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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): September 3, 2026

GENPACT LIMITED
(Exact name of registrant as specified in its charter)

Bermuda
(State or other jurisdiction
of incorporation)

001-33626
(Commission
File Number)

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

Canon's Court, 22 Victoria Street
Hamilton HM 12, Bermuda
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (441) 298-3300

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

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

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol	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 is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensation Arrangements of Certain Officers.

On September 8, 2026, Genpact Limited (the “Company”) announced that Ms. Sumita Pandit, age 49, will become its new Senior Vice President and Chief Financial Officer, effective September 9, 2026. Upon Ms. Pandit assuming the role of Senior Vice President and Chief Financial Officer of the Company, Mr. Michael Weiner will step down as Chief Financial Officer and remain employed by the Company in a transitional capacity through March 31, 2027. Mr. Weiner’s departure is not due to any disagreements related to accounting principles or practices, financial statement disclosures, or internal controls with the Company’s auditors or management. On September 3, 2026, the Company entered into an employment agreement (the “Agreement”) with Ms. Pandit, effective as of the date of the Agreement, as more fully described below.

Prior to joining the Company, Ms. Pandit worked at Radian in various roles from March 2023 to February 2026. She joined Radian in March 2023 as the Chief Growth Officer. She was appointed Chief Financial Officer in May 2023 and then President and Chief Financial Officer in April 2025. Prior to Radian, she served as the Chief Operating Officer of dLocal, a global cross-border payments company, from 2021 to 2023. Prior to that, Ms. Pandit held various Managing Director positions at J.P. Morgan Chase & Co. from 2015 through 2021, including Managing Director and Global Head of Fintech Investment Banking. Ms. Pandit also served as Vice President, Financial Institutions Group for Goldman Sachs from 2008 until 2015. From October 2021 to May 2023, Ms. Pandit also served on the board of Pushpay Holdings Limited, a public company that offers donor engagement software to non-profit companies. She has a Master of Business Administration from The Wharton School and an undergraduate degree in electrical engineering from National Institute of Technology, India.

There are no arrangements or understandings between Ms. Pandit and any other person pursuant to which she was appointed as Senior Vice President and Chief Financial Officer. There are no family relationships between Ms. Pandit and any director or executive officer of the Company, and there have been no transactions between Ms. Pandit and the Company in the last fiscal year, and none are currently proposed, that would require disclosure under Item 404(a) of Regulation S-K.

Employment Agreement with Ms. Pandit

The Agreement, which is for an unspecified term, provides for an annual base salary of \$750,000 and an annual performance bonus with a target of 120% of base salary, each of which is subject to review annually by the Board of Directors (the “Board”) of the Company and may be adjusted at the Board’s discretion from time to time. Under the Agreement, Ms. Pandit is also eligible to participate in all employee benefit plans maintained by the Company for the benefit of its executives generally and is entitled to severance benefits upon certain qualifying terminations of employment, as described in more detail below. The Agreement provides that Ms. Pandit’s employment with the Company may be terminated at any time with or without cause.

The Agreement provides that Ms. Pandit will be eligible for a one-time bonus (the “One-Time Bonus”) in the aggregate amount of \$3,000,000, payable in two tranches: \$400,000 in December 2026 and \$2,600,000 in December 2027, in each case subject to the satisfactory performance of her duties. Unpaid amounts are generally forfeited upon cessation of Ms. Pandit’s employment for any reason, including resignation or termination, except as described below in connection with a termination of Ms. Pandit by the Company without “cause” or by Ms. Pandit for “good reason” (each as defined in the Agreement).

Additionally, subject to the approval of the Compensation Committee of the Board (the “Compensation Committee”), the Agreement provides for two initial equity awards to be granted to Ms. Pandit under the Company’s 2017 Omnibus Incentive Compensation Plan (the “Plan”) in connection with the commencement of her employment. Ms. Pandit will be granted a 2026 performance share unit (“PSU”) award covering a target number of shares determined by dividing \$2,675,000 by the closing price of a Company common share on the grant date. The award will vest based on the level of achievement of performance goals established by the Compensation Committee, and Ms. Pandit’s continued employment through the applicable service period, consistent with the 2026 PSU awards granted to other senior executives of the Company. Ms. Pandit will also be granted a restricted share unit (“RSU”) award covering a number of common shares determined by dividing \$2,675,000 by the closing price of a Company common share on the grant date. The RSUs will vest in three equal annual installments over a three-year period following the grant date. The PSUs and the RSUs will be subject to accelerated vesting as described below upon a termination by the Company without “cause” or by Ms. Pandit for “good reason.”

In the event Ms. Pandit is terminated by the Company without “cause” or she resigns for “good reason” (each as defined in the Agreement), she will be eligible to receive severance payments that consist of (a) an amount equal to the sum of 6 months of her base salary, plus one week of her base salary for each year of service with the Company (up to a maximum of 12 weeks) payable in equal installments over the 12-month period following termination; (b) a lump sum payment in an amount equal to her pro-rated target bonus for the year of termination based on the number of days she was employed in the year of termination; and (c) a lump-sum payment equal to the cost that would be payable by the Company, measured as of her termination date, of acquiring health benefits for Ms. Pandit and her spouse and eligible dependents, as applicable, under the Company’s group health plan for 18 months following termination.

In addition, in the event such termination occurs prior to or more than 24 months following a change of control of the Company (as defined in the Plan), each of Ms. Pandit’s then outstanding (i) time-based options and time-based restricted share unit awards will vest on the termination date with respect to the number of shares that would have vested had Ms. Pandit continued in service for a period of 12 months following the termination date and (ii) performance share awards will vest with respect to the number of shares that would have vested had Ms. Pandit continued in service for a period of 12 months following the termination date, with such number of shares, if any, determined based on the level of attainment of the performance objectives upon the completion of the relevant performance period within 12 months following the termination date. All time-based options (including with respect to any previously vested shares) may be exercised for six months following the termination date (or if earlier, upon the expiration of the term of the time-based option). Any One-Time Bonus amount that would have been owed and payable had Ms. Pandit continued in employment or service for a period of 12 months following the termination date.

