authorities began challenging certain of our GST and service tax refunds in certain Indian states. We had requested these refunds pursuant to the tax exemption available for exports under service tax and GST regimes in respect of services performed by us in India for affiliates and clients outside of India. The Indian tax authorities have also initiated proceedings to examine the availability of the tax exemption claimed in respect of export of services and related refunds under the service tax regime that preceded the current GST regime. In denying the refunds and initiating these proceedings, the taxing authorities have taken the position that the services we provided are local services, which interpretation, if correct, would make the service tax and GST exemptions we have claimed on exports unavailable to us in respect of such services. We believe that the denial of the service tax and GST exemptions is incorrect, and we are pursuing appeals before relevant appellate authorities. The Government of India may issue further clarifications on the matter. However, there is no assurance that we will prevail in this matter. Further, if it is finally determined that we do not qualify for the service tax and GST exemptions on the services we provide in India for clients located outside of India, we could be subject to additional tax on all of such services at a rate of 18%. The imposition of this additional tax on a significant percentage of the services we perform or have performed in India would likely have a material adverse effect on our profitability and cash flows and could also have a material adverse effect on our business, financial condition and results of operations.

Furthermore, there is growing pressure in many jurisdictions, including the United States, and from multinational organizations such as the Organization for Economic Cooperation and Development, or the OECD, and the EU to amend existing international tax rules in order to render them more responsive to current global business practices. For example, the OECD has published a package of measures for reform of the international tax rules as a product of its Base Erosion and Profit Shifting, or the BEPS, initiative, which was endorsed by the G20 finance ministers. Many of the initiatives in the BEPS package require amendments to the domestic tax legislation of various jurisdictions. Separately, the EU is asserting that a number of country-specific favorable tax regimes and rulings in certain member states may violate, or have violated, EU law, and may require rebates of some or all of the associated tax benefits to be paid by benefitted taxpayers in particular cases. In 2016, the EU adopted the Anti-Tax Avoidance Directive which requires EU member states to implement measures to prohibit tax avoidance practices.

In addition, in December 2017, the Tax Cuts and Jobs Act (the “Tax Act”) became law in the U.S., bringing about far-ranging changes to the existing corporate tax system. The Tax Act requires complex computations not previously required and requires us to make assumptions and judgments in the interpretation of the law where sufficient guidance is not available. As regulations and guidance evolve with respect to the Tax Act, our results may differ from previous estimates and our tax liabilities may materially increase. See “Future legislation or executive action in the United States and other jurisdictions could significantly affect the ability or willingness of our clients and prospective clients to utilize our services” in the “Risk Factors” section in our Annual Report on Form 10-K for the year ended December 31, 2020.

Although we monitor these developments, it is very difficult to assess to what extent changes and other proposals, if enacted, may be implemented in the United States and other jurisdictions in which we conduct our business or may impact the way in which we conduct our business or our effective tax rate due to their unpredictability and

interdependency. As these and other tax laws and related regulations and practices change, those changes could have a material adverse effect on our business, results of operations, effective tax rate and financial condition.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Unregistered Sales of Equity Securities

None.

Use of Proceeds

None.

Purchase of Equity Securities by the Issuer and Affiliated Purchasers

Share repurchase activity during the three months ended March 31, 2021 was as follows:

Period	Total Number of Shares Purchased	Average Price Paid per Share (\$)	Total Number of Shares Purchased as Part of Publicly Announced Plan or Program	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plan or Program (\$)
January 1 – January 31, 2021	601,496	40.92	601,496	112,386,688
February 1 – February 28, 2021	1,710,659	40.41	1,710,659	543,256,663
March 1 – March 31, 2021	985,811	40.99	985,811	502,846,218
Total	3,297,966	40.68	3,297,966	

Since February 2017, our Board of Directors has authorized repurchases of up to \$1.75 billion under our existing share repurchase program, including an increase of \$500 million approved in the first quarter of 2021. This repurchase program does not obligate us to acquire any specific number of shares and does not specify an expiration date. All shares repurchased under the plan have been retired. For additional information, see Note 17—“Capital Stock” under Part I, Item 1—“Unaudited Consolidated Financial Statements” above.

Item 6. Exhibits

Exhibit Number	Description
3.1	Memorandum of Association of the Registrant (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).
3.2	Bye-laws of the Registrant (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).
4.1	Indenture, dated as of March 26, 2021, by and among the Registrant, Genpact Luxembourg S.à.r.l., Genpact USA, Inc. and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K (File No. 001-33626) filed with the SEC on March 26, 2021).
4.2	First Supplemental Indenture, dated as of March 26, 2021, by and among the Registrant, Genpact Luxembourg S.à.r.l., Genpact USA, Inc. and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K (File No. 001-33626) filed with the SEC on March 26, 2021).
4.3	Form of 1.750% Senior Note due 2026 (included as Exhibit A in Exhibit 4.2)(incorporated by reference to Exhibit 4.3 to the Registrant's Current Report on Form 8-K (File No. 001-33626) filed with the SEC on March 26, 2021).
4.4	Third Supplemental Indenture, dated as of March 26, 2021, by and among the Registrant, Genpact Luxembourg S.à.r.l., Genpact USA, Inc. and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.4 to the Registrant's Current Report on Form 8-K (File No. 001-33626) filed with the SEC on March 26, 2021).
10.1†*	Form of Share Option Agreement under the Genpact Limited 2017 Omnibus Incentive Compensation Plan.
10.2†*	Form of Performance Share Award Agreement under the Genpact Limited 2017 Omnibus Incentive Compensation Plan.
22.1*	List of Issuers and Guarantor Subsidiaries.
31.1*	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*	Inline XBRL Instance Document — the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Filed or furnished with this Quarterly Report on Form 10-Q.

† Indicates a management contract or compensatory plan, contract or arrangement in which any director or executive officer participates.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: May 10, 2021

GENPACT LIMITED

By: /s/ N.V. TYAGARAJAN
N.V. Tyagarajan
Chief Executive Officer

By: /s/ EDWARD J. FITZPATRICK
Edward J. Fitzpatrick
Chief Financial Officer

**GENPACT LIMITED
2017 OMNIBUS INCENTIVE COMPENSATION PLAN**

SHARE OPTION AGREEMENT

THIS SHARE OPTION AGREEMENT (the "Agreement"), dated as of _____ (the "Date of Grant"), is made by and between Genpact Limited, an exempted limited company organized under the laws of Bermuda (the "Company"), and _____ ("Participant").

RECITALS:

WHEREAS, the Company has adopted the Genpact Limited 2017 Omnibus Incentive Compensation Plan, as amended (the "Plan"), pursuant to which options may be granted to purchase the common shares of the Company (the "Shares"); and

WHEREAS, the Committee has determined that it is in the best interests of the Company and its shareholders to grant to Participant an option to purchase that number of Shares provided for herein.

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

1. Grant of Option. Subject to the terms and conditions of the Plan and the additional terms and conditions set forth in this Agreement, the Company hereby grants on the Date of Grant to Participant an option (the "Option") to purchase _____ Shares (such shares, the "Option Shares"). To the extent the Option is granted to a United States taxpayer, the Option shall be treated as a Nonqualified Share Option.

2. Option Subject to Plan; Requirement to Enter into Other Agreements.

(a) By entering into this Agreement, Participant agrees and acknowledges that Participant has received and read a copy of the Plan and agrees to be bound by all the terms and provisions of the Plan and this Agreement.

(b) The Plan, as it may be amended from time to time, is hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan. The Committee shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon Participant and his legal representative in respect of any questions arising under the Plan or this Agreement. In the event of a conflict between any term or provision contained herein and any terms or provisions of the Plan, the applicable terms and provisions of this Agreement will govern and prevail.

3. Terms and Conditions.

(a) Option Price. The price at which Participant shall be entitled to purchase the Option Shares upon the exercise of all or any portion of the Option shall be U.S. _____ per Option Share.

(b) Expiration Date. Subject to Section 3(d) hereof, the Option shall expire at the end of the period commencing on the Date of Grant and ending at 11:59 p.m. Eastern Standard Time on the day preceding the tenth anniversary of the Date of Grant (the "Option Period").

(c) Exercisability of the Option.

(i) Vesting. Subject to Participant's continued employment or service with the Company or an Affiliate and except as may otherwise be provided herein, the Option shall become vested and

exercisable as to fifty percent (50%) of the Option Shares on _____, and with respect to the remaining fifty percent (50%) of the Option Shares on _____.

(ii) Methods of Exercise. The Option, to the extent that it is vested, may be exercised only in accordance with such procedures as the Company may establish for notifying the Company, either directly or through an on-line internet transaction with a brokerage firm authorized by the Company to effect such option exercises, of the exercise of this Option for one or more Option Shares and accompanied by payment therefor in accordance with Section 3(c)(iii) hereof.

(iii) Payment of Purchase Price. The purchase price of the Option Shares and any Applicable Taxes shall be paid by Participant in full, (A) in cash (by check, wire transfer or other manner agreed by the Company), (B) by exchanging Shares owned by Participant (which are not the subject of any pledge or other security interest) (including by means of attestation of ownership of a sufficient number of Shares in lieu of actual delivery of such shares to the Company); provided, that, such Shares have been held by Participant for at least six (6) months prior to exercise or (C) subject to such rules as may be established by the Committee, through delivery of irrevocable instructions to a broker to sell the Shares otherwise deliverable upon the exercise of the Option and to deliver promptly to the Company an amount equal to such aggregate Exercise Price and an amount equal to any Applicable Taxes, or by a combination of the foregoing; provided that the combined value of all cash and cash equivalents and the Fair Market Value of any such Shares so withheld or tendered to the Company as of the date of such withholding or tender is at least equal to such aggregate Exercise Price and an amount equal to any such Applicable Taxes. Notwithstanding the foregoing, in no event shall Participant be permitted to exercise an Option in the manner described in clauses (B) or (C) of the preceding sentence if the Committee determines that exercising an Option in such manner would violate any applicable law or the applicable rules and regulations of any securities exchange or inter dealer quotation system on which the securities of the Company or any Affiliates are listed or traded.

