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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): July 16, 2021**

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

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**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)

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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:

<b>Title of each class</b>	<b>Trading Symbol</b>	<b>Name of each exchange on which registered</b>
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.

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

On July 20, 2021, Genpact Limited (the “Company”) announced that Mr. Michael Weiner, age 49, will become its new Chief Financial Officer, effective August 10, 2021. Upon Mr. Weiner assuming the role of Chief Financial Officer of the Company, Mr. Edward Fitzpatrick will step down as Chief Financial Officer and take on the role of SVP and Senior Client Advisor, reporting to the CEO. On July 16, 2021, the Company entered into an employment agreement (the “Agreement”) with Mr. Weiner, effective as of August 2, 2021, as more fully described below.

Mr. Weiner served from 2010 to 2021 as executive vice president, chief financial officer and treasurer of National General Holdings Corp., which was acquired by The Allstate Corporation in January 2021. Prior to that, he worked with Ally Financial’s GMAC Insurance unit, Cerberus Operations and Advisory Company, Citigroup, KPMG LLP, and Bankers Trust Company. Mr. Weiner earned a Master of Business Administration from Hofstra University and a Bachelor’s degree in Business Administration from Adelphi University. He is also a Chartered Financial Analyst.

There are no family relationships between Mr. Weiner and any director or executive officer of the Company, and there have been no transactions between Mr. Weiner 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 Mr. Weiner**

The Agreement, which is for an unspecified term, provides for an annual base salary of \$600,000 and an annual performance bonus with a target of 100% 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, Mr. Weiner 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 Mr. Weiner’s employment with the Company may be terminated at any time with or without cause.

Additionally, the Agreement provides for the following initial equity awards to be granted to Mr. Weiner on August 10, 2021:

*Initial Option Grant*

Mr. Weiner will be granted an option covering a number of Company common shares with a Black Scholes value (on the grant date) of \$4,000,000 and an exercise price equal to the closing price of a Company common share on the grant date. The option will vest and become exercisable with respect to 50% of the shares subject to the option three years from the date that Mr. Weiner commences employment with the Company (the “Effective Date”) and with respect to the remaining 50% of the shares subject to the option five years from the Effective Date, provided Mr. Weiner remains in employment or service with the Company through each such date. The option is subject to accelerated vesting as described below upon a termination by the Company without “cause” or by Mr. Weiner for “good reason” (each as defined in the Agreement). Upon Mr. Weiner’s termination of employment, the vested portion of the option will remain exercisable for a period of 90 days (6 months in the case of termination by reason of death or disability and as provided below) following the date of termination.

*Initial Performance Share Grant*

Mr. Weiner will also be granted a 2021 performance share award covering a target number of shares determined by dividing \$1,000,000 by the closing price of a Company common share on the grant date. The award will vest and convert into common shares based on the performance metrics and service requirements established by the compensation committee. This performance share award is subject to accelerated vesting as described below upon a termination by the Company without “cause” or by Mr. Weiner for “good reason” (each as defined in the Agreement) and on a pro rata basis in the event of termination due to death or disability.

*Initial RSU Grant*

Mr. Weiner will also be granted a restricted share unit (“RSU”) award covering a number of common shares determined by dividing \$2,000,000 by the closing price of a Company common share on the grant date. The RSUs will vest in two equal successive annual installments upon completion of each year of service over the two-year period measured from the Effective Date. The RSUs will be subject to accelerated vesting as described below upon a termination by the Company without “cause” or by Mr. Weiner for “good reason.”

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In the event Mr. Weiner is terminated by the Company without “cause” or he resigns for “good reason” (each as defined in the Agreement), he will be eligible to receive severance payments that consist of (a) an amount equal to 12 months of his base salary, payable in installments over the 12-month period following termination; (b) a lump sum payment in an amount equal to his pro-rated target bonus for the year of termination based on the period of employment 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 his termination date, of acquiring health benefits for the Mr. Weiner and his 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 Company’s 2017 Omnibus Incentive Compensation Plan), each of Mr. Weiner’s then outstanding time-based options, time-based restricted share unit awards and performance share awards with respect to which the performance period has been completed prior to termination such that the award remains subject only to time-based vesting will vest on the termination date with respect to the number of shares that would have vested had the executive continued in service for a period of 12 months following the termination date (the “Additional Shares”). All time-based options may be exercised for any Additional Shares vesting under the time-based option and any previously-vested shares for six months following the termination date (or if earlier, upon the expiration of the term of the time-based option).