In the event such termination occurs within 24 months following a change of control, each of Ms. Pandit’s outstanding time-based options, time-based restricted share unit awards and performance share awards will vest in full on the change of control (with respect to the number of shares then subject to the awards). All time-based options (including with respect to any previously vested shares) will remain exercisable for a period of 6 months following the termination date (or if earlier, upon the expiration of the term of the time-based option). Further, the Company shall pay Ms. Pandit a lump sum payment in an amount equal to any Bonus amount that has not yet been paid to her.

Payment of severance benefits pursuant to the Agreement is conditioned on Ms. Pandit executing a general release of all claims against the Company and its affiliates and continued compliance with various covenants in the Agreement prohibiting her engagement in competitive activities, solicitation of clients and employees, disclosure of confidential information and disparagement of the Company, subject to applicable law.

In addition, the Agreement includes an Internal Revenue Code (“Code”) Section 280G “best pay” provision pursuant to which in the event any payments or benefits received by Ms. Pandit would be subject to an excise tax under Code Section 4999, she will receive either the full amount of such payments or a reduced amount such that no portion of the payments is subject to the excise tax, whichever results in the greater after-tax benefit to her.

Michael Weiner Departure

On September 7, 2026, the Company and Mr. Weiner, its Chief Financial Officer, agreed that Mr. Weiner would step down as Chief Financial Officer, effective September 8, 2026, and remain employed by the Company in a transitional capacity through March 31, 2027. The Company expressed its appreciation for Mr. Weiner’s contributions and service to the Company.

In connection with Mr. Weiner’s departure, Mr. Weiner and the Company intend to enter into a separation agreement and general release confirming the terms of Mr. Weiner’s separation from the Company.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

10.1	Employment Agreement between the Company and Sumita Pandit, dated September 3, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Signature

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

GENPACT LIMITED

Date: September 8, 2026

By: /s/ Sydney Schaub

Name: Sydney Schaub

Title: Senior Vice President, Chief Legal Officer and Secretary

**PLEASE READ CAREFULLY AND
CONSULT WITH AN ATTORNEY BEFORE SIGNING
THIS EMPLOYMENT AGREEMENT THAT INCLUDES A NON-COMPETITION RESTRICTIVE COVENANT AND A RELEASE OF ANY
AND ALL KNOWN AND UNKNOWN CLAIMS AGAINST GENPACT
IF YOU DO NOT UNDERSTAND THE DOCUMENT FULLY, DO NOT SIGN IT
EMPLOYMENT AGREEMENT**

This **EMPLOYMENT AGREEMENT** (this “Agreement”) by and between Genpact Limited, a Bermuda limited exempted company (the “Company”), and Sumita Pandit (the “Executive” and, together with the Company, the “Parties”) is effective as of the date of the

Executive’s commencement of employment with the Company so long as this date is on or before **September 03, 2026** unless a later date is mutually agreed between the Parties (the “Effective Date”).

WHEREAS, the Company or an affiliate of the Company desires to employ the Executive, and the Executive desires to be employed by the Company or an affiliate of the Company, on the terms and conditions set forth in this Agreement.

WHEREAS, the Agreement includes additional consideration payable to the executive for certain covenants included in the Agreement.

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

Section 1. Employment.

(a) Term. The Executive’s employment with the Company or an affiliate of the Company pursuant to this Agreement shall be “at will” and either the Company or the Executive may terminate the employment relationship at any time in accordance with the provisions of Section 5. The period during which the Executive is in fact employed by the Company pursuant to this Agreement shall constitute the “Term” hereunder.

(b) Duties. The Executive shall serve as **Senior Vice President and Chief Financial Officer**. In such capacity, the Executive shall report to the Chief Executive Officer of the Company. In addition to the other titles and responsibilities described in this Section 1 or assigned by the Executive’s manager, if requested by the CEO, the Executive shall serve (without additional compensation) during the Term as an officer or director of any subsidiary of the Company. The Company reserves the right to depute or second the Executive during the Term to any of its affiliates or group entities; provided that any such deputization or secondment shall not constitute a waiver of any of Executive’s rights hereunder and the Company shall retain all of its obligations hereunder in connection with any such deputization or secondment.

(c) Best Efforts. During the Term, the Executive shall devote the Executive's best efforts and full time and attention to promote the business and affairs of the Company and its affiliated entities and shall be engaged in other business activities only to the extent that such activities do not materially interfere or conflict with the Executive's obligations to the Company hereunder, including, without limitation, obligations pursuant to Section 8 below. The foregoing shall not be construed as preventing the Executive from (i) serving on civic, educational, philanthropic or charitable boards or committees, or, with the prior written consent of the Board of Directors of the Company (the "Board"), in its sole discretion, on corporate boards, and (ii) managing personal investments, so long as such activities are permitted under the Company's code of conduct and employment policies and do not violate the provisions of Section 8 below.

(d) Work Location. The Executive's primary work location shall be **Newtown Square, Pennsylvania**.

(e) Travel. The Executive understands and agrees that the Executive will be required to travel for business in the course of performing his or her duties for the Company.

Section 2. Compensation.

(a) Base Salary. During the Term, the Company shall pay the Executive a base salary ("Base Salary"), at the annual rate of **USD 750,000**, which shall be paid in installments in accordance with the Company's normal payroll practices. The Executive's Base Salary shall be reviewed annually by the Board pursuant to the normal performance review policies for senior level executives and may be adjusted from time to time as the Board deems appropriate.

(b) Annual Bonus. During the Term, the Executive shall be eligible to receive an annual cash bonus (the "Annual Bonus") in respect of each full or partial fiscal year of the Company ending during the Term (each, a "Fiscal Year", which as of the date hereof, is the period January 1 through December 31), with the target Annual Bonus to equal **120% of Base Salary** ("Target Bonus") for such Fiscal Year, subject to the attainment of such performance targets as are established by the Board, for such Fiscal Year. If the start date with the company is on or after October 01, the bonus eligibility will begin from January 01 of the next immediate calendar year, which starts the new performance year. Any such Annual Bonus shall be paid to the Executive on or after the first day (but in no event later than the fifteenth day of the third month) of the Fiscal Year following the Fiscal Year to which the Annual Bonus relates ("Payment Date"), subject to the Executive's continued service with the Company through the Payment Date. The Annual Bonus is, in part, intended as a retention tool, and an Annual Bonus is not deemed earned until the Board has determined whether and to what extent the performance goals have been met and all qualifying conditions and eligibility criteria of the Annual Bonus have been satisfied. The Executive's target Annual Bonus shall be reviewed annually by the Board pursuant to the normal performance review policies for senior level executives and may be adjusted from time to time as the Board deems appropriate.