(d) Effect of Termination of Employment on the Option.

(i) Death/Disability. If Participant's employment or services with the Company and its Affiliates terminates on account of Participant's death or by the Company or any Affiliate due to Disability, the unvested portion of the Option shall expire on the date of termination and the vested portion of the Option shall remain exercisable by Participant through the earlier of (A) the expiration of the Option Period or (B) six months following the date of termination on account of death or Disability.

(ii) Termination Other than due to Death/Disability or for Cause. If Participant's employment or services with the Company and its Affiliates is terminated for any reason other than on account of Participant's death or by the Company or any Affiliate due to Disability or for Cause, the unvested portion of the Option shall expire on the date of termination and the vested portion of the Option shall remain exercisable by Participant through the earlier of (A) the expiration of the Option Period or (B) ninety (90) days following such termination.

(iii) Termination for Cause. If Participant's employment or services with the Company and its Affiliates is terminated by the Company or any Affiliate for "Cause" (as defined below), both the unvested and the vested portions of the Option shall terminate on the date of such termination. For purposes of this Agreement, "Cause" shall mean "Cause" as defined in any employment or consulting agreement between Participant and the Company or an Affiliate in effect at the time of such termination or, in the absence of such an employment or consulting agreement: (A) any conviction by a court of, or entry of a pleading of guilty or *nolo contendere* by Participant with respect to, a felony or any lesser crime involving moral turpitude or a material element of which is fraud or dishonesty; (B) Participant's willful dishonesty of a substantial nature towards the Company and any of its Affiliates; (C) Participant's use of alcohol or drugs which materially interferes with the performance of his duties to the Company and/or its Affiliates or which materially compromises the integrity and reputation of Participant or the Company and/or its Affiliates; or (E) Participant's material, knowing and intentional failure to comply with material applicable laws with respect to the execution of the Company's and its Affiliates' business operations.

(iv) Determination of Termination of Employment. For purposes of this Agreement, Participant's date of termination of employment shall mean the date on which Participant ceases active employment, and shall not be extended by any notice period, whether mandated or implied under local law. The

Company shall have the sole discretion to determine when Participant is no longer actively employed for purposes of this Agreement without reference to any other agreement, written or oral, including Participant's contract of employment.

(e) Compliance with Legal Requirements. The granting and exercising of the Option, and any other obligations of the Company under this Agreement shall be subject to all applicable laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. The Committee, in its sole discretion, may postpone the issuance or delivery of Option Shares as the Committee may consider appropriate and may require Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of Option Shares in order to be in compliance with applicable laws, rules and regulations.

(f) Transferability. The Option shall not be transferable by Participant other than by will or the laws of descent and distribution.

(g) Rights as Shareholder. Participant shall not be deemed for any purpose to be the owner of any Shares subject to the Option unless, until and to the extent that (i) the Option shall have been exercised pursuant to its terms, (ii) the Company shall have issued and delivered to Participant the Option Shares and (iii) Participant's name shall have been entered as a shareholder with respect to such Option Shares on the books of the Company.

(h) Required Withholding. Without limiting Section 3(c)(iii), upon exercise of the Option, Participant must pay to the Company any such additional amount as the Company determines that it is required to withhold, collect or account for under applicable laws in respect of the exercise of Option Shares by Participant in accordance with Section 9(d) of the Plan; provided that the Committee may, in its sole discretion, allow such withholding obligation to be satisfied by any other method described in Section 9(d) of the Plan.

(i) Consents. Participant's rights in respect of the Options are conditioned on the receipt to the full satisfaction of the Committee of any required consents that the Committee may determine to be necessary or advisable (including, without limitation, Participant's consenting to the Company's supplying to any third-party recordkeeper of the Plan such personal information as the Committee deems advisable to administer the Plan).

(j) Legends. The Company may affix to certificates for Shares issued pursuant to this Agreement any legend that the Committee determines to be necessary or advisable (including to reflect any restrictions to which Participant may be subject under any applicable securities laws). The Company may advise the transfer agent to place a stop order against any legended Shares.

4. Restrictive Covenants and Forfeiture.

(a) In consideration for the grant of the Option, Participant agrees to comply with the restrictive covenants set forth in Section 4(d) below (the "Restrictive Covenants").

(b) Participant acknowledges and agrees that any breach by Participant of the Restrictive Covenants will result in irreparable injury to the Company or its Affiliates, as the case may be, for which money damages could not adequately compensate such injury. Therefore, the Company or any of its Affiliates shall have the right (in addition to any other rights and remedies which it may have at law or in equity and in addition to the forfeiture requirements set forth in Section 4(c) below) to seek to enforce this Section 4 and any of its provisions by injunction, specific performance, or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company or any of its Affiliates may have for a breach, or threatened breach, of the Restrictive Covenants. Participant agrees that in any action in which the Company or any of its Affiliates seeks injunction, specific performance, or other equitable relief, Participant will not assert or contend that any of the provisions of this Section 4 are unreasonable or otherwise unenforceable. Participant consents to the sole and exclusive jurisdiction and venue in the federal and state courts located in New York City and waives any objection to the laying of venue of any

such proceeding in any such court. Participant also irrevocably and unconditionally consents to the service of any process, pleadings, notices, or other papers.

(c) Participant acknowledges and agrees that in the event Participant breaches the Restrictive Covenants contained in this Section 4:

(i) The Company shall have the right to terminate both the unvested and the vested portions of the Option (and Participant shall thereupon cease to have the right to exercise the Option to the extent outstanding and receive any Option Shares thereunder), and

(ii) The Company may in its discretion cancel any Shares issued under the Option upon Participant's exercise of the Option within twelve (12) months of Participant's breach of the Restrictive Covenants contained in this Section 4; provided, that if Participant has disposed of any such Shares received hereunder, then the Company may require Participant to pay to the Company, in cash, the fair market value of such Shares as of the date of disposition.

(d) Based on the understanding that Participant will be given access to valuable clients and confidential and proprietary information, Participant agrees that while an employee of the Company (or an Affiliate) and for a period of one (1) year from cessation of employment, Participant will not directly or indirectly:

(i) enter, engage in, participate in, or assist, either as an individual on his or her own or as a partner, joint venturer, employee, agent, consultant, officer, trustee, director, owner, part-owner, shareholder, or in any other capacity, in the geographic region where Participant solicited or provided services for the Company (or an Affiliate), directly or indirectly, any other business organization listed as a "Restricted Company" on Exhibit A attached hereto as updated and in effect on the relevant determination date as described below (collectively, the "Restricted Companies") in any activity that competes, directly or indirectly, with any Company activity, product or service that Participant engaged in, participated in, or had confidential information about during Participant's last 12 months of employment with the Company. Participant acknowledges and agrees that the list of Restricted Companies may change or be revised at the sole discretion of the Company based on its good faith current understanding of its competitors, that the current version of the list will be available on a Genpact intranet, Sharepoint or similar page (the link for which will be shared separately) and that the list that is posted on such page on the day that Participant's employment terminates with the Company shall be the list of Restricted Companies in full force and effect when the Participant's employment with the Company (or an Affiliate) terminates for any reason;

(ii) either alone or in association with others, solicit, divert or take away, or attempt to divert or take away, the business or patronage of any of the actual or prospective clients, customers, accounts or business partners of the Company (or any Affiliate) with whom Participant had direct interaction with during Participant's employment with the Company (or any Affiliate); and

(iii) on Participant's own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person's employment with the Company or an Affiliate, whether or not such person is a full-time employee or whether or not such employment is pursuant to a written agreement or is at-will.

Recognizing that the limitations in this Agreement permit Participant to continue Participant's chosen career in the same geographic area without any interruption while protecting the Company's legitimate business interests in its client and employee relationships, Participant agrees that the above restrictions are reasonable including the short length of time, the limitation as to identified clients and employees, and the specific area of business in which competition is limited as to those clients. Participant agrees that these limitations are reasonable given the highly competitive nature of the Company's business and are required for the Company's protection based upon numerous factors including the knowledge and information to which Participant will have access during Participant's employment with the Company. Participant's agreement to observe the restrictions set forth in this agreement is material consideration for Participant's employment with the Company as well as eligibility to receive grants in the Plan. Participant represents that his/her experience and capabilities are such that the restrictions contained in Section 4 above will not prevent Participant from obtaining employment or otherwise earning a living at the same general level of economic benefit as earned with the Company. Participant further agrees that, should a court determine that

any provision, term or condition set forth in this Section 4 is invalid, the court may alter or modify any such provision, term or condition in a manner so as to protect the Company's legitimate business interests. For the avoidance of doubt, the Restrictive Covenants in this Section 4 are in addition to, and not in lieu of, and do not amend, modify, or supersede, any non-competition, non-solicitation, confidentiality, or similar restrictive covenants that run in favor of the Company or its Affiliates and by which Participant is bound.

Nothing in this Agreement shall preclude Participant from making passive investments of not more than one percent (1%) of a class of securities of any business enterprise registered under the Securities Exchange Act of 1934, as amended.