In the event such termination occurs within 24 months following a change of control, each of Mr. Weiner’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).

Payment of severance benefits pursuant to the Agreement is conditioned on Mr. Weiner executing a general release of all claims against the Company and its affiliates and continued compliance with various covenants in the Agreement prohibiting his 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 Mr. Weiner would be subject to an excise tax under Code Section 4999, he 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 him.

The foregoing summary is qualified in its entirety by the full texts of the Agreement, Form of Share Option Agreement, Form of PSU Award Agreement and Form of RSU Award Agreement, which are filed herewith as Exhibits 10.1, 10.2, 10.3 and 10.4, respectively, and are incorporated herein by reference.

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

**(d) Exhibits:**

Exhibit 10.1	<a href="#">Employment Agreement between the Company and Michael Weiner, dated July 16, 2021</a>
Exhibit 10.2	<a href="#">Form of Share Option Agreement</a>
Exhibit 10.3	<a href="#">Form of PSU Award Agreement</a>
Exhibit 10.4	<a href="#">Form of RSU Award Agreement</a>
Exhibit 104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**Signature**

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

Date: July 22, 2021

**GENPACT LIMITED**

By: /s/ Heather D. White

Name: Heather D. White

Title: Senior Vice President, Chief Legal Officer and Secretary

## EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this “Agreement”), dated as of July 16, 2021 and effective as of August 2, 2021 (the “Effective Date”), by and between Genpact Limited, a Bermuda limited exempted company (the “Company”), and Michael Weiner (the “Executive” and, together with the Company, the “Parties”).

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.

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. Starting August 10, 2021, the Executive shall serve as the Senior Vice President and Chief Financial Officer of the Company. In such capacity, the Executive shall report to the President and Chief Executive Officer of the Company (the “CEO”). In addition to the other titles and responsibilities described in this Section 1, 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.

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(d) Location/Travel. During the Term, the Executive's principal work location shall be his home office in the State of Florida, consistent with the Company's policies and practices for similarly situated executives. The Executive understands and agrees that the Executive will be required to travel for business in the course of performing his 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 \$600,000, 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 100% 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. 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) Equity Awards.

(i) Initial Equity Grants. Subject to the Executive's commencement of employment with the Company, the Executive shall be granted, on August 10, 2021, the following equity awards under the Company's 2017 Omnibus Incentive Compensation Plan, as amended and restated (the "Plan"):

(1) Stock Options. The Executive shall be granted an option with a value of \$4,000,000 (the "Initial Option"). The number of shares subject to the Initial Option will be determined by dividing \$4,000,000 by the Black Scholes value of the option on the grant date, rounded down to the nearest whole common share. The Initial Option shall have an exercise price per share equal to the fair market value per common share of the Company on the date of grant (as determined under the Plan). The Initial Option shall vest with respect to fifty percent (50%) of the shares subject to the Initial Option upon the Executive's completion of three (3) years of employment or service with

the Company (or an Affiliate (as such term is defined in the Plan)) measured from the Effective Date and with respect to the remaining fifty percent (50%) of the shares subject to the Initial Option upon the Executive's completion of five (5) years of employment or service with the Company (or an Affiliate) measured from the Effective Date. The remaining terms of the Initial Option shall be substantially the same as set forth in the form of share option agreement provided to the Executive.

(2) Restricted Share Units. The Executive shall be granted restricted share units ("RSUs") covering a number of common shares determined by dividing \$2,000,000 by the fair market value per common share of the Company on the date of grant, rounded down to the nearest whole common share ("Initial RSU Award"). Fifty percent (50%) of the Initial RSU Award shall vest upon the Executive's completion of one (1) year of employment or service with the Company (or an Affiliate) measured from the Effective Date and the remaining fifty percent (50%) of the Initial RSU Award shall vest upon the Executive's completion of two (2) years of employment or service with the Company (or an Affiliate) measured from the Effective Date. The remaining terms of the Initial RSU Award shall be substantially the same as set forth in the form of restricted share unit issuance agreement provided to the Executive.

(3) Performance Share Award. The Executive shall be granted performance share units covering a target number of common shares determined by dividing \$1,000,000 by the fair market value per common share of the Company on the date of grant, rounded down to the nearest whole common share ("Performance Shares", together with the Initial RSU Award and the Initial Option, and any other equity awards granted to the Executive in the future, the "Equity Awards"). The service and performance vesting requirements and the actual number of shares issuable under the Performance Shares award shall be determined by the compensation committee of the Board, and the remaining terms of the Performance Share award shall be substantially the same as set forth in the form of performance share award agreement provided to the Executive.