(c) Deferred Income Plan. The Executive shall be eligible to receive a one-time Deferred Income Plan of **USD 3,000,000** (the “DIP”) on the following terms and conditions: (i) the DIP of **USD 400,000** will be paid in **Dec, 2026** from the date of joining and **USD 2,600,000** in **Dec, 2027** from the date of joining, subject to Executive’s satisfactory performance of Executive’s duties; (ii) any tax liability arising out of this payment shall be entirely borne by Executive; (iii) Should the Executive cease to be an employee of Genpact for any reason whatsoever, including transfer to any non-Genpact group of Companies, resignation, termination etc., Executive will be ineligible to receive any portion of the DIP amount; however, upon the termination of the Executive’s employment by the Company without Cause or by the Executive for Good Reason, a DIP amount may be paid out as set forth in Section 5(c)(iv) herein. This will be in addition to any DIP that has already been paid out. (iv) in case the payout date falls during the time Executive is serving notice period with Genpact then the Executive will not be eligible for any payment due under this plan; (v) If the Executive takes a sabbatical leave or leave without pay for any duration during this DIP plan, the payout date may be extended by such duration; (vi) Adherence to the code of conduct and any other policy or rules of the Company as applicable and as may be enforced from time to time is mandated for all employees to continue to participate in the DIP Plan. The Company reserves the right to exclude the Executive from the DIP Plan in the event that the Executive fails to adhere or violate any Company policy; and (vii) the Company and the Executive intend that any amounts or benefits payable or provided under this letter comply with the provisions of Section 409A of the Internal Revenue Code and the treasury regulations relating thereto so as not to subject you to the payment of the tax, interest and any tax penalty which may be imposed under Code Section 409A. The provisions of this letter shall be interpreted in a manner consistent with this intent.

(d) Equity Awards. Subject to the Executive’s commencement of employment with the Company and contingent upon the Executive’s continued employment through the applicable grant dates, the Executive shall be eligible to receive the equity awards as set forth below, subject to the terms of the Company’s 2017 Omnibus Incentive Compensation Plan, as may be amended (the “2017 Plan”). Executive and the Company acknowledge that the equity awards set forth herein include distinct, bargained-for consideration separate from any consideration provided for Executive’s performance of the duties set forth in Section 1(b), and specifically support the restrictive covenants set forth in Section 8 of the Agreement, and that Executive’s acceptance of the restrictive covenants is made with actual, knowing consideration.

i) 2026 Restricted Share Unit Award. Subject to the approval of the Compensation Committee (the “Compensation Committee”) of the Board, the Executive will be granted a time-vesting restricted share unit award covering a number of common shares of the Company (the “Shares”) determined by dividing **USD 2,675,000** by the Share Price on the grant date of the award, rounded down to the nearest whole number (the “RSU Award”). The RSU Award shall vest in three equal annual installments over the three-year period following the grant date, subject to the Executive’s continued service through each vesting date. The vesting and other terms and conditions of the RSU Award shall be set forth in the form of Restricted Share Unit Issuance Agreement provided to other senior executives of the Company. For purposes of this Agreement, “Share Price” shall mean the closing per Share sales price as reported by the New York Stock Exchange on the relevant date.

ii) 2026 Performance Share Unit Award. Subject to the approval of the Compensation Committee, the Executive will be granted a performance vesting share unit award covering a target number of Shares determined by dividing **USD 2,675,000** by the Share Price on the grant date of the award, rounded down to the nearest whole number (the “PSU Award”). The PSU Award shall vest based on the achievement of the performance goals established by the Compensation Committee for the 2026 Performance Share Unit Awards and the Executive’s continued employment through the applicable service period. The vesting and other terms and conditions of the PSU Award shall be set forth in the form of Performance Share Unit Award Agreement provided to other senior executives of the Company.

Section 3. Expenses. During the Term, the Executive shall be entitled to receive reimbursement for all necessary and reasonable travel and business expenses incurred and accounted for by the Executive (in accordance with the policies and procedures established from time to time by the Company) in performing services hereunder.

Section 4. Other Benefits.

(a) Employee Benefits, Fringe Benefits and Perquisites. During the Term, the Executive shall be eligible to participate in the Company's health, life insurance, long-term disability, retirement and welfare benefits plans and programs available to the employees of the Company, pursuant to their respective terms and conditions. Nothing in this Agreement shall preclude the Company or any affiliate of the Company from terminating or amending any employee benefit plan or program from time to time after the Effective Date.

(b) Vacation. The Executive shall be entitled to paid time away during each year of the Term in accordance with Company policy.

(c) Indemnification. The Company and its successors and/or assigns will indemnify and defend the Executive to the fullest extent permitted by applicable law of the jurisdiction in which the Company is incorporated and the organizational documents of the Company with respect to any claims that may be brought against the Executive arising out of any action taken or not taken in the Executive's capacity as an officer or director of the Company or any of its affiliates. In addition, the Executive shall be covered, in respect of the Executive's activities as a director and officer of the Company or any of its affiliates, by the Company's Directors and Officers liability policy or other comparable policies obtained by the Company's successors, to the fullest extent permitted by such policies. The Company's indemnification obligations under this Section 4(c) shall remain in effect following the Executive's termination of employment with the Company.

Section 5. Termination of Employment.

(a) Termination. The Executive's employment pursuant to this Agreement may be terminated in accordance with the following provisions:

- (i) The Company may terminate the Executive's employment at any time with or without Cause.
- (ii) The Executive may voluntarily terminate employment for any reason upon ninety days' prior written notice to the Company.
- (iii) The Executive's employment hereunder shall terminate upon the Executive's death.
- (iv) The Company may terminate the Executive's employment hereunder for Disability.