5. Miscellaneous.

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

if to the Company:

Genpact Limited
Canon's Court
22 Victoria Street
Hamilton HM 12
Bermuda
Attn: Secretary

with a copy to:

Genpact LLC
1155 Avenue of the Americas
Fourth Floor
New York, NY 10036
Attn: Legal Department

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

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

(b) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(c) No Rights to Employment. Nothing contained in this Agreement shall be construed as giving Participant any right to be retained, in any position, as an employee, consultant or director of the Company or its Affiliates or shall interfere with or restrict in any way the right of the Company or its Affiliates or Participant, which are hereby expressly reserved by each, to terminate Participant's employment or service at any time for any reason whatsoever, subject to compliance with applicable law and the terms of any employment agreement.

(d) Beneficiary. Participant may file with the Committee a written designation of a beneficiary on such form as may be prescribed by the Committee and may, from time to time, amend or revoke such designation. If no designated beneficiary survives Participant, the executor or administrator of Participant's estate shall be deemed to be Participant's beneficiary.

(e) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of Participant and the beneficiaries, executors, administrators, heirs and successors of Participant.

(f) Entire Agreement. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations and negotiations in respect thereto.

(g) Modifications.

(i) Subject to clause (ii) below, no change, modification or waiver of any provision of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

(ii) If any payments of money, delivery of Shares, other securities or benefits due to Participant hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments, delivery of Shares, other securities or benefits shall be deferred if deferral will make such payment, delivery of shares or other benefits compliant under Section 409A of the Code, otherwise such payment, delivery of Shares, other securities or benefits shall be restructured, to the extent possible, in a manner, determined by the Company and reasonably acceptable to Participant, that does not cause such an accelerated or additional tax.

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

(i) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(j) Electronic Delivery. The Company may deliver any documents related to the Option, the Plan or future options that may be granted under the Plan by electronic means. Such means of electronic delivery include, but do not necessarily include, the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the documents via e-mail or such other means of electronic delivery specified by the Company. Participant hereby acknowledges that Participant has read this provision and consents to the electronic delivery of the documents. Participant acknowledges that Participant may receive from the Company a paper copy of any documents delivered electronically at no cost to Participant by contacting the Company in writing or by telephone. Participant further acknowledges that Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, Participant understands that Participant must provide the Company with a paper copy of any documents if the attempted electronic delivery of such documents fails.

(k) Additional Terms for Non-U.S. Participants. Notwithstanding anything to the contrary herein, Participants residing and/or working outside the United States shall be subject to the Additional Terms and Conditions for Non-U.S. Participants attached hereto as Addendum A and to any Country-Specific Terms and Conditions attached hereto as Addendum B. If Participant is a citizen or resident of a country (or is considered as such for local law purposes) other than the one in which Participant is currently residing or working or if Participant relocates to one of the countries included in the Country-Specific Terms and Conditions after the grant of the Option, the special terms and conditions for such country will apply to Participant to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Terms and Conditions for Non-U.S. Participants and the Country-Specific Terms and Conditions constitute part of this Agreement and are incorporated herein by reference.

(l) Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Option and on any Shares acquired under the Plan,

to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

(m) **Further Assurances.** Each of the Company and Participant shall execute such documents and perform such further acts (including, without limitation, obtaining any consents, exemptions, authorizations or other actions by, or giving any notices to, or making any filings with, any governmental entity of any nation, state, city, locality or other political subdivision thereof, or any court or arbitrator (whether or not related to any governmental entity), or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government) as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement.

(n) **Participant Acceptance.** Participant must accept the terms and conditions of this Agreement electronically no later than _____ by clicking the "Accept" (or similar wording) button on the award acceptance screen of your Plan account at www.ETRADE.com and following any other instructions you are prompted to follow in your Plan account. If Participant does not accept the terms as instructed, this Agreement will automatically, without further action of the Company or the Committee, terminate and the award will be forfeited at midnight on _____. Acceptance of this Agreement constitutes Participant's consent to any action taken under the Plan and this Agreement and Participant's agreement to be bound by the terms and conditions of this Agreement including the Restrictive Covenants. In no event shall any Shares be issued (or other securities or property distributed) under this Agreement in the absence of timely acceptance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first written above.

GENPACT LIMITED

Signature: _____

Title: _____

PARTICIPANT

Signature: _____

EXHIBIT A

Restricted Companies¹:

Accenture

Cognizant

EXL

Infosys

TCS

WNS

¹ This list will also be available on a Company intranet, Sharepoint or similar page for which the link will be shared separately. The list of Restricted Companies may be updated at Genpact's discretion from time to time. The list that is posted on such page on the day that Participant's employment terminates with the Company shall be the list of Restricted Companies in full force and effect when the Participant's employment with the Company (or an Affiliate) terminates for any reason.

ADDENDUM A TO THE SHARE OPTION AGREEMENT

TERMS AND CONDITIONS FOR NON-U.S. PARTICIPANTS

This Addendum includes additional terms and conditions that govern the Share Option granted to Participant if Participant works or resides outside the United States.

Capitalized terms used but not defined herein are defined in the Plan or the Agreement and have the meanings set forth therein.

1. No Acquired Right. Participant acknowledges and agrees that:

(a) The Plan is established voluntarily by the Company, the grant of options under the Plan is made at the discretion of the Committee and the Plan may be modified, amended, suspended or terminated by the Company at any time. All decisions with respect to future option grants, if any, will be at the sole discretion of the Committee.

(b) This Option (and any similar awards the Company may in the future grant to Participant, even if such awards are made repeatedly or regularly, and regardless of their amount), and Shares acquired under the Plan (A) are wholly discretionary and occasional, are not a term or condition of employment and do not form part of a contract of employment, or any other working arrangement, between Participant and the Company or any Affiliate; (B) do not create any contractual entitlement to receive future awards or benefits in lieu thereof and are not intended to replace any pension rights or compensation; and (C) do not form part of normal or expected salary or remuneration for purposes of determining pension payments or any other purposes, including without limitation termination indemnities, severance, resignation, payment in lieu of notice, redundancy, end of service payments, bonuses, long-term service awards, pension or retirement benefits, welfare benefits or similar payments, except as otherwise required by the applicable law of any governmental entity to whose jurisdiction the award is subject.

(c) This Option and the Shares acquired under the Plan are not intended to replace any pension rights or compensation.

(d) Participant is voluntarily participating in the Plan.

(e) In the event that Participant's employer is not the Company, the grant of this Option and any similar awards the Company may grant in the future to Participant will not be interpreted to form an employment contract or relationship with the Company and, furthermore, the grant of this Option and any similar awards the Company may grant in the future to Participant will not be interpreted to form an employment contract with Participant's employer or any Affiliate.

(f) The future value of the underlying Shares is unknown and cannot be predicted with certainty. If the Option Shares do not increase in value, the Option will have no value. If Participant exercises this Option and acquires Shares, the value of the acquired Shares may increase or decrease, including below the purchase price of the Shares. The Company and its Affiliate are not responsible for any foreign exchange fluctuations between the United States Dollar and Participant's local currency that may affect the value of this Option or the Shares.

(g) Participant shall have no rights, claim or entitlement to compensation or damages as a result of Participant's cessation of employment for any reason whatsoever, whether or not later found to be invalid or in breach of contract or local labor law, insofar as these rights, claim or entitlement arise or may arise from Participant's ceasing to have rights under or be entitled to exercise this Option as a result of such cessation or loss or diminution in value of the Option or any of the Shares purchased through exercise of the option as a result of such cessation, and Participant irrevocably releases his or her employer, the Company and its Affiliates, as applicable, from any such rights, entitlement or claim that may arise. If, notwithstanding the foregoing, any such right or claim is found by a court of competent jurisdiction to have arisen, then, by signing this Agreement, Participant shall be deemed to have irrevocably waived his or her entitlement to pursue such rights or claim.

2. Data Protection.

(a) In order to facilitate Participant's participation in the Plan and the administration of the Option, it will be necessary for contractual and legal purposes for the Company (or its Affiliates or payroll administrators) to collect, hold and process certain personal information about Participant (including, without limitation, Participant's name, home address, telephone number, date of birth, nationality, social insurance or other identification number and job title and details of the Option and other options awarded, cancelled, exercised, vested, unvested or outstanding and Shares held by Participant). Participant consents explicitly and unambiguously to the Company (or its Affiliates or payroll administrators) collecting, holding and processing Participant's personal data and transferring this data (in electronic or other form) by and among, as applicable, Participant's employer, the Company and its Affiliates and other third parties (collectively, the "Data Recipients") insofar as is reasonably necessary to implement, administer and manage the Plan and the Option. Participant authorizes the Data Recipients to receive, possess, use, retain and transfer the data for the purposes of implementing, administering and managing the Plan and the Option. Participant understands that the data will be transferred to E*TRADE, or such other broker or third party as may be selected by the Company in the future which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the Data Recipients may be located in the United States or elsewhere, and that the recipient's country may have a lower standard of data privacy laws and protections than Participant's country.

(b) The Data Recipients will treat Participant's personal data as private and confidential and will not disclose such data for purposes other than the management and administration of the Plan and the Option and will take reasonable measures to keep Participant's personal data private, confidential, accurate and current. Participant understands that the data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan.

(c) Participant understands that Participant may, at any time, make a request to view his or her personal data, require any necessary corrections to it or withdraw the consents herein in writing by contacting the Company and that these rights are subject to legal restrictions but acknowledges that without the use of such data it may not be practicable for the Company to administer Participant's involvement in the Plan in a timely fashion or at all and this may be detrimental to Participant and may result in the possible exclusion of Participant from continued participation with respect to this Option or any future awards under the Plan.