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 4 weeks paid vacation 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 thirty 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, (iii) the dollar value of all accrued and unused vacation based upon the Executive's most recent level of Base Salary and (iv) 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:

(i) The Company shall pay the Executive a severance payment in an amount equal to twelve months of the Executive's Base Salary (at the rate then in effect), 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 (A) was subject to vesting in whole or in part based on attainment of performance objectives and (B) with respect to which the specified performance period has been completed prior to the Executive's termination such that the award remains subject to vesting only based on continuous service during a specified service period, shall, on the date of the Executive's termination of employment, become vested with respect to the number of shares (if any, as determined in accordance with the agreement evidencing the award) 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. Any shares that vest under this subsection (iv)c. 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. Any performance share award that was subject to vesting in whole or in part based on attainment of performance objectives and with respect to which the performance period has not been completed prior to the Executive's termination, shall terminate immediately upon the Executive's termination.

(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 share award shall, upon such termination, become vested with respect to the number of shares (if any as determined under the 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.

(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, 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 any 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 hereunder is 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 effected 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 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  
1155 Avenue of the Americas  
Fourth Floor  
New York, NY 10036  
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 any 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.

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

GENPACT LIMITED

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

EXECUTIVE

By: /s/ Michael Weiner  
Michael Weiner

**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 the Environmental Protection Act, the Toxic Substances Control Act, the Family and Medical Leave Act (regarding existing but not prospective claims); 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 (regarding unvested benefits); the National Labor Relations Act; the Civil Rights Acts; the Fair Labor Standards Act; the Racketeer Influenced and Corrupt Organizations Act; the Immigration Reform and Control Act; 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; and the New York City Administrative Code 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: \_\_\_\_\_



**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 during which Participant is not actively employed or providing services (e.g. garden or similar leave) or during or for which Participant receives pay in lieu of notice or severance. Notwithstanding the foregoing, to the greatest extent permitted by applicable law, the Option shall not vest during any notice period, regardless of whether Participant continues active employment during such period, and the Option shall be cancelled on the date notice of termination is provided by Participant or the Company. 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 entity. 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 (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;

(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.

(e) In the event of Participant's breach or anticipatory breach of this Section 4, or Participant's claim in a declaratory judgment action that all or part of the covenants contained in this Section 4 are unenforceable, Participant and the Company agree that in addition to any other rights or remedies available to the Company under law, the Company shall be entitled to recover

from Participant all reasonable sums and costs, including attorneys' fees, incurred by the Company to defend or enforce this Section 4.

(f) The restrictive periods set forth in this Section 4 shall not expire and shall be tolled during any period in which Participant is in violation of the restrictive covenants contained in this Section 4, and therefore such restrictive periods shall be extended for a period equal to the duration(s) of Participant's violation.

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 Texas 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 Texas. 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](http://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 Option 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: \_\_\_\_\_

**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 (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 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 and awards granted, 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.

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 Option, 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 special category personal data 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 Option and other options and 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 Option. 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 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 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 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 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 Data Protection Laws 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 Option 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.

(d) For the purpose of this Section 3, "Data Protection Laws" means any law, enactment, regulation or order concerning the processing of personal data including the Data Protection Act 2018, the General Data Protection (Regulation (Regulation (EU) 2016/679) (the "GDPR"), the GDPR as it forms part of retained EU law (as defined in the European Union (Withdrawal) Act 2018), the Privacy and Electronic Communications Regulations (EC Directive) Regulations 2003 ("PECR"), and any subordinate legislation or statutory codes of practice implemented in connection with the DPA, GDPR, PECR and any law that is intended to supplement, amend or replace the foregoing together with any other applicable law in any jurisdiction that regulates the collection, protection or processing of personal data as may come into effect from time to time.

## 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.

#### CHINA

**Cashless Exercise.** 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 Option may only be exercised through a same-day sale of all the Shares through the broker-assisted cashless exercise method in Section 3(c)(iii)(C). 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 exercise of the Option) 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.

#### JAPAN

**Securities Law Notification.** Upon the Company offering the Option to acquire Shares pursuant to the Plan, 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 Option is prohibited.