(b) Payments Due Upon Any Termination. Upon the Executive's termination of employment for any reason, the Company shall pay the Executive (or the Executive's estate) (i) the Executive's then Base Salary through the date of termination, (ii) any earned but unpaid Annual Bonus for any Fiscal Year preceding the Fiscal Year in which the termination occurs, and (iii) any benefits accrued and due under any applicable benefit plans and programs of the Company (the "Accrued Obligations"). The cash amounts payable pursuant to this Section 5(b) shall be paid, in a lump sum, on the date of termination, or as soon as practicable following such date of termination, in accordance with applicable law. All other benefits, if any, due the Executive following a termination shall be determined in accordance with the plans, programs, policies and practices of the Company. The Executive shall not accrue any additional compensation (including any Base Salary or Annual Bonus) or other benefits under this Agreement following such termination of employment.

(c) Termination Without Cause or For Good Reason. Upon the termination of the Executive's employment by the Company without Cause or by the Executive for Good Reason, and provided that (i) the Executive timely executes and does not revoke the Release required under Section 6 and (ii) the Executive has complied with and continues to comply with the restrictive covenants set forth in Section 8, the Executive shall become eligible to receive the following payments and benefits, subject to subsection (viii):

(i) The Company shall pay the Executive a severance payment in an amount equal to the sum of (i) six months of the Executive's Base Salary (at the rate then in effect) and (ii) one week of the Executive's Base Salary (at the rate then in effect) for each year of service with the Company up to a maximum of twelve weeks, which shall be paid in equal installments over the twelve-month period following the Executive's termination, in accordance with the Company's normal payroll practices. Payment will commence within sixty days following the Executive's termination date and any installments not paid between the termination date and the date of the first payment will be paid with the first payment.

(ii) The Company shall pay the Executive a lump sum payment equal to the cost that would be payable by the Company, as measured as of the Executive's termination date, to obtain continued health care coverage for the Executive and the Executive's spouse and eligible dependents, as applicable, under the Company's employee group health plan for the eighteen-month period following termination, at the level in effect for each of them on such termination date. Payment will be made within sixty days following the Executive's termination date.

(iii) The Company shall pay the Executive a prorated Annual Bonus for the Fiscal Year in which the Executive's termination of employment occurs. The prorated Annual Bonus shall be determined by multiplying the Target Bonus for the Fiscal Year of termination by a fraction, the numerator of which is the number of days during which the Executive was employed by the Company in the Fiscal Year in which the termination date occurs and the denominator of which is 365. The prorated Annual Bonus shall be paid within sixty days following the Executive's termination date.

(iv) If such termination occurs prior to or more than 24 months following a Change of Control, then the Equity Awards shall be treated as follows:

a. Subject to subsection (viii), any outstanding share option, which vests solely upon continuous service with the Company (each, a "Time-Based Option"), shall, on the date of the Executive's termination of employment, become vested and exercisable with respect to the number of Shares (if any) that would have vested and become exercisable had the Executive continued in employment or service for a period of twelve months following the termination date (the "Special Vesting Option Shares"). All Time-Based Options may be exercised for any Special Vesting Option Shares and any previously-vested Shares for a period of six months following the Executive's termination date, but in no event later than the expiration date of the Time-Based Option. Each Time-Based Option (including with respect to the Special Vesting Option Shares and any previously-vested Shares) shall terminate on the date that is six months following the Executive's termination date or (if earlier) upon the expiration of the term of the Time-Based Option.

b. Subject to subsection (viii), any outstanding restricted share unit award, which vests solely upon continuous service with the Company, shall, on the date of the Executive's termination of employment, become vested and payable with respect to the number of units (if any) that would have vested had the Executive continued in employment or service for a period of twelve months following the termination date. The Shares underlying any restricted share units that vest under this subsection (iv)b. shall be issued on the date of the Executive's termination of employment or service or as soon as reasonably practicable thereafter, but in no event later than the end of the calendar year in which the Executive's termination date occurs.

c. Subject to subsection (viii), any outstanding performance share award, which vests in whole or in part based on attainment of performance objectives (each, a "Performance-Based Award"), and for which the service period (the "Service Period"), as set forth in the applicable award agreement evidencing the Performance-Based Award (the "Performance Award Agreement"), has not been satisfied prior to the Executive's termination of employment, shall, as of the end of the Service Period, become vested with respect to a number of Shares (if any) that would have vested had the Executive continued in employment or service for a period of twelve months following the termination date, based on the level of attainment of the performance objectives as determined in accordance with the Performance Award Agreement. Any Shares that vest under this subsection (iv)(c) shall be issued as soon as practicable following completion of the Service Period but in no event later than the fifteenth day of the third calendar month following the end of the Service Period.

d. Subject to subsection (viii), the Company shall reasonably promptly after the date of the Executive's termination of employment pay the Executive a lump sum payment (less applicable deductions) equal to any DIP amount that would have been owed and payable had the Executive continued in employment or service for a period of twelve months following the termination date.

(v) If such termination occurs within 24 months following a Change of Control, then the Equity Awards to the extent outstanding shall be treated as follows:

a. Subject to subsection (viii), any Time-Based Option shall become fully vested and exercisable upon such termination. All Time-Based Options (including with respect to any previously-vested Shares) may be exercised for a period of six months following the Executive's termination date, but in no event later than the expiration date of the Time-Based Option. Each Time-Based Option shall terminate on the date that is six months following the Executive's termination date or (if earlier) upon the expiration of the term of the Time-Based Option.

b. Subject to subsection (viii), any outstanding restricted share unit award, which vests solely upon continuous service with the Company, shall become fully vested and payable upon such termination. The Shares underlying any restricted share units that vest under this subsection (v)b. shall be issued upon such termination.

c. Subject to subsection (viii), any outstanding Performance-Based Award shall, upon such termination, become vested with respect to the number of shares (if any as determined under the Performance Award Agreement evidencing the award) then subject to the award. Any Shares that vest under this subsection (v)c. shall be issued within sixty days following such termination.

d. Subject to subsection (viii), the Company shall reasonably promptly after the date of the Executive's termination of employment pay the Executive a lump sum payment (less applicable deductions) equal to any DIP amount that has not yet been paid to Executive.

(vi) Notwithstanding anything in this Agreement to the contrary, to the extent that the Equity Awards constitute nonqualified deferred compensation subject to Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations thereunder, if (i) a Change of Control does not constitute a "change in control event" under Section 409A of the Code, or (ii) otherwise required by Section 409A of the Code, any Shares that vest pursuant to subsection 5(c)(iv) or 5(c)(v) above shall be issued only in accordance with and as permitted under Section 409A of the Code.