ADDENDUM B TO THE SHARE OPTION AGREEMENT

COUNTRY-SPECIFIC TERMS AND CONDITIONS

These Country-Specific Terms and Conditions include additional terms and conditions that govern the Share Option granted to Participant under the Plan if Participant resides or works in one of the countries listed below. Capitalized terms used but not defined in these Country-Specific Terms and Conditions are defined in the Plan or the Agreement and have the meanings set forth therein.

CANADA

Award Payable Only in Shares. Notwithstanding any discretion in the Plan or anything to the contrary in this Agreement, the grant of the Award does not provide Participant any right to receive a cash payment and the Award may be settled only in Shares.

Prospectus Exemption. For the purposes of compliance with National Instrument 45-106 - Prospectus Exemptions (and in Québec, Regulation 45-106 respecting Prospectus exemptions, collectively, "45-106"), the prospectus requirement does not apply to a distribution by an issuer in a security of its own issue with an employee, executive officer, director or consultant of the issuer or a related entity of the issuer, provided the distribution is voluntary.

Resale Restrictions. Shares acquired under the Plan may be subject to certain restrictions on resale imposed by Canadian provincial securities laws. Notwithstanding any other provision of the Plan to the contrary, any transfer or resale of any Shares acquired by Participant pursuant to the Plan must be in accordance with the resale rules under (a) Ontario Securities Commission Rule 72-503 Distributions Outside Canada if Participant is a resident in the Province of Ontario, or (c) National Instrument 45-102 - Resale of Securities (and in Québec, Regulation 45-102 respecting Resale of securities, collectively "45-102") if Participant is a resident in the Provinces of British Columbia or Québec.

In Ontario, the prospectus requirement does not apply to the first trade of Shares issued in connection with the Award provided the conditions set forth in section 2.8 of 72-503 are satisfied. In British Columbia and Québec, the prospectus requirement does not apply to the first trade of Shares issued in connection with the Award provided the conditions set forth in section 2.14 of 45-102 are satisfied.

Participant should consult his or her advisor prior to any resale of Shares.

Additional Provisions Applicable to Participants Resident in Quebec.

Data Protection: The following provision supplements the Data Protection section of Addendum A: Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Company and the Board or Committee, to disclose and discuss the Plan with their advisors. Participant further authorizes the Company to record such information and to keep such information in Participant's employee file.

Language Consent. The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à la présente convention.

GENPACT LIMITED
2017 OMNIBUS INCENTIVE COMPENSATION PLAN

PERFORMANCE SHARE AWARD AGREEMENT

THIS PERFORMANCE SHARE AWARD AGREEMENT (the "Agreement"), dated as of _____ (the "Award Date"), is made by and between Genpact Limited, an exempted limited company organized under the laws of Bermuda (the "Company") and _____ ("Participant"). To the extent not defined herein, all capitalized terms in this Agreement shall have the meanings assigned to them in the Genpact Limited 2017 Omnibus Incentive Compensation Plan (the "Plan").

RECITALS:

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

WHEREAS, the Compensation Committee (the "Committee") has determined that it is in the best interests of the Company and its shareholders to grant to Participant a performance share award under the Plan as provided for herein.

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

1. Grant of Performance Shares Award. The Company hereby awards to Participant, as of the Award Date, a performance share award (the "Award") under the Plan entitling Participant to receive a number of Shares based on the extent, if any, to which the applicable vesting criteria are satisfied. The initial number of Shares that shall be used to determine Participant's rights pursuant to this Award is _____ (the "Target Performance Shares"). The number of Target Performance Shares shall be used solely to calculate the maximum number of Shares that may be issued to Participant under this Agreement ("Actual Performance Shares"). Both the number of Target Performance Shares and Actual Performance Shares shall be subject to adjustment as set forth in the Plan. The number of Shares issuable under the Award may be subject to reduction as set forth in Paragraph 3.

2. Vesting Requirements. The Shares subject to the Award shall initially be unvested and shall vest only in accordance with the vesting provisions of this Paragraph 2 or the special vesting acceleration provisions of Paragraph 4. The Shares in which Participant shall vest under this Paragraph 2 shall be determined pursuant to a two-step process: (i) first there shall be calculated the maximum number of Shares in which Participant can vest based upon the level at which the Performance Goals specified in Appendix A of this Agreement (the "Performance Goals") for the performance period commencing on _____ and ending on _____ (the "Performance Period") are actually attained and (ii) then the number of the Actual Performance Shares resulting from the clause (i) calculation in which Participant shall actually vest shall be determined on the basis of Participant's completion of the applicable service vesting provisions set forth below. Accordingly, the vesting of the Shares shall be calculated as follows:

(a) Performance Vesting. The number of Actual Performance Shares to which Participant may become entitled under this Agreement shall be calculated following the end of the Performance Period and shall be based on the level at which the Performance Goals for the Performance Period are determined to have been attained. The number of Actual Performance Shares to which Participant may become entitled at the end of the Performance Period shall be calculated by multiplying the designated number of Target Performance Shares by a performance percentage ranging from 0% to 200%. The actual performance percentage to be used for such purpose shall be determined in accordance with the methodology set forth in Appendix A and shall be tied to the attained level of Company performance for the Performance Period described in Appendix A. In no event may the number of Actual Performance Shares exceed two hundred percent (200%) of the Target Performance Shares.

(b) Service Vesting: The Actual Performance Shares so determined represent the maximum number of Shares in which Participant can vest hereunder. The actual number of Shares in which Participant shall vest shall be determined as follows:

(i) If Participant remains in continued employment or service with the Company or an Affiliate from _____ through _____ (the "Service Period"), on _____ Participant shall vest in 100% of the Actual Performance Shares.

(ii) In the event of Participant's termination of continued employment or service with the Company or an Affiliate that occurs during the Service Period by reason of death or Disability, Participant shall be entitled to receive a number of Shares determined by multiplying (A) the number of Actual Performance Shares (if any) to which Participant would be entitled based on the actual level at which the Performance Goals are achieved by (B) a fraction, the numerator of which is the number of months of employment or service in the Service Period prior to the termination (rounded up to the closest whole month, but not to exceed thirty-six (36)) and the denominator of which is thirty-six (36).

(iii) Should Participant cease continued employment or service with the Company or an Affiliate for any other reason prior to the end of the Service Period, the Award shall be immediately canceled and Participant shall thereupon cease to have any right or entitlement to receive any Shares under the Award.

(iv) For purposes of this Agreement, Participant's date of termination of employment shall mean the date on which Participant ceases active employment, and shall not be extended by any notice period, whether mandated or implied under local law during which Participant is not actually employed or providing services (e.g., garden leave or similar leave) or during or for which Participant receives pay in lieu of notice or severance pay. The Company shall have the sole discretion to determine when Participant is no longer actively employed for purposes of this Agreement without reference to any other agreement, written or oral, including Participant's contract of employment, if applicable.

3. Performance Goals.

(a) Committee Determination. Following the end of the Performance Period, the Committee shall determine whether and the extent to which the Performance Goals have been achieved for the Performance Period and shall determine the number of Actual Performance Shares, if any, issuable to Participant with respect to the level of achievement of the Performance Goals based on completion of the service vesting requirement. The Committee's determinations with respect to the achievement of the Performance Goals shall be based on the Company's audited financial statements, subject to any adjustments made by the Committee in accordance with Paragraph 3(b) below. If the threshold levels for the Performance Goals are not achieved, the Award shall be cancelled and Participant shall thereupon cease to have any right or entitlement to receive any Shares under the Award.

(b) Committee Discretion to Reduce or Eliminate Award. Notwithstanding satisfaction, achievement or completion of the Performance Goals (or any adjustments thereto as provided below), the number of Shares issuable hereunder may be reduced or eliminated by the Committee on the basis of such further considerations as the Committee in its sole discretion shall determine.

(c) Modification of Performance Goals. The Committee shall have the right to adjust or modify the calculation of the Performance Goals as permitted under the Plan.

4. Change of Control: In the event a Change of Control occurs during the Service Period, the number of Shares issuable under this Award and the date of issuance of the Shares shall be determined as follows notwithstanding any provisions of this Agreement or the Plan to the contrary:

(a) In the event the Change of Control occurs prior to completion of the Performance Period and Participant remains in continued employment or service with the Company or an Affiliate through the effective date of that Change of Control, then this Award shall be converted into a right to receive the number of Target

Performance Shares without any measurement of Performance Goal attainment to date, subject to the provisions of Paragraphs 4(c) and 4(d) below.

(b) If the Change of Control occurs on or after completion of the Performance Period but prior to completion of the Service Period and Participant remains in continued employment or service with the Company or an Affiliate through the effective date of that Change of Control, this Award shall entitle Participant to receive the number of Actual Performance Shares based on the level of attainment of the Performance Goals, subject to the provisions of Paragraphs 4(c) and 4(d) below.

(c) If this Award is assumed, continued or substituted in connection with the Change of Control in accordance with the Plan, then provided Participant remains in continued employment or service with the Company or an Affiliate through the completion of the Service Period, the Shares issuable under this Award (as determined in accordance with the applicable provisions of Paragraphs 4(a) and 4(b)) or other consideration payable in connection with such assumption, continuation or substitution, shall be issued on _____ or as soon as practicable thereafter but in no event later than the applicable short-term deferral period under applicable tax rules. If Participant's continued employment or service terminates prior to completion of the Service Period, then except as otherwise provided in Paragraph 4(f) and Paragraph 4(g), the Award shall be immediately cancelled upon such termination and Participant shall thereupon cease to have any right or entitlement to receive any Shares or other consideration under the Award.