#### UNITED KINGDOM

**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 Option 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 the exercise of the Option, 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 exercise of the Option or any other event giving rise to taxation under this Option (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.



**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 Section 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 Section 2 or the special vesting acceleration provisions of Section 4. The Shares in which Participant shall vest under this Section 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 January 1, 2021 and ending on December 31, 2021 (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 January 1, 2021 through January 10, 2024 (the "Service Period"), on January 10, 2024 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. Notwithstanding the foregoing, to the greatest extent permitted by applicable law, the Award shall not vest during any notice period, regardless of whether Participant continues active employment during such period, and the Award shall be cancelled on the date notice of termination is provided by Participant or the Company. The Company shall have the sole discretion to determine when

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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 Section 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 Sections 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 Sections 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

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provisions of Sections 4(a) and 4(b)) or other consideration payable in connection with such assumption, continuation or substitution, shall be issued on January 10, 2024 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 Sections 4(f) and 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 Sections 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 Section 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 Sections 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 Sections 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:

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(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 Section 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 Section 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 Section 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 entity. Therefore, the

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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 6(c) below) to seek to enforce this Section 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 Section 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 Section 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 Section 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 (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;

(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

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(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.

(e) In the event of Participant's breach or anticipatory breach of this Section 6, or Participant's claim in a declaratory judgment action that all or part of the covenants contained in this Section 6 are unenforceable, Participant and the Company agree that in addition to any other rights or remedies available to the Company under law, the Company shall be entitled to recover from Participant all reasonable sums and costs, including attorneys' fees, incurred by the Company to defend or enforce Section 6.

(f) The restrictive periods set forth in this Section 6 shall not expire and shall be tolled during any period in which Participant is in violation of the restrictive covenants contained in this Section 6, and therefore such restrictive periods shall be extended for a period equal to the duration(s) of Participant's violation.

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 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 Section 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 Section 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.

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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

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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

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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 Texas 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 Texas. 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

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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](http://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.

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

**GENPACT LIMITED**

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

Title: \_\_\_\_\_

**PARTICIPANT**

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

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## 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 special category personal data 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 Data Protection Laws 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.

(d) For the purpose of this Section 3, “Data Protection Laws” means any law, enactment, regulation or order concerning the processing of personal data including the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) (the “GDPR”), the GDPR as it forms part of retained EU law (as defined in the European Union (Withdrawal) Act 2018), the Privacy and Electronic Communications Regulations (EC Directive) Regulations 2003 (“PECR”), and any subordinate legislation or statutory codes of practice implemented in connection with the DPA, GDPR, PECR and any law that is intended to supplement, amend or replace the foregoing together with any other applicable law in any jurisdiction that regulates the collection, protection or processing of personal data as may come into effect from time to time.

4. Withholding; Responsibility for Taxes. This provision supplements Section 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.

**Data Privacy.** The following supplements Section 2 of Addendum A to the Agreement:

(a) Participant understands that recipients of the data described in Section 2 of Addendum A to the Agreement (the “Data”) may be located in the United States.

(b) Participant understands that, by consenting to the disclosure of the Data to recipients located overseas, Australian Privacy Principle (“APP”) 8.1 will not apply to the disclosure and as a result Participant’s employer will not be accountable under the Privacy Act 1988 (Cth) and Participant may not be able to seek redress under the Privacy Act 1988 (Cth) in respect of this Data.

(c) Participant acknowledges that the privacy policy of Participant’s employer contains information about how Participant may access the Data about Participant that it holds and seek the correction of such Data. It also contains information about how Participant may complain about a breach of the APPs and how Participant’s employer will deal with such a complaint.

#### CANADA

Section 2(b)(iv) of the Agreement is amended and restated in its entirety to read as follows:

“For purposes of this Agreement, Participant’s date of termination shall mean the date on which Participant ceases active employment, which term “active employment” shall include any period for which Participant is deemed to be actively employed for purposes of applicable employment standards legislation, and shall exclude any other period of non-working notice of termination or any period for pay in lieu of notice, severance pay or any other monies in relation to the cessation of employment that are paid or otherwise required by applicable law, regardless of whether the termination is with or without cause or with or without notice. For clarity, except as may be required by applicable employment standards legislation, Awards shall not be considered in determining a Participant’s entitlement to termination pay, severance pay, pay in lieu of notice or other monies in relation to the cessation of employment, whether pursuant to common law, contract or otherwise. The Company shall have the sole discretion to determine when Participant is no longer in active service for purposes of this Agreement, without reference to any other agreement, written or oral, including Participant’s contract of employment.”