(vii) Notwithstanding any provision of this Agreement to the contrary, in no event shall the timing of the Executive's execution of the Release required under Section 6, directly or indirectly, result in the Executive designating the calendar year of payment, and if a payment that is subject to execution of the Release could be made in more than one taxable year, payment shall be made in the later taxable year.

(viii) In the event that the Executive violates the restrictive covenants set forth in Section 8, the Executive shall not be entitled, after the date of such violations or activity (as the case may be), to receive any payouts, benefits or continued vesting under this Section 5(c), and any unvested Equity Awards shall be immediately forfeited, and the Company may take such other enforcement actions as set forth herein or permitted by applicable law.

(ix) The Equity Awards shall continue to be governed by and subject to the terms of the applicable award agreements (including any clawback provisions thereunder), as amended to reflect this subsection (c).

(d) Definitions. For purposes of this Agreement, the following definitions shall apply:

(i) “Cause” shall mean: (I) any conviction by a court of, or entry of a pleading of guilty or *nolo contendere* by the Executive with respect to, a felony or any lesser crime involving moral turpitude or a material element of which is fraud or dishonesty; (II) the Executive’s willful dishonesty of a substantial nature towards the Company and any of its direct or indirect subsidiaries; (III) the Executive’s material breach of this Agreement or the Confidential Information and Invention Assignment Agreement, which breach is not cured by the Executive to the reasonable satisfaction of the Company within thirty business days of the date the Company delivers written notice of such breach to the Executive; (IV) the Executive’s reckless conduct or willful misconduct; (V) the Executive’s willful failure to follow a reasonable instruction of the Board or the CEO, which failure continues for a period of thirty days after the Executive’s receipt of written notice from the Board or CEO, identify the nature of the failure; (VI) the Executive’s use of alcohol or illegal drugs which materially interferes with the performance of the Executive’s duties to the Company or which materially compromises the integrity and reputation of the Company; or (VII) the Executive’s material, knowing and intentional failure to comply with material applicable laws with respect to the execution of the Company’s and its subsidiaries’ business operations, including, without limitation, a knowing and intentional failure to comply with the Foreign Corrupt Practices Act 1977 of the US Congress, as amended.

(ii) “Change of Control” shall have the meaning set forth in the Genpact Limited 2017 Omnibus Incentive Compensation Plan, as may be amended from time to time, or in any successor equity plan under which the applicable equity award is granted.

(iii) “Disability” shall mean the Executive’s inability, due to physical or mental incapacity, to perform the essential functions of the Executive’s duties and responsibilities under this Agreement for a period of 180 consecutive days with or without an accommodation. In conjunction with determining Disability for purposes of this Agreement, the Executive hereby (i) consents to any such examinations which are relevant to a determination of whether the Executive is mentally and/or physically disabled and (ii) agrees to furnish such medical information as may be reasonably requested consistent with applicable law.

(iv) “Good Reason” shall mean the occurrence, without the Executive’s prior written consent, of any of the following events: (i) a material reduction in the nature of the Executive’s authority or duties; or (ii) a material reduction in the Executive’s then current Base Salary; provided, however, that any such event shall not constitute Good Reason unless and until the Executive shall have provided the Company with notice of such event within ninety days of the initial occurrence of such event, the Company shall have failed to remedy such event within thirty days of receipt of such notice and the Executive terminates employment no later than sixty days following the expiration of such remedy period.

Section 6. Execution of Release of All Claims. Notwithstanding any other provision of this Agreement to the contrary, the Executive acknowledges and agrees that any and all payments and benefits to which the Executive is entitled under Section 5 are conditional upon, and subject to, the Executive’s execution of a release and waiver of claims in substantially the form attached hereto as Exhibit A. The release must be executed by the Executive and the Company and become effective prior to the sixtieth day after the date of termination of the Executive’s employment with the Company.

Section 7. Resignation from Positions. Notwithstanding any other provision of this Agreement to the contrary, upon any termination of employment (whether voluntary or involuntary), the Executive, upon written request from the Company, shall resign from any positions he or she has with the Company or any of its affiliates or subsidiaries (collectively, the “Company Group”), whether as an executive, officer, employee, consultant, director, trustee, fiduciary or otherwise.

Section 8. Restrictive Covenants.

(a) Noncompetition. In consideration of the payments by the Company to the Executive pursuant to this Agreement, the Executive hereby covenants and agrees that, during the Term and for the twelve-month period following the date of the Executive’s termination for any reason, the Executive shall not, without the prior written consent of the Company, be employed by, engaged by, or otherwise 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, directly or indirectly, any of the entities listed on the competitor list attached as Exhibit B hereto, or any successor or affiliates of such entity. The foregoing restriction shall not include the passive ownership of securities in any entity listed on Exhibit B and exercise of rights appurtenant thereto, so long as such securities represent no more than two percent of the voting power of all securities of such enterprise.

(b) Nonsolicitation. In further consideration of the payments by the Company to the Executive pursuant to this Agreement, the Executive hereby covenants and agrees that, during the Term and for the twelve-month period following the date of the Executive's termination for any reason, the Executive shall not either directly or indirectly on the Executive's own behalf or in the service or on behalf of others: (i) attempt to influence, persuade or induce, or assist any other person in so influencing, persuading or inducing, any employee or independent contractor of the Company Group to give up, or to not commence, employment or a business relationship with the Company Group; (ii) unless otherwise in contravention of applicable law, directly, or indirectly through direction to any third party, hire or engage, or cause to be hired or engaged, any person who is or was an employee or independent contractor of the Company Group; or (iii) attempt to influence, persuade or induce, or assist any other person in so influencing, persuading or inducing, any agent, consultant, vendor, supplier or customer of the Company Group with whom the Executive has had contact within the last twenty-four months of his or her relationship with the Company Group or about whom the Executive has confidential information to give up or not commence, a business relationship with the Company.