(d) If this Award is not assumed, continued or substituted in connection with the Change of Control in accordance with the Plan, then the Shares issuable under this Award (as determined pursuant to Paragraphs 4(a) or 4(b)) or other consideration payable with respect to such Shares in consummation of the Change of Control shall be issued on the effective date of the Change of Control or as soon as administratively practicable thereafter, but in no event more than fifteen (15) business days after such effective date.

(e) Following a Change of Control, Participant shall not have any right to receive any Shares under this Award in excess of the number of Shares determined under this Paragraph 4.

(f) In the event of Participant's termination of continued employment or service with the Company or an Affiliate that occurs during the Service Period by reason of death or Disability, Participant shall be entitled to receive a number of Shares determined by multiplying (A) the number of Shares (if any) to which Participant would be entitled in accordance with the applicable provisions of Paragraphs 4(a) and 4(b) had Participant's employment or service not terminated by (B) a fraction, the numerator of which is the number of months of service in the Service Period prior to the termination (rounded up to the closest whole month, but not to exceed thirty-six (36)) and the denominator of which is thirty-six (36). To the extent not issued at the time of the Change of Control, such Shares (or other consideration issuable under this Award) shall be issued immediately upon such termination or as soon as practicable thereafter, but not later than the fifteenth (15th) day of the third (3rd) calendar month following the year of such termination.

(g) Notwithstanding anything to the contrary, in the event of Participant's Involuntary Termination that occurs during the Service Period and within twenty-four (24) months following a Change of Control in connection with which this Award is assumed, continued or substituted, Participant shall immediately vest in the Shares (as determined in accordance with the applicable provisions of Paragraphs 4(a) and 4(b) above) or other consideration payable in connection with such assumption, continuation or substitution issuable under this Award and such Shares or other consideration shall be issued immediately upon such Involuntary Termination or as soon as practicable thereafter, but in no event more than fifteen (15) business days after such Involuntary Termination.

(h) Each issuance of Shares shall be subject to the Company's collection of any Applicable Taxes.

(i) For purposes of this Agreement, the following definitions shall apply:

(i) “Involuntary Termination” shall mean the termination of Participant’s continued employment or service with the Company or an Affiliate which occurs by reason of such individual’s involuntary dismissal or discharge by the Company (or Affiliate) for reasons other than Cause.

(ii) “Cause” shall mean “Cause” as defined in any employment or consulting agreement between Participant and the Company or an Affiliate in effect at the time of termination or, in the absence of such an employment or consulting agreement: (A) any conviction by a court of, or entry of a pleading of guilty or *nolo contendere* by Participant with respect to, a felony or any lesser crime involving moral turpitude or a material element of which is fraud or dishonesty; (B) Participant’s willful dishonesty of a substantial nature towards the Company and any of its Affiliates; (C) Participant’s use of alcohol or drugs which materially interferes with the performance of his duties to the Company and/or its Affiliates or which materially compromises the integrity and reputation of Participant or the Company and/or its Affiliates; or (D) Participant’s material, knowing and intentional failure to comply with material applicable laws with respect to the execution of the Company’s and its Affiliates’ business operations.

5. Issuance of Shares; Withholding.

(a) Except as otherwise provided under Paragraph 4, the Company shall issue the Shares to which Participant becomes entitled as soon as practicable following completion of the Service Period but in no event later than the fifteenth (15th) day of the third (3rd) calendar month following the end of the Service Period, subject to the Company’s collection of any Applicable Taxes; provided, however, that any Shares to which Participant becomes entitled under Paragraph 2(b)(ii) shall be issued no later than the fifteenth (15th) day of the third (3rd) calendar month following the year of Participant’s termination.

(b) Any Applicable Taxes required to be withheld with respect to the issuance of the Shares under this Agreement shall be paid through an automatic Share withholding procedure pursuant to which the Company will withhold, at the time of such issuance, a portion of the Shares with a Fair Market Value (measured as of the issuance date) equal to the amount of those taxes.

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

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

6. Restrictive Covenants and Forfeiture.

(a) In consideration for the grant of the Award, Participant agrees to comply with the restrictive covenants set forth in Paragraph 6(d) below (the “Restrictive Covenants”).

(b) Participant acknowledges and agrees that any breach by Participant of the Restrictive Covenants will result in irreparable injury to the Company or its Affiliates, as the case may be, for which money damages could not adequately compensate such injury. Therefore, the Company or any of its Affiliates shall have the right (in addition to any other rights and remedies which it may have at law or in equity and in addition to the forfeiture requirements set forth in Paragraph 6(c) below) to seek to enforce this Paragraph 6 and any of its provisions by injunction, specific performance, or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company or any of its Affiliates may have for a breach, or threatened breach, of the Restrictive Covenants. Participant agrees that in any action in which the Company or any of its Affiliates seeks injunction, specific performance, or other equitable relief, Participant will not assert or contend that any of the provisions of this Paragraph 6 are unreasonable or otherwise unenforceable. Participant consents to the sole and exclusive jurisdiction and venue in the federal and state courts located in New York City and waives any objection to the laying of venue of any such proceeding in any such court. Participant also irrevocably and unconditionally consents to the service of any process, pleadings, notices, or other papers.

(c) Participant acknowledges and agrees that in the event Participant breaches the Restrictive Covenants contained in this Paragraph 6:

(i) The Company shall have the right to terminate this Award (and Participant shall thereupon cease to have any right or entitlement to receive any Shares under this Award) to the extent outstanding, and

(ii) The Company may in its discretion cancel any Shares issued hereunder that vested within twelve (12) months of Participant's breach of the Restrictive Covenants contained in this Paragraph 6; provided, that if Participant has disposed of any such Shares received hereunder, then the Company may require Participant to pay to the Company, in cash, the fair market value of such Shares as of the date of disposition.

(d) Based on the understanding that Participant will be given access to valuable clients and confidential and proprietary information, Participant agrees that while an employee of the Company (or an Affiliate) and for a period of one (1) year from cessation of employment, Participant will not directly or indirectly:

(i) enter, engage in, participate in, or assist, either as an individual on his or her own or as a partner, joint venturer, employee, agent, consultant, officer, trustee, director, owner, part-owner, shareholder, or in any other capacity, in the geographic region where Participant solicited or provided services for the Company (or an Affiliate), directly or indirectly, any other business organization listed as a "Restricted Company" on Exhibit A attached hereto as updated and in effect on the relevant determination date as described below (collectively, the "Restricted Companies") in any activity that competes, directly or indirectly, with any Company activity, product or service that Participant engaged in, participated in, or had confidential information about during Participant's last 12 months of employment with the Company. Participant acknowledges and agrees that the list of Restricted Companies may change or be revised at the sole discretion of the Company based on its good faith current understanding of its competitors, that the current version of the list will be available on a Genpact intranet, Sharepoint or similar page (the link for which will be shared separately) and that the list that is posted on such page on the day that Participant's employment terminates with the Company shall be the list of Restricted Companies in full force and effect when the Participant's employment with the Company (or an Affiliate) terminates for any reason;

(ii) either alone or in association with others, solicit, divert or take away, or attempt to divert or take away, the business or patronage of any of the actual or prospective clients, customers, accounts or business partners of the Company (or any Affiliate) with whom Participant had direct interaction with during Participant's employment with the Company (or any Affiliate); and

(iii) on Participant's own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person's employment with the Company or an Affiliate, whether or not such person is a full-time employee or whether or not such employment is pursuant to a written agreement or is at-will.

Recognizing that the limitations in this Agreement permit Participant to continue Participant's chosen career in the same geographic area without any interruption while protecting the Company's legitimate business interests in its client and employee relationships, Participant agrees that the above restrictions are reasonable including the short length of time, the limitation as to identified clients and employees, and the specific area of business in which competition is limited as to those clients. Participant agrees that these limitations are reasonable given the highly competitive nature of the Company's business and are required for the Company's protection based upon numerous factors including the knowledge and information to which Participant will have access during Participant's employment with the Company. Participant's agreement to observe the restrictions set forth in this agreement is material consideration for Participant's employment with the Company as well as eligibility to receive grants in the Plan. Participant represents that his/her experience and capabilities are such that the restrictions contained in Paragraph 6 above will not prevent Participant from obtaining employment or otherwise earning a living at the same general level of economic benefit as earned with the Company. Participant further agrees that, should a court determine that any provision, term or condition set forth in this Paragraph 6 is invalid, the court may alter or modify any such provision, term or condition in a manner so as to protect the Company's legitimate business interests. For the avoidance of doubt, the Restrictive Covenants in this Paragraph 6 are in addition to, and not in lieu of, and do not

amend, modify, or supersede, any non-competition, non-solicitation, confidentiality, or similar restrictive covenants that run in favor of the Company or its Affiliates and by which Participant is bound.

Nothing in this Agreement shall preclude Participant from making passive investments of not more than one percent (1%) of a class of securities of any business enterprise registered under the Securities Exchange Act of 1934, as amended.

