Table of Contents

As filed with the Securities and Exchange Commission on June 4, 2018

Registration No. 333-

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

# FORM S-4
# REGISTRATION STATEMENT
***UNDER***
***THE SECURITIES ACT OF 1933***

# Genpact Luxembourg S.à r.l.

**(as the Issuer)**
**(Exact name of registrant as specified in its charter)**

| Luxembourg | 8742 | 98-0550714 |
|---|---|---|
| (State or other jurisdiction of incorporation or organization) | (Primary Standard Industrial Classification Code Number) | (I.R.S. Employer Identification No.) |

**12F, Rue Guillaume Kroll**
**L-1882 Luxembourg**
**+352 26 987 686**
**(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)**

# Genpact Limited

**(as the Parent Guarantor)**
**(Exact name of registrant as specified in its charter)**

| Bermuda | 8742 | 98-0533350 |
|---|---|---|
| (State or other jurisdiction of incorporation or organization) | (Primary Standard Industrial Classification Code Number) | (I.R.S. Employer Identification No.) |

**Canon's Court, 22 Victoria Street**
**Hamilton HM 12, Bermuda**
**(441) 295-2244**
**(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)**

**Heather D. White**
**c/o Genpact International, Inc.**
**1155 Avenue of the Americas**
**New York, NY 10036**
**(646) 624-5913**
**(Name, address, including zip code, and telephone number, including area code, of agent for service)**

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

**Approximate date of commencement of proposed exchange offer: As soon as practicable after this Registration Statement is declared effective.**

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, please check the following box. ☐

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

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

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

| | |
|---|---|
| Large accelerated filer ☒ | Accelerated filer ☐ |
| Non-accelerated filer ☐ | Small reporting company ☐ |
| (Do not check if a smaller reporting company) | Emerging growth company ☐ |

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

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

**CALCULATION OF REGISTRATION FEE**

| Title of Each Class of Securities to be Registered | Amount to be Registered | Proposed Maximum Offering Price per Note(1) | Proposed Maximum Aggregate Offering Price(1) | Amount of Registration Fee |
|---|---|---|---|---|
| 3.700% Senior Notes due 2022 | $350,000,000 | 100% | $350,000,000 | $43,575 |
| Guarantee of 3.700% Senior Notes due 2022 | N/A | N/A | N/A | N/A(2) |

(1) Estimated solely for the purpose of calculating the registration fee under Rule 457(f) of the Securities Act of 1933, as amended (the "Securities Act").
(2) Pursuant to Rule 457(n) under the Securities Act, no separate filing fee is required for the guarantee.

**The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

Table of Contents

**The information in this prospectus is not complete and may be changed. We may not exchange the securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.**

**SUBJECT TO COMPLETION, DATED JUNE 4, 2018**
**PRELIMINARY PROSPECTUS**

# Genpact Luxembourg S.à r.l.
# Genpact Limited

## Offer to Exchange

**This is an offer by Genpact Luxembourg S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg ("Luxembourg") and registered with the Luxembourg trade and company register under number B131.149 (the "Issuer"), to exchange $350,000,000 aggregate principal amount of its 3.700% Senior Notes due 2022 (the "exchange notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for any and all of its outstanding unregistered 3.700% Senior Notes due 2022 that were issued in a private offering on March 27, 2017 (the "issue date") (the "outstanding unregistered notes" and, together with the exchange notes, the "notes", and such transaction, the "exchange offer").**

**We are conducting the exchange offer in order to provide you with an opportunity to exchange your unregistered notes for freely tradable notes that have been registered under the Securities Act.**

**Material terms of the Exchange Offer:**

- We will exchange all outstanding unregistered notes that are validly tendered and not validly withdrawn for an equal principal amount of exchange notes that are freely tradable.
- You may withdraw tenders of outstanding unregistered notes at any time prior to the expiration of the exchange offer.
- The exchange offer will expire at 12:00 a.m. midnight, New York City time, at the end of the day on , 2018 (the "expiration date"), unless extended. We do not currently intend to extend the expiration date.
- The exchange of outstanding unregistered notes for exchange notes in the exchange offer will not be a taxable event for United States federal income tax purposes, but you should see the discussion under the caption "Material Luxembourg, Bermuda and U.S. Federal Income Tax Consequences" for more information.
- The terms of the exchange notes to be issued in the exchange offer are identical in all material respects to the terms of the outstanding unregistered notes, except that the transfer restrictions, registration rights and additional interest provisions applicable to the outstanding unregistered notes will not apply to the exchange notes.

**Results of the Exchange Offer:**

- The exchange notes may be sold in the over-the-counter-market, in negotiated transactions or through a combination of such methods.

All untendered outstanding unregistered notes will continue to be subject to the restrictions on transfer set forth in the outstanding unregistered notes and in the Indenture (as defined herein). In general, the outstanding unregistered notes may not be offered or sold, unless registered under the Securities Act, except pursuant to an exemption from, or in a transaction not subject to, registration under the Securities Act. Other than in connection with the exchange offer, we do not currently anticipate that we will register the outstanding unregistered notes under the Securities Act.