(c) Nondisparagement. In further consideration of the payments by the Company pursuant to this Agreement, the Executive hereby covenants and agrees not to defame, disparage or criticize any member of the Company Group, or any of the Company Group's products, services, finances, financial condition, capabilities or other aspect of or any of their business, or any former or existing managers, directors, officers, employees, agents, affiliates or successors of, or contracting parties with, any member of the Company Group in any medium to any person without limitation in time. Nothing in this section inhibits the ability of an employee to disclose illegal acts in the workplace, including but not limited to sexual harassment.

(d) Enforcement.

(i) The Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 8(a), (b) and (c) herein would be inadequate and, in recognition of this fact, the Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

(ii) In addition, the Company shall be entitled to immediately cease paying any amounts remaining due or providing any benefits to the Executive pursuant to Section 5 in the event that the Executive has violated any provision of Section 8(a) or has materially breached any of the Executive's obligations under Sections 8(b) or (c) of this Agreement. In such event the Company may require that the Executive repay ninety percent of all cash amounts theretofore paid to the Executive pursuant to Section 5 and in such case the Executive shall promptly repay such amounts on the terms determined by the Company. Notwithstanding anything to the contrary, any outstanding performance share awards (including any Shares issued upon vesting of the award) shall be subject to any clawback provisions set forth in the applicable award agreement and all Equity Awards shall be subject to the Company's Clawback Compensation Policy and any other clawback or recoupment policy adopted by the Board from time to time.

(iii) If the Company seeks a restraining order, an injunction or any other form of equitable relief, and recovers any such relief, the Company shall be entitled to recover its reasonable attorneys' fees, court costs, and other costs incurred obtaining that relief (even if other relief sought is denied). If the Company obtains a final judgment of a court of competent jurisdiction, pursuant to which the Executive is determined to have breached his/her obligations under this Agreement, the Company shall be entitled to recover, in addition to any award of damages, its reasonable attorneys' fees, costs, and expenses incurred by the Company in obtaining such judgment.

(iv) The parties agree that the provisions of this paragraph are reasonable and necessary. The Executive understands that the provisions of Sections 8(a) and 8(b) may limit the Executive's ability to earn a livelihood in a business similar to the Company's business but he or she nevertheless agrees and hereby acknowledges that (i) such provisions do not impose a greater restraint than is necessary to protect the goodwill or other business interests of the Company, (ii) such provisions contain reasonable limitations as to time and scope of activity to be restrained, (iii) such provisions are not harmful to the general public, (iv) such provisions are not unduly burdensome to the Executive, and (v) the consideration provided in Section 2(e) hereunder is: (i) distinct, bargained-for consideration separate from any consideration provided for Executive's performance of the duties set forth in Section 1(b); (ii) specifically supports the restrictive covenants set forth in this Section 8 of the Agreement; and (iii) sufficient to compensate the Executive for the restrictions contained in Sections 8(a) and 8(b). In consideration of the foregoing and in light of the Executive's education, skills and abilities, the Executive agrees that the Executive shall not assert that, and it should not be considered that, any provisions of Sections 8(a) and 8(b) otherwise are void, voidable or unenforceable or should be voided or held unenforceable. It is expressly understood and agreed that although the Executive and the Company consider the restrictions contained in Sections 8(a) and 8(b) to be reasonable, if a judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against the Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

Section 9. Confidential Information and Invention Assignment Agreement. As part of and in connection with the execution of this Agreement between the Executive and the Company, the Executive acknowledges that the Executive must enter into a confidential information and invention agreement of even date herewith (the "Confidential Information and Invention Assignment Agreement"), a copy of which is attached hereto as Exhibit C and incorporated herein.

Section 10. Benefit Limit. The benefit limitations of this Section 10 shall be applicable in the event the Executive receives any benefits that are deemed to constitute parachute payments under Code Section 280G. In the event that any payments to which the Executive becomes entitled in accordance with the provisions of this Agreement (or any other benefits to which the Executive may become entitled in connection with any change in control or ownership of the Company or the subsequent termination of the Executive's employment with the Company) would otherwise constitute a parachute payment under Code Section 280G, then such payments and benefits shall be subject to reduction to the extent necessary to assure that the Executive receives only the greater of:

(i) the amount of those payments or benefits which would not constitute such a parachute payment or

(ii) the amount of the benefits after taking into account any excise tax imposed on the payments provided to the Executive under this Agreement (or on any other benefits to which the Executive may become entitled in connection with any change in control or ownership of the Company or the subsequent termination of his or her employment with the Company) under Code Section 4999. Should a reduction in benefits be required to satisfy the benefit limit of this Section 10, then the Executive's cash severance payments under Section 5 shall accordingly be reduced (with such reduction to be applied pro-rata to each payment) to the extent necessary to comply with such benefit limit. Should such benefit limit still be exceeded following such reduction, then the number of Shares as to which any Equity Award would otherwise vest on an accelerated basis in accordance with the terms of the award shall be reduced (based on the value of the parachute payment attributable to such Equity Award under Code Section 280G) to the extent necessary to eliminate such excess.

Section 11. Miscellaneous.

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

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

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

(i) This Agreement and the benefits provided hereunder are intended to comply with Section 409A of the Code and the Treasury Regulations and other guidance promulgated thereunder and Section 457A of the Code and the Treasury Regulations and other guidance promulgated thereunder, and the provisions of this Agreement shall be interpreted and construed to be consistent with this intent. Severance benefits under this Agreement are intended to be exempt from Section 409A of the Code under the "short-term deferral" exception, to the maximum extent applicable, and then under the "separation pay" exception, to the maximum extent applicable.

(ii) Notwithstanding any provision to the contrary in this Agreement, no payments or benefits to which the Executive becomes entitled under this Agreement shall be made or paid to the Executive prior to the *earlier* of (i) the expiration of the six-month period measured from the date of the Executive's "separation from service" with the Company (as such term is defined in Section 409A-1(h) of the Code Section 409A Regulations) or (ii) the date of the Executive's death, if the Executive is deemed at the time of such separation from service a "specific employee" for purposes of Code Section 409A and such delayed commencement is required in order to avoid a prohibited distribution under Code Section 409A(a)(2). Upon the expiration of the applicable Code Section 409A(a)(2) deferral period, all payments deferred pursuant to this Section 11(c)(ii) shall be paid in a lump sum to the Executive, and any remaining payments due under this Agreement shall be paid in accordance with the normal payment dates specified for them herein.