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

8. Clawback. The Company shall have the right to terminate this Award (and Participant shall thereupon cease to have any right or entitlement to receive any Shares under this Award) to the extent outstanding and to cancel any Shares issued hereunder in the event of any of the following:

(i) If a Participant resident in the United States or India has breached any restrictive covenant (whether non-solicitation, non-competition, non-disparagement or confidentiality) under any agreement between Participant and the Company or an Affiliate during employment or during one (1) year period following termination of Participant's employment or service with the Company or an Affiliate;

(ii) If the Company is required to prepare an accounting restatement for any part of the Performance Period due to material noncompliance with financial reporting requirements under the federal securities laws which the Committee determines is the result of fraud, negligence, or intentional or gross misconduct by Participant;

(iii) In the circumstances and manner provided in any clawback or compensation recovery policy that may be adopted or implemented by the Company and in effect from time to time on or after the Award Date; and/or

(iv) If the Committee determines that Participant committed an act or omission while an employee or other service provider of the Company (or Affiliate) that was not discovered by the Company (or any Affiliate) until after the termination of Participant's employment or service that would, if Participant were an active employee or other service provider of the Company (or Affiliate) at the time such act or omission is discovered, be reason for termination of Participant's employment or service for Cause.

For purposes of this Section 8, clause (i) shall only apply to Shares that have not yet vested or that vested within twelve (12) months of the date of such breach.

The Company's rights to cancel the Award and any Shares issued hereunder pursuant to this Section 8 shall be in addition to the Company's rights under Section 6 of this Agreement.

9. Sections 409A and 457A.

(a) It is the intention of the parties that the provisions of this Agreement shall, to the maximum extent permissible, comply with the requirements of the short-term deferral exceptions of Section 409A of the Code and the Treasury Regulations issued thereunder and Section 457A of the Code and any guidance with respect to Code Section 457A, including but not limited to Notice 2009-8. Accordingly, to the extent there is any ambiguity as to whether one or more provisions of this Agreement would otherwise contravene the requirements or limitations of Code Section 409A or of Code Section 457A applicable to such short-term deferral exceptions, then those provisions shall be interpreted and applied in a manner that does not result in a violation of the requirements or limitations of Code Section 409A and the Treasury Regulations thereunder and Code Section 457A and any guidance with respect to Code Section 457A, including but not limited to Notice 2009-8, that apply to such exceptions.

(b) Notwithstanding any provision to the contrary in this Agreement, to the extent this Award may be deemed to create a deferred compensation arrangement under Code Section 409A, then Shares or other amounts which become issuable or distributable under this Agreement by reason of Participant's cessation of continued employment or service shall actually be issued or distributed to Participant prior to the **earlier** of (i) the first day of the seventh (7th) month following the date of Participant's Separation from Service (as determined under Code Section 409A and Treasury Regulations thereunder) or (ii) the date of Participant's death, if Participant is deemed at the time of such Separation from Service to be a specified employee under Section 1.409A-1(i) of the Treasury Regulations issued under Code Section 409A, as determined by the Committee in accordance with consistent and uniform standards applied to all other Code Section 409A arrangements of the Company, and such delayed commencement is otherwise required in order to avoid a prohibited distribution under Code Section 409A(a)(2). The deferred Shares or other distributable amount shall be issued or distributed in a lump sum on the first day of the seventh (7th) month following the date of Participant's Separation from Service or, if earlier, the first day of the month immediately following the date the Company receives proof of Participant's death.

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

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

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

if to the Company:

Genpact Limited
Canon's Court
22 Victoria Street
Hamilton HM 12
Bermuda
Attn: Secretary

with a copy to:

Genpact LLC
1155 Avenue of the Americas
Fourth Floor
New York, NY 10036
Attn: Legal Department

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

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

13. Construction. This Agreement and the Award evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. All decisions of the Committee with

respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in the Award.

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

15. Employment at Will. Nothing in this Agreement or in the Plan shall confer upon Participant any right to remain in employment or service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Affiliate employing or retaining Participant) or of Participant, which rights are hereby expressly reserved by each, to terminate Participant's employment or service at any time for any reason, with or without cause, subject to compliance with applicable law and the terms of any employment agreement between Participant and the Company (or any Affiliate employing or retaining Participant).

16. Electronic Delivery. The Company may deliver any documents related to the Award, the Plan or future awards that may be granted under the Plan by electronic means. Such means of electronic delivery include, but do not necessarily include, the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the documents via e-mail or such other means of electronic delivery specified by the Company. Participant hereby acknowledges that Participant has read this provision and consents to the electronic delivery of the documents. Participant acknowledges that Participant may receive from the Company a paper copy of any documents delivered electronically at no cost to Participant by contacting the Company in writing or by telephone. Participant further acknowledges that Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, Participant understands that Participant must provide the Company with a paper copy of any documents if the attempted electronic delivery of such documents fails.

17. Additional Terms for Non-U.S. Participants. Notwithstanding anything to the contrary herein, Participants residing and/or working outside the United States shall be subject to the Additional Terms and Conditions for Non-U.S. Participants attached hereto as Addendum A and to any Country-Specific Terms and Conditions attached hereto as Addendum B. If Participant is a citizen or resident of a country (or is considered as such for local law purposes) other than the one in which Participant is currently residing or working or if Participant relocates to one of the countries included in the Country-Specific Terms and Conditions after the grant of the Award, the special terms and conditions for such country will apply to Participant to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Terms and Conditions for Non-U.S. Participants and the Country-Specific Terms and Conditions constitute part of this Agreement and are incorporated herein by reference.

18. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

19. Participant Acceptance. Participant must accept the terms and conditions of this Agreement electronically no later than _____ by clicking the "Accept" (or similar wording) button on the award acceptance screen of your Plan account at www.ETRADE.com and following any other instructions you are prompted to follow in your Plan account. If Participant does not accept the terms as instructed, this Agreement will automatically, without further action of the Company or the Committee, terminate and the Award will be forfeited at midnight on _____. Acceptance of this Agreement constitutes Participant's consent to any action taken under the Plan and this Agreement and Participant's agreement to be bound by the terms and conditions of this Agreement including the Restrictive Covenants. In no event shall any Shares be issued (or other securities or property distributed) under this Agreement in the absence of timely acceptance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GENPACT LIMITED

Signature: _____

Title: _____

PARTICIPANT

Signature: _____

EXHIBIT A

Restricted Companies¹:

Accenture

Cognizant

EXL

Infosys

TCS

WNS

¹ This list will also be available on a Company intranet, Sharepoint or similar page for which the link will be shared separately. The list of Restricted Companies may be updated at Genpact's discretion from time to time. The list that is posted on such page on the day that Participant's employment terminates with the Company shall be the list of Restricted Companies in full force and effect when the Participant's employment with the Company (or an Affiliate) terminates for any reason.

ADDENDUM A TO THE PERFORMANCE SHARE AWARD AGREEMENT

TERMS AND CONDITIONS FOR NON-U.S. PARTICIPANTS

This Addendum includes additional terms and conditions that govern the Performance Share Award granted to Participant if Participant works or resides outside the United States.

Capitalized terms used but not defined herein are defined in the Plan or the Agreement and have the meanings set forth therein.

1. No Acquired Right. Participant acknowledges and agrees that:

(a) The Plan is established voluntarily by the Company, the grant of awards under the Plan is made at the discretion of the Committee and the Plan may be modified, amended, suspended or terminated by the Company at any time. All decisions with respect to future awards, if any, will be at the sole discretion of the Committee.

(b) This Award (and any similar awards the Company may in the future grant to Participant, even if such awards are made repeatedly or regularly, and regardless of their amount), and Shares acquired under the Plan (A) are wholly discretionary and occasional, are not a term or condition of employment and do not form part of a contract of employment, or any other working arrangement, between Participant and the Company or any Affiliate; (B) do not create any contractual entitlement to receive future awards or benefits in lieu thereof; and (C) do not form part of salary or remuneration for purposes of determining pension payments or any other purposes, including without limitation termination indemnities, severance, resignation, payment in lieu of notice, redundancy, end of service payments, bonuses, long-term service awards, pension or retirement benefits, welfare benefits or similar payments, except as otherwise required by the applicable law of any governmental entity to whose jurisdiction the award is subject.

(c) This Award and the Shares acquired under the Plan are not intended to replace any pension rights or compensation.

(d) Participant is voluntarily participating in the Plan.

(e) In the event that Participant's employer is not the Company, the grant of this Award and any similar awards the Company may grant in the future to Participant will not be interpreted to form an employment contract or relationship with the Company and, furthermore, the grant of this Award and any similar awards the Company may grant in the future to Participant will not be interpreted to form an employment contract with Participant's employer or any Affiliate.

(f) The future value of the underlying Shares is unknown and cannot be predicted with certainty. Neither the Company nor any Affiliate shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Award or the Shares.

(g) Participant shall have no rights, claim or entitlement to compensation or damages as a result of Participant's cessation of employment for any reason whatsoever, whether or not later found to be invalid or in breach of contract or local labor law, insofar as these rights, claim or entitlement arise or may arise from Participant's ceasing to have rights under this Award as a result of such cessation or loss or diminution in value of the Award or any of the Shares issuable under this Award as a result of such cessation, and Participant irrevocably releases his or her employer, the Company and its Affiliates, as applicable, from any such rights, entitlement or claim that may arise. If, notwithstanding the foregoing, any such right or claim is found by a court of competent jurisdiction to have arisen, then, by signing this Agreement, Participant shall be deemed to have irrevocably waived his or her entitlement to pursue such rights or claim.