**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.

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**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 (b) 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

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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.
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- (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 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 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.
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## 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 the 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.** Participant indemnifies the Company and Participant's employer for any Applicable Taxes that may be payable with respect to the full number of Shares vested and issued (including those Shares that are deemed issued). To the extent any Shares are withheld by the Company in accordance with Section 5(b) of the Agreement, the Company shall pay over to Participant's employer sufficient moneys to satisfy Participant's liability under such indemnity. 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.

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## 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.

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### 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.

**GENPACT LIMITED**  
**2017 OMNIBUS INCENTIVE COMPENSATION PLAN**  
**RESTRICTED SHARE UNIT ISSUANCE AGREEMENT**

THIS RESTRICTED SHARE UNIT ISSUANCE 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 restricted share units under the Plan as provided for herein.

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

1. Grant of Restricted Share Units. The Company hereby awards to Participant, as of the Award Date, an award (the “Award”) of restricted share units under the Plan. Each restricted share unit represents the right to receive one Common Share on the vesting date of that unit. The number of Common Shares subject to the awarded restricted share units, the applicable vesting schedule for the restricted share units and the underlying shares, the dates on which those vested shares shall be issued to Participant and the remaining terms and conditions governing the Award shall be as set forth in this Agreement.

Number of Shares

Subject to Award: \_\_\_\_\_ Common Shares (the “Shares”)

Vesting Schedule: Participant shall vest with respect to fifty percent (50%) of the Shares on \_\_\_\_\_ and fifty percent (50%) of the Shares on \_\_\_\_\_, such that 100% of the Shares underlying the Award shall be vested on \_\_\_\_\_, provided that Participant remains in employment or service with the Company (or an Affiliate) through such vesting dates.

Issuance Dates: Each Share in which Participant vests in accordance with the foregoing Vesting Schedule shall be issued on the date (the “Issuance Date”) on which that Share so vests or as soon thereafter as administratively practicable, but



in no event later than the close of the calendar year in which such Issuance Date occurs or (if later) the fifteenth (15th) day of the third calendar month following such Issuance Date. The issuance of the Shares shall be subject to the Company's collection of any Applicable Taxes in accordance with the procedures set forth in Section 5 of this Agreement.

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

3. Cessation of Employment. Except as otherwise provided in this Section 3 or Participant's employment agreement, should Participant cease employment or service for any reason prior to vesting in one or more Shares subject to this Award, then the Award shall be immediately canceled with respect to those unvested Shares, and the number of restricted share units will be reduced accordingly. Participant shall thereupon cease to have any right or entitlement to receive any Shares under those canceled units. 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. Notwithstanding the foregoing, to the greatest extent permitted by applicable law, the Award shall not vest during any notice period, regardless of whether Participant continues active employment during such period, and the Award shall be cancelled on the date notice of termination is provided by Participant or the Company. 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.

4. Change of Control. Should a Change of Control be effected at a time when this Award is outstanding with respect to the Shares, then all the Shares subject to this Award shall be converted into the right to receive for each such Share the same consideration per Common Share payable to the other holders of such Common Shares in consummation of the Change of Control, and such consideration, to the extent vested at the time of the Change of Control in accordance with the Vesting Schedule of this Agreement and the Plan, shall be subsequently distributed on the Issuance Date or (if applicable) pursuant to the issuance provisions of Section 2 above and Section 5 below. This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

5. Issuance of Common Shares.

(a) On the Issuance Date or as soon thereafter as practicable, the Company shall issue to or on behalf of Participant a certificate (which may be in electronic form) for the number of Common Shares underlying the restricted share units which vest under the Award on such date, subject, however, to the Company's collection of any Applicable Taxes.

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

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

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

6. Restrictive Covenants and Forfeiture.

(a) In consideration for the grant of the Award, Participant agrees to comply with the restrictive covenants set forth in Section 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 entity. 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 6(c) below) to seek to enforce this Section 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 Section 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 Section 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 underlying restricted share units that vested within twelve (12) months of Participant's breach of the Restrictive Covenants contained in this Section 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 (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;

(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.