(iii) All payments to be made upon a termination of employment under this Agreement may only be made upon a “separation from service” under Section 409A of the Code. For purposes of Section 409A of the Code, each payment hereunder shall be treated as a separate payment, and the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

(iv) All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that: (i) any reimbursement be for expenses incurred during the period specified in this Agreement; (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a fiscal year not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other fiscal year; (iii) the reimbursement of an eligible expense be made no later than the last day of the fiscal year following the year in which the expense is incurred; and (iv) the right to reimbursement or in-kind benefits not be subject to liquidation or exchange for another benefit.

(v) If and to the extent required by Code Section 457A, and subject to Code Section 409A, any compensation hereunder, as adjusted for any earnings and losses attributable thereto, shall be paid to the Executive no later than the last day of the twelfth month after the end of the taxable year of the Company during which the right to the payment of such compensation is no longer subject to a “*substantial risk of forfeiture*” within the meaning of Code Section 457A.

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

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

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

If to the Company, to:

Genpact Limited
Canon’s Court
22 Victoria Street
Hamilton HM 12 Bermuda
Attention: Legal Department

With a copy to:

Genpact LLC
521 Fifth Avenue
Fourteenth Floor
New York, NY 10175
Attention: Legal Department

(f) GOVERNING LAW; CONSENT TO JURISDICTION. THIS AGREEMENT AND ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO THE JURISDICTION AND VENUE OF A COURT SITUATED IN NEW YORK COUNTY, NEW YORK FOR ANY ACTION TO ENFORCE THIS AGREEMENT AND/OR THE EXHIBITS HERETO (OTHER THAN AN ACTION WHICH MUST BE BROUGHT BY ARBITRATION PURSUANT TO SECTION 11(i)). EACH PARTY HEREBY WAIVES THE RIGHTS TO CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT FORUM FOR THE RESOLUTION OF ANY SUCH ACTION.

(g) INDIVIDUALLY REPRESENTED BY COUNSEL. BY SIGNING BELOW, THE EXECUTIVE REPRESENTS THAT THE EXECUTIVE WAS GIVEN THE OPPORTUNITY TO CONSULT LEGAL COUNSEL FOR PURPOSES OF NEGOTIATING THE TERMS OF THIS AGREEMENT.

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

(i) Arbitration. Any controversy or claim arising out of or relating to this Agreement, any breach hereof, or the Executive's employment or the termination thereof, shall be settled by binding arbitration in New York County, New York by and pursuant to the Employment Arbitration Rules and Procedures of JAMS ("JAMS") then in effect. The determination of the arbitrator shall be conclusive and binding on the Executive and the Company, and judgment may be entered on the arbitrator's award in any court of competent jurisdiction. The arbitrator shall not have the power to award punitive or exemplary damages. Issues of arbitrability shall be determined in accordance with the United States federal substantive and procedural laws relating to arbitration. The arbitration shall be conducted on a strictly confidential basis, and neither the Executive nor the Company shall disclose the existence of a claim, the nature of a claim, any documents, exhibits, or information exchanged or presented in connection with such a claim, or the result of any action (collectively, "Arbitration Materials") to any third party, except as required by law, with the sole exception of legal counsel and parties engaged by that counsel to assist in the arbitration process, who also shall be bound by these confidentiality terms. The parties will share the JAMS administrative fees and the arbitrator's fee and expenses, and each party will pay its own attorneys' fees except as otherwise provided by law. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings shall pay all associated costs, expenses, and attorneys' fees that the other party reasonably incurs. Either party may commence litigation in court to compel arbitration or to confirm or vacate an arbitral award, to the extent authorized by the Federal Arbitration Act or the New York Arbitration Act. The arbitrator may grant interim injunctive relief, and the Company or its successors or assigns may commence litigation in court, as stated above, to obtain injunctive relief or an order requiring specific performance to enforce or prevent any violations of the covenants contained herein. The Executive and the Company each agree that any arbitration will be conducted only on an individual basis and that no dispute between the parties relating to this Agreement may be consolidated or joined with a dispute between any other employee and the Company or any Releasee. The Executive agrees not to seek to bring the dispute on behalf of other employees, independent contractors, or consultants of the Company or any Releasee as a class or collective action and that no arbitrator will have authority hereunder to hear or decide any class, collective, or representative action. The parties agree to take all steps necessary to protect the confidentiality of the Arbitration Materials in connection with any such proceeding, agree to file all Confidential Information (and documents containing Confidential Information) under seal, and agree to the entry of an appropriate protective order encompassing the confidentiality terms of this Agreement.

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

(k) Clawback. This Agreement and any incentive compensation payable to the Executive shall be subject to the Company's Compensation Clawback Policy and any other applicable clawback or recoupment policies and other policies that may be implemented by the Board from time to time with respect to officers of the Company.

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

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

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

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

(p) Time to Consider. The Executive agrees that he or she has been given at least 14 days to consider signing this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Employment Agreement as of the Effective Date.

GENPACT LIMITED

By: /s/ Piyush Mehta
Name: Piyush Mehta
Title: Chief Human Resources Officer

EXECUTIVE

By: /s/ Sumita Pandit
Name: Sumita Pandit

EXHIBIT A

GENERAL RELEASE

AND COVENANT NOT TO SUE

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

_____, (“Executive”), on Executive’s own behalf and on behalf of Executive’s descendants, dependents, heirs, executors and administrators and permitted assigns, past and present, in consideration for the amounts payable and benefits to be provided to Executive under that Employment Agreement dated as of _____ (the “Employment Agreement”) by and between Executive and Genpact Limited, a Bermuda limited exempted company (the “Company”) does hereby waive, release and discharge the Company and any of its assigns, affiliates, subsidiaries, parents, predecessors and successors, and the past and present shareholders, employees, officers, directors, representatives and agents of any of them (collectively, the “Company Group”) from any and all claims, demands, rights, judgments, defenses, actions, charges or causes of action whatsoever, of any and every kind and description, whether known or unknown, accrued or not accrued, that Executive ever had, now has or shall or may have or assert as of the date of this General Release and Covenant Not to Sue (the “Release”) against the Company Group relating to Executive’s employment with the Company or the termination thereof or Executive’s service as an officer or director of any subsidiary or affiliate of the Company or the termination of such service, including, without limiting the generality of the foregoing:

a. all claims for any alleged unlawful denial of leave, discrimination, harassment, retaliation or reprisal, or other alleged unlawful practices arising under any federal, state, or local statute, ordinance, or regulation, including without limitation, claims under any of the following, and any equivalent statutes under applicable state or local law, including any amendments thereto, the Occupational Safety and Health Act as amended, the Environmental Protection Act, the Toxic Substances Control Act, the Family and Medical Leave Act; Title VII of the Civil Rights Act of 1964; The National Labor Relations Act; the Workers Adjustment and Retraining Notification Act; The Civil Rights Act of 1991, as amended, 42 U.S.C. Sections 1981,1983,1985, and 1988; the Age Discrimination in Employment Act; the Older Workers Benefit Protection Act; the Equal Pay Act; the Fair Credit Reporting Act; the Americans with Disabilities Act; the Employee Retirement Income Security Act; the National Labor Relations Act; the Civil Rights Acts; the Fair Labor Standards Act; the Racketeer Influenced and Corrupt Organizations Act; the Sarbanes-Oxley Act, the Immigration Reform and Control Act; the fair employment laws of the United States, New York and Arizona, including but not limited to the New York State Human Rights Law; the New York State Civil Rights Law; Section 125 of the New York Workers’ Compensation Law; the New York Whistleblower’s Act; the New York State Corrections Law; the New York Executive Laws; the New York Labor Laws; the New York State Wage and Hour Laws (and all associated wage orders); the New York City Human Rights Law; the New York City Administrative Code; the New York State wage and hour laws and all wage orders; the New York State Employment Laws; the New York State Labor Laws; the Arizona Civil Rights Act, the Arizona Equal Pay Law, the Arizona Employment Protection Act, the Arizona AIDS Testing and Confidentiality Act, the Arizona State wage and hour laws and all wage orders; the Arizona State Employment Laws; the Arizona State Labor Laws; the United States, New York and Arizona State Constitutions and the common law of New York, Arizona and the United States all including any amendments and their respective implementing regulations, and any other federal, state, local, or foreign law (statutory, regulatory, common, or otherwise) that may be legally waived and released;

b. all claims arising under tort, contract, and quasi-contract law, including but not limited to alleged breach of contract (whether express, implied or oral); breach of the covenant of good faith and fair dealing; promissory estoppel; breach of personnel policies or employee handbooks; defamation; slander; infliction of emotional distress; negligence; fraud; misrepresentation; violation of public policy; claims for physical or emotional injury; assault; battery; false imprisonment; invasion of privacy; interference with contractual or business relationships; and violation of any other principle of common law;

c. all claims for compensation of any kind, including without limitation, wages, vacation pay, commissions, bonuses, expense reimbursements and severance that may be legally waived and released;

d. all claims related to any equity grants under any Company, or any affiliated entity's equity compensation plan, including but not limited to restricted share units, performance share units and stock options; and

e. all claims for monetary or equitable relief, including but not limited to back pay, front pay, reinstatement, any equitable relief, compensatory damages, damages for alleged pain and suffering, punitive damages, liquidated damages, and any claim for attorneys' fees, costs, disbursements, and interest; provided, however, that nothing in this Release shall release the Company from any of its obligations to Executive under the Employment Agreement (including, without limitation, its obligation to pay the amounts and provide the benefits upon which this Release is conditioned) or any rights Executive may have to indemnification under any charter or by-laws (or similar documents) of any member of the Company Group or any insurance coverage under any directors and officers insurance or similar policies or any benefits vested and accrued as of the date hereof which the Executive has under any ERISA benefit plan.

The parties hereto agree that this Release may be pleaded as a full defense to any action, suit or other proceeding covered by the terms hereof that is or may be initiated, prosecuted or maintained by any such party or his, her or its heirs or assigns. Executive understands and confirms that Executive is executing this Release voluntarily and knowingly, but that this Release does not affect Executive's right to claim otherwise under ADEA. In addition, Executive shall not be precluded by this Release from filing a charge with any relevant Federal, state or local administrative agency, but Executive agrees to waive Executive's rights with respect to any monetary or other financial relief arising from any such administrative proceeding. Nothing in this Release, however, shall operate as a waiver of claims that may arise after the Executive signs the Release.

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

This Release shall be governed by and construed in accordance with the laws of the State of New York.

The Company advised Executive to speak to an attorney before he or she signs the Release. Executive agrees that the Company has so expressly advised Executive to seek such legal advice that Executive has in fact either sought the advice of an attorney or has had adequate time to do so prior to signing the Release, and that the Executive has read the Release in its entirety and understands all of its terms. The Executive further agrees that the decision to sign the Release is Executive's alone, and that the Executive is signed the Release in exchange for good and valuable consideration in addition to anything of value to which the Executive is otherwise entitled. Executive acknowledges that Executive has been offered a period of time of at least twenty-one (21) days to consider whether to sign this Release (from the date Company's presentation of the Release to Executive on _____ to _____) and the Company agrees that Executive may cancel this Release at any time during the seven (7) days following the date on which this Release has been signed by all parties to this Release. In order to cancel or revoke this Release, Executive must deliver to the General Counsel of the Company written notice stating that Executive is canceling or revoking this Release. If this Release is timely cancelled or revoked, none of the provisions of this Release shall be effective or enforceable by any party and the Company shall not be obligated to make the payments to Executive or to provide Executive with the other benefits described in the Employment Agreement and all contracts and provisions modified, relinquished or rescinded hereunder shall be reinstated to the extent in effect immediately prior hereto.

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

THE EXECUTIVE REPRESENTS THAT THE EXECUTIVE WAS GIVEN THE OPPORTUNITY TO CONSULT LEGAL COUNSEL FOR PURPOSES OF NEGOTIATING THE TERMS OF THIS AGREEMENT.

The parties acknowledge and agree that they have entered into this Release knowingly and willingly and have had ample opportunity to consider the terms and provisions of this Release.

IN WITNESS WHEREOF, the parties hereto have caused this General Release and Covenant Not to Sue to be executed on this [_____] day of [____], [____].

GENPACT LIMITED

By: _____
Name:
Title:

EXECUTIVE

By: _____