2. Data Protection (Jurisdictions other than European Union/European Economic Area/United Kingdom).

(a) In order to facilitate Participant's participation in the Plan and the administration of the Award, it will be necessary for contractual and legal purposes for the Company (or its Affiliates or payroll administrators) to collect, hold and process certain personal information and sensitive personal information about Participant (including, without limitation, Participant's name, home address, telephone number, date of birth, nationality, social insurance or other identification number and job title and details of the Award and other awards granted, cancelled, exercised, vested, unvested or outstanding and Shares held by Participant). Participant consents explicitly, willingly, and unambiguously to the Company (or its Affiliates or payroll administrators) collecting, holding and processing Participant's personal data and transferring this data (in electronic or other form) by and among, as applicable, Participant's employer, the Company and its Affiliates and other third parties (collectively, the "Data Recipients") insofar as is reasonably necessary to implement, administer and manage the Plan and the Award. Participant authorizes the Data Recipients to receive, possess, use, retain and transfer the data for the purposes of implementing, administering and managing the Plan and the Award. Participant understands that the data will be transferred to E*TRADE, or such other broker or third party as may be selected by the Company in the future which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the Data Recipients may be located in the United States or elsewhere, and that the recipient's country may have a lower standard of data privacy laws and protections than Participant's country.

(b) The Data Recipients will treat Participant's personal data as private and confidential and will not disclose such data for purposes other than the management and administration of the Plan and the Award and will take reasonable measures to keep Participant's personal data private, confidential, accurate and current. Participant understands that the data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan.

(c) Participant understands that Participant may, at any time, make a request to view his or her personal data, require any necessary corrections to it or withdraw the consents herein in writing by contacting the Company and that these rights are subject to legal restrictions but acknowledges that without the use of such data it may not be practicable for the Company to administer Participant's involvement in the Plan in a timely fashion or at all and this may be detrimental to Participant and may result in the possible exclusion of Participant from continued participation with respect to this Award or any future awards under the Plan.

3. Data Protection (European Union/European Economic Area/United Kingdom).

(a) In order to facilitate Participant's participation in the Plan and the administration of the Award, it will be necessary for contractual, legitimate interest and legal purposes for the Company (or its Affiliates or payroll administrators) to collect, hold and process certain personal data and, where required for legal purposes with the Participant's freely given consent, any sensitive personal information about Participant. Such personal data includes, without limitation, Participant's name, home address, telephone number, date of birth, nationality, social insurance or other identification number and job title and details of the Award and other awards granted, cancelled, exercised, vested, unvested or outstanding and Shares held by Participant. Participant hereby acknowledges and agrees to the Company (or its Affiliates or payroll administrators) collecting, holding and processing Participant's personal data and transferring this data (in electronic or other form) by and among, as applicable, Participant's employer, the Company and its Affiliates and other third parties (collectively, the "Data Recipients") insofar as is reasonably necessary to implement, administer and manage the Plan and the Award. Participant understands that the Data Recipients will receive, possess, use, retain and transfer the data for the purposes of implementing, administering and managing the Plan and the Award. Participant understands that the data will be transferred to E*TRADE, or such other broker or third party as may be selected by the Company in the future which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the Data Recipients may be located in the United States or elsewhere, and that the Data Recipient's country may have a different or lower standard of data privacy laws and protections than Participant's country.

(b) The Data Recipients will treat Participant's personal data as private and confidential and will not disclose such data for purposes other than the management and administration of the Plan and the Award and will take reasonable measures to keep Participant's personal data private, confidential, accurate and current. Participant understands that the data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan and for legal requirements thereafter. Participant shall notify the Company of any changes to his or her personal data.

(c) Participant understands that Participant may, at any time, exercise the rights granted to Participant by the GDPR and other applicable data protection laws including the right to make a request to access or be provided with a copy of his or her personal data, request additional information about the storage and processing of the data, request that the personal data is restricted or otherwise object to its processing by the Company, require any necessary corrections to it or withdraw any consents provided by Participant in writing by contacting the Company and that these rights are subject to legal restrictions. Participant acknowledges that without the Company's use of such data it may not be practicable for the Company to administer Participant's involvement in the Plan in a timely fashion or at all and this may be detrimental to Participant and may result in the possible exclusion of Participant from continued participation with respect to this Award or any future awards under the Plan. Participant is referred to the privacy notice provided by the employing affiliate for further information about the processing of his or her personal data and rights under applicable data protection laws.

4. Withholding; Responsibility for Taxes. This provision supplements Paragraph 5(b) of the Agreement.

For tax purposes, Participant is deemed to have been issued the full number of Shares to which Participant is entitled to under the Award notwithstanding that a number of Shares are withheld for purposes of paying Applicable Taxes. To the extent that the number of Shares withheld to pay Applicable Taxes is not sufficient to cover the obligation for Applicable Taxes, Participant authorizes the Company and/or the Affiliate employing or retaining Participant, or their respective agents, at their discretion, to satisfy the obligations with respect to all Applicable Taxes by withholding from any wages or other cash compensation paid to Participant and/or Affiliate. Participant acknowledges that regardless of any action the Company (or any Affiliate employing or retaining Participant) takes with respect to any or all Applicable Taxes, the ultimate liability for all Applicable Taxes legally due by Participant is and remains Participant's responsibility and that the Company (and its Affiliates) (i) make no representations or undertakings regarding the treatment of any Applicable Taxes in connection with any aspect of the Award, including the grant, vesting or settlement of the Award, and the subsequent sale of any Shares acquired at settlement; and (ii) do not commit to structure the terms of the grant or any aspect of the Award to reduce or eliminate Participant's liability for Applicable Taxes. Further, if Participant is subject to taxation in more than one jurisdiction between the Award Date and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the Company and/or Participant's employer (or former employer, as applicable) may be required to withhold or account for Applicable Taxes in more than one jurisdiction.

ADDENDUM B TO THE PERFORMANCE SHARE AWARD AGREEMENT

COUNTRY-SPECIFIC TERMS AND CONDITIONS

These Country-Specific Terms and Conditions include additional terms and conditions that govern the Performance Share Award granted to Participant under the Plan if Participant resides or works in one of the countries listed below. Capitalized terms used but not defined in these Country-Specific Terms and Conditions are defined in the Plan or the Agreement and have the meanings set forth therein.

AUSTRALIA

Offer Document. The Award is granted pursuant to the Offer Document attached hereto.

CANADA

Award Payable Only in Shares. Notwithstanding any discretion in the Plan or anything to the contrary in this Agreement, the grant of the Award does not provide Participant any right to receive a cash payment and the Award may be settled only in Shares.

Prospectus Exemption. For the purposes of compliance with National Instrument 45-106 - Prospectus Exemptions (and in Québec, Regulation 45-106 respecting Prospectus exemptions, collectively, "45-106"), the prospectus requirement does not apply to a distribution by an issuer in a security of its own issue with an employee, executive officer, director or consultant of the issuer or a related entity of the issuer, provided the distribution is voluntary.

Resale Restrictions. Shares acquired under the Plan may be subject to certain restrictions on resale imposed by Canadian provincial securities laws. Notwithstanding any other provision of the Plan to the contrary, any transfer or resale of any Shares acquired by Participant pursuant to the Plan must be in accordance with the resale rules under (a) Ontario Securities Commission Rule 72-503 Distributions Outside Canada if Participant is a resident in the Province of Ontario, or (c) National Instrument 45-102 - Resale of Securities (and in Québec, Regulation 45-102 respecting Resale of securities, collectively "45-102") if Participant is a resident in the Provinces of British Columbia or Québec.

In Ontario, the prospectus requirement does not apply to the first trade of Shares issued in connection with the Award provided the conditions set forth in section 2.8 of 72-503 are satisfied. In British Columbia and Québec, the prospectus requirement does not apply to the first trade of Shares issued in connection with the Award provided the conditions set forth in section 2.14 of 45-102 are satisfied.

Participant should consult his or her advisor prior to any resale of Shares.

Additional Provisions Applicable to Participants Resident in Quebec.

Data Protection: The following provision supplements the Data Protection section of Addendum A: Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Company and the Board or Committee, to disclose and discuss the Plan with their advisors. Participant further authorizes the Company to record such information and to keep such information in Participant's employee file.

Language Consent. The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à la présente convention.

CHINA

Immediate Sale of Shares. Notwithstanding anything to the contrary in the Agreement or the Plan, in accordance with the requirements of the State Administration of Foreign Exchange (“SAFE”), the Shares issued following vesting of the Award must be sold immediately through the Company’s designated broker. Participant’s acceptance of the Award shall constitute Participant’s authorization to the brokerage firm to effect such sale. Such sale may be effected through block sales over a period of one or more trading days following the issuance of the shares. Neither the brokerage firm nor the Company will guarantee the sale price for any such sale and Participant shall be solely responsible for fluctuations in the value of the Shares until sale. This Agreement shall be deemed to be a 10b5-1 plan under the Exchange Act. The net proceeds realized upon the sale of the Shares will be repatriated to China and such net proceeds (less any Applicable Taxes required to have been withheld in connection with the Award) shall be paid to Participant in local currency. Participant shall have no access to the sales proceeds until such distribution. The remittance, conversion and payment of the net proceeds shall be made in accordance with the procedures adopted by the Company in order to comply with SAFE regulations and accordingly, are subject to change from time to time.

FRANCE

Language Consent. The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.

HONG KONG

Securities Law Notification. Participant acknowledges and understands that the offer of the Award and any Shares to be issued under the Plan are not a public offering of securities under Hong Kong law and are available only to employees of the Company and its Affiliates.