(e) In the event of Participant's breach or anticipatory breach of this Section 6, or Participant's claim in a declaratory judgment action that all or part of the covenants contained in this Section 6 are unenforceable, Participant and the Company agree that in addition to any other rights or remedies available to the Company under law, the Company shall be entitled to recover from Participant all reasonable sums and costs, including attorneys' fees, incurred by the Company to defend or enforce this Section 6.

(f) The restrictive periods set forth in this Section 6 shall not expire and shall be tolled during any period in which Participant is in violation of the restrictive covenants contained in this Section 6, and therefore such restrictive periods shall be extended for a period equal to the duration(s) of Participant's violation.

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 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 Section 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 Section 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. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas 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 Texas. 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.

13. 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).

14. 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.

15. 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.

16. Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the restricted share units 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.

17. 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](http://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: \_\_\_\_\_

## ADDENDUM A TO THE RESTRICTED SHARE UNIT ISSUANCE AGREEMENT

### TERMS AND CONDITIONS FOR NON-U.S. PARTICIPANTS

This Addendum includes additional terms and conditions that govern the Restricted Share Unit 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 special category personal data 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 Data Protection Laws 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.

(d) For the purpose of this Section 3, "Data Protection Laws" means any law, enactment, regulation or order concerning the processing of personal data including the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR"), the GDPR as it forms part of retained EU law (as defined in the European Union (Withdrawal) Act 2018), the Privacy and Electronic Communications Regulations (EC Directive) Regulations 2003 ("PECR"), and any subordinate legislation or statutory codes of practice implemented in connection with the DPA, GDPR, PECR and any law that is intended to supplement, amend or replace the foregoing together with any other applicable law in any jurisdiction that regulates the collection, protection or processing of personal data as may come into effect from time to time.

4. Withholding; Responsibility for Taxes. This provision supplements Section 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 RESTRICTED SHARE UNIT ISSUANCE AGREEMENT

### COUNTRY-SPECIFIC TERMS AND CONDITIONS

These Country-Specific Terms and Conditions include additional terms and conditions that govern the Restricted Share Unit 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.

**Data Privacy.** The following supplements Section 2 of Addendum A to the Agreement:

- (a) Participant understands that recipients of the data described in Section 2 of Addendum A to the Agreement (the “Data”) may be located in the United States.
- (b) Participant understands that, by consenting to the disclosure of the Data to recipients located overseas, Australian Privacy Principle (“APP”) 8.1 will not apply to the disclosure and as a result Participant’s employer will not be accountable under the Privacy Act 1988 (Cth) and Participant may not be able to seek redress under the Privacy Act 1988 (Cth) in respect of this Data.
- (c) Participant acknowledges that the privacy policy of Participant’s employer contains information about how Participant may access the Data about Participant that it holds and seek the correction of such Data. It also contains information about how Participant may complain about a breach of the APPs and how Participant’s employer will deal with such a complaint.

#### CANADA

Section 3 of the Agreement is amended and restated in its entirety to read as follows:

“Except as otherwise provided in this Section 3 or Participant’s employment agreement, should Participant cease employment or service for any reason prior to vesting in one or more Shares subject to this Award, then the Award shall be immediately canceled with respect to those unvested Shares, and the number of restricted share units will be reduced accordingly. Participant shall thereupon cease to have any right or entitlement to receive any Shares under those canceled units. For purposes of this Agreement, Participant’s date of termination of employment shall mean the date on which Participant ceases active employment, which term “active employment” shall include any period for which Participant is deemed to be actively employed for purposes of applicable employment standards legislation, and shall exclude any other period of non-working notice of termination or any period for pay in lieu of notice, severance pay or any other monies in relation to the cessation of employment that are paid or otherwise required by applicable law, regardless of whether the termination is with or without cause or with or without notice. For

clarity, except as may be required by applicable employment standards legislation, Awards shall not be considered in determining a Participant's entitlement to termination pay, severance pay, pay in lieu of notice or other monies in relation to the cessation of employment, whether pursuant to common law, contract or otherwise. The Company shall have the sole discretion to determine when Participant is no longer in active service for purposes of this Agreement, without reference to any other agreement, written or oral, including Participant's contract of employment."

**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 (b) 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 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 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 the 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.** Participant indemnifies the Company and Participant's employer for any Applicable Taxes that may be payable with respect to the full number of Shares vested and issued (including those Shares that are deemed issued). To the extent any Shares are withheld by the Company in accordance with Section 5(b) of the Agreement, the Company shall pay over to Participant's employer sufficient moneys to satisfy Participant's liability under such indemnity. 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.