Furthermore, Participant acknowledges that the contents of the Agreement, the Plan and other related and incidental communication materials (the “Documents”) have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong, and the Documents have not been reviewed by any regulatory authority in Hong Kong. Participant understands that the Documents are intended only for the personal use of each participant and may not be distributed to any other person. Furthermore, Participant acknowledges that Participant is advised to exercise caution in relation to his or her participation in the Plan. If Participant is in any doubt as to the contents of the Prospectus, the Agreement or the Plan, Participant shall obtain independent professional advice.

ISRAEL

Additional Terms and Conditions. The Award is granted pursuant to the Genpact Appendix – Israel Taxpayers to the 2017 Omnibus Incentive Plan (the “Israel Appendix”) and is subject to the terms and conditions stated in the Israel Appendix, the Plan and the Agreement, including this Addendum B. By accepting the Award, Participant acknowledges and agrees to be bound by the terms of the Israel Appendix. The Israel Appendix is incorporated herein by reference and references to the Plan shall include the Israel Appendix.

The Award is intended to qualify for the tax treatment as a 102 Capital Gains Track Grant under Section 102 of the Israeli Income Tax Ordinance (New Version) 1961 (“Section 102”). Participant hereby acknowledges and agrees as follows:

- (a) Participant understands the provisions of Section 102 and the applicable tax track of this grant.
 - (b) Participant agrees to the terms and conditions of the trust agreement between the Company and the trustee (the “Trustee”) designated by the Company to serve as the supervising trustee as approved by the Israeli Tax Authority (the “ITA”) in accordance with the provisions of Section 102.
-

- (c) Participant understands that the Shares will be registered in the name of the Trustee for the benefit of Participant. Subject to the provisions of Section 102, Participant confirms that Participant shall not sell nor transfer the Award or the Shares from the Trustee until the end of the Required Holding Period. For purposes of the Award, “Required Holding Period” means the requisite period prescribed by Section 102 or such other period as may be required by the ITA, with respect to 102 Trustee Grants, during which Awards granted by the Company or Shares underlying such Awards must be held by the Trustee for the benefit of the person to whom it was granted.
- (e) If Participant sells or withdraws the Shares from the Trustee before the end of the Required Holding Period (“Violation”), either (A) Participant shall reimburse the Company within three (3) days of its demand for the employer portion of the payment by the Company to the National Insurance Institute plus linkage and interest in accordance with the law, as well as any other expense that the Company shall bear as a result of the said Violation or (B) Participant agrees that the Company may, in its sole discretion, deduct such amounts directly from any amounts to be paid to the Participant as a result of his or her disposition of the Shares.
- (f) Participant understands that this grant is conditioned upon the receipt of all required approvals from the ITA.
- (g) All tax consequences under any applicable law which may arise from the grant of the Award, from the holding or sale of the Shares by or on behalf of Participant, shall be borne solely by Participant. Participant shall indemnify the Company and/or Affiliate and/or Trustee, as the case may be, and hold them harmless, against and from any liability for any such tax or any penalty, interest or indexing.

JAPAN

Securities Law Notification. Upon the Company offering the Award to receive Shares pursuant to the Plan (the “Award”), the Company hereby notifies Participant as follows:

- (i) The offering falls under offering to the small number of investors (which shall refer to the offering to the small number of investors under Article 23-13, paragraph 4 of the Financial Instruments and Exchange Act (Law No. 25 of 1948 as amended) and as such, no filing under Article 4, paragraph 1 of the act is being made in relations to the offering.
- (ii) The transfers of the Award is prohibited.

NETHERLANDS

Securities Law Notice. The grant of the Award under the Plan is not considered a public offer of securities which requires an approved prospectus within the meaning of article 5:2 of the Act on Financial Supervision.

PHILIPPINES

Securities Law Approval

Notwithstanding anything to the contrary in the Plan or in this Agreement, the issuance of Shares is subject to the approval by the Philippines Securities and Exchange Commission *en banc* of a 10.2 Securities Registration Exemption covering the Shares and Plan.

UNITED KINGDOM

Award Payable Only in Shares. Notwithstanding any discretion in the Plan or anything to the contrary in this Agreement, the grant of the Award does not provide Participant any right to receive a cash payment and the Award may be settled only in Shares.

Taxes. Any reference to the withholding of Applicable Taxes, including any obligation to withhold, shall be treated as including a reference to any amount of Applicable Taxes in respect of which the Company (or an Affiliate) is required to account to any tax authority.

Termination of Service. Participant has no right to compensation or damages on account of any loss in respect of an Award under the Plan where the loss arises or is claimed to arise in whole or part from: (a) the termination of Participant's office or employment; or (b) notice to terminate Participant's office or employment. This exclusion of liability shall apply however termination of office or employment, or the giving of notice, is caused, and however compensation or damages are claimed. For the purpose of the Plan, the implied duty of trust and confidence is expressly excluded.

Employer NIC. As a condition to participation in the Plan and the issuance of Shares under this Award, Participant hereby agrees to accept all liability for and pay all secondary Class 1 National Insurance Contributions which would otherwise be payable by the Company (or any successor or any Affiliate employing or previously employing Participant) with respect to the issuance of Shares under this Award or any other event giving rise to taxation under this Award (the "Employer NIC"). Participant agrees that Participant will execute, within the time period specified by the Company, a joint election (the "Joint Election") provided by the Company and any other consent or elections required to effect the transfer of the Employer NIC. Participant further agrees to execute such other joint elections as may be required between Participant and any successor to the Company and/or Participant's employer. Participant further agrees that the Company and/or Participant's employer may collect the Employer NIC by any of the means set forth in the Joint Election.

OFFER TO AUSTRALIAN RESIDENT EMPLOYEES

This Offer Document sets out information regarding the participation of Australian resident employees of Genpact Limited (**Genpact** or the **Company**) and its Australian subsidiaries in grants of restricted share unit awards made under the Genpact Limited 2017 Omnibus Incentive Plan (**Plan**).

Investment in securities involves a degree of risk and there is no guarantee of the future value of, or returns from, securities you may acquire under the Plan. Employees who elect to participate in the Plan should consider all risk factors relevant to the acquisition of securities under the Plan as set out in this document and any associated documents.

The information contained in this document and any associated documents is general information only. It is not advice or information specific to your objectives, financial situation or needs. Australian employees should consider obtaining their own financial product advice from an independent person who is licensed by the Australian Securities and Investments Commission to give advice about participation in the Plan.

1. OFFER AND TERMS OF PARTICIPATION

This Offer Document relates to an invitation by the Company to eligible employees in Australia to accept grants of restricted share unit awards made under the Plan. The awards will be issued at no cost to you.

The terms of your participation are set out in the Plan, the Prospectus, the Restricted Share Unit Issuance Agreement and this Offer Document.

By accepting a grant of a restricted share unit award, you will be bound by terms set out in the Plan, the Prospectus, the Restricted Share Unit Issuance Agreement and this Offer Document.

2. HOW CAN I ASCERTAIN THE CURRENT MARKET PRICE OF SHARES UNDERLYING THE RESTRICTED SHARE UNIT AWARD IN AUSTRALIAN DOLLARS?

You could, from time to time, ascertain the market price of a share of common stock in the Company (“**Share**”) by obtaining that price from the New York Stock Exchange website, the Company website or The Wall Street Journal, and multiplying that price by a published exchange rate to convert U.S. Dollars into Australian Dollars, to determine the Australian dollar equivalent of that current market price.

3. RISKS OF ACQUIRING AND HOLDING SHARES

Acquiring and holding restricted share units and Shares involves risk. These risks include that:

- (a) There is no guarantee that Shares will grow in value - they may decline in value. Stock markets are subject to fluctuations and the price of Shares can rise and fall, depending upon the Company’s performance and other internal and external factors.
- (b) There is no assurance that the Company will pay dividends even if its earnings increase.
- (c) There are tax implications involved in acquiring and holding restricted share units and Shares and the tax regime applying to you may change.

List of Issuers and Guarantor Subsidiaries

This table sets forth the issuers and guarantors of the notes issued by Genpact Limited and its subsidiaries and the jurisdiction of incorporation or organization for each such entity.

Entity	Jurisdiction of Incorporation or Organization	3.70% Senior Notes due 2022	3.375% Senior Notes due 2024	1.750% Senior Notes due 2026
Genpact Limited	Bermuda	Guarantor	Guarantor	Guarantor
Genpact Luxembourg S.à r.l.	Luxembourg	Issuer	Issuer	Issuer
Genpact USA, Inc.	Delaware, U.S.	Guarantor	Guarantor	Issuer

CHIEF EXECUTIVE OFFICER CERTIFICATION

I, N.V. Tyagarajan, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Genpact Limited for the period ended March 31, 2021, as filed with the Securities and Exchange Commission on the date hereof;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 10, 2021

/s/ N.V. TYAGARAJAN

N.V. Tyagarajan

Chief Executive Officer

CHIEF FINANCIAL OFFICER CERTIFICATION

I, Edward J. Fitzpatrick, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Genpact Limited for the period ended March 31, 2021, as filed with the Securities and Exchange Commission on the date hereof;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 10, 2021

/s/ EDWARD J. FITZPATRICK

Edward J. Fitzpatrick
Chief Financial Officer

Certification of the Chief Executive Officer
Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Genpact Limited (the "Company") on Form 10-Q for the period ended March 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, N.V. Tyagarajan, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 10, 2021

/s/ N.V. TYAGARAJAN

N.V. Tyagarajan

Chief Executive Officer

Certification of the Chief Financial Officer
Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Genpact Limited (the "Company") on Form 10-Q for the period ended March 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Edward J. Fitzpatrick, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 10, 2021

/s/ EDWARD J. FITZPATRICK

Edward J. Fitzpatrick
Chief Financial Officer