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. The letter of transmittal accompanying this prospectus (the "Letter of Transmittal") states that, by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for outstanding unregistered notes where such outstanding unregistered notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. The Issuer has agreed that, for a period of 180 days after the expiration date, it will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

**See "Risk Factors" beginning on page 11 for a discussion of certain risks that you should consider before participating in the exchange offer.**

**Neither the Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved of the exchange notes to be distributed in the exchange offer or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.**

**The date of this prospectus is , 2018.**

**You should rely only on the information contained in or incorporated by reference in this prospectus. We have not authorized anyone to provide you with different information. The prospectus may be used only for the purposes for which it has been published and no person has been authorized to give any information not contained herein. If you receive any other information, you should not rely on it. We are not making the exchange offer in any state where the exchange offer is not permitted.**

**OUR DOCUMENTS INCORPORATED BY REFERENCE HEREIN (OTHER THAN EXHIBITS OR PORTIONS OF EXHIBITS NOT SPECIFICALLY INCORPORATED BY REFERENCE HEREIN OR IN SUCH DOCUMENTS) ARE AVAILABLE WITHOUT CHARGE UPON WRITTEN OR ORAL REQUEST TO GENPACT INTERNATIONAL, INC., 1155 AVENUE OF THE AMERICAS, NEW YORK, NY 10036, TELEPHONE NUMBER (646) 624-5913. IN ORDER TO ENSURE TIMELY DELIVERY, ANY REQUEST SHOULD BE SUBMITTED NO LATER THAN FIVE BUSINESS DAYS BEFORE THE DATE YOU MUST MAKE YOUR INVESTMENT DECISION WITH RESPECT TO THE EXCHANGE OFFER. ACCORDINGLY, YOUR REQUEST SHOULD BE SUBMITTED NO LATER THAN , 2018.**

## TABLE OF CONTENTS

## WHERE YOU CAN FIND MORE INFORMATION; INCORPORATION BY REFERENCE

We file current and periodic reports, proxy statements and other information with the SEC. You may read and copy any of this information at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Information on the operation of the Public Reference Room can be obtained by calling the SEC at 1-800-SEC-0330.

You can review our SEC filings by accessing the SEC's Internet website at www.sec.gov. We also make available free of charge on our website, www.genpact.com, our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. The contents of our website are not incorporated by reference into this prospectus.

The following documents filed by us with the SEC are incorporated herein by reference:

- Our Annual Report on Form 10-K for the year ended December 31, 2017, as filed with the SEC on March 1, 2018;
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2018, as filed with the SEC on May 10, 2018.
- Our Definitive Proxy Statement on Schedule 14A, as filed with the SEC on April 10, 2018, to the extent incorporated by reference in our Annual Report on Form 10-K for the year ended December 31, 2017; and
- Our Current Report on Form 8-K filed with the SEC on January 31, 2018, as amended by Amendment No. 1 on Form 8-K/A filed on April 27, 2018, and our Current Reports on Form 8-K, as filed with the SEC on May 11, 2018 and June 4, 2018.

We also incorporate by reference additional documents that we may file with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and before the termination of the exchange offer. We are not, however, incorporating any documents or portions thereof that are not deemed "filed" with the SEC. Any statement or information contained in a document incorporated by reference as described in the immediately preceding paragraph shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or in any subsequently filed document that is incorporated herein by reference modifies or replaces such statement or information. Any statement or information modified as described in this paragraph shall not be deemed in its unmodified form to constitute part of this prospectus. Any statement or information superseded as described in this paragraph shall not be deemed to constitute a part of this prospectus.

## CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference herein may contain "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. In some cases, you can identify these statements by forward-looking terms such as "expect," "anticipate," "intend," "plan," "believe," "seek," "estimate," "could," "may," "shall," "will," "would" and variations of such words and similar expressions, or the negative of such words or similar expressions. These forward-looking statements, which are subject to risks, uncertainties and assumptions about us, may include projections of our future financial performance, which in some cases may be based on our growth strategies and anticipated trends in our business. These statements are only predictions based on our current expectations and projections about future events. There are important factors that could cause our actual results, level of activity, performance or achievements to differ materially from those expressed or implied by the forward-looking statements. In particular, you should consider the numerous risks outlined under "Risk Factors" in this prospectus and in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017 incorporated by reference herein. These forward-looking statements include, but are not limited to, statements relating to:

- our ability to retain existing clients and contracts;
- our ability to win new clients and engagements;
- the expected value of the statements of work under our master service agreements;
- our beliefs about future trends in our market;
- political, economic or business conditions in countries where we have operations or where our clients operate;
- expected spending on business process outsourcing and information technology services by clients;
- foreign currency exchange rates;
- our ability to convert bookings to revenue;
- our rate of employee attrition;
- our effective tax rate; and
- competition in our industry.

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

- our ability to grow our business and effectively manage growth and international operations while maintaining effective internal controls;
- our dependence on favorable policies and tax laws that may be changed or amended, including as a result of recently adopted tax legislation in the United States, the overall impact of which on us we are currently unable to determine;
- our ability to maintain the security and confidentiality of personal and other sensitive data of our clients, employees or others;
- our ability to successfully consummate or integrate strategic acquisitions;
- our ability to maintain pricing and asset utilization rates;
- our ability to hire and retain enough qualified employees to support our operations;
- increases in wages in locations in which we have operations;
- our relative dependence on the General Electric Company ("GE") and our ability to maintain our relationships with divested GE businesses;

- financing terms, including, but not limited to, changes in the London Interbank Offered Rate or LIBOR, and changes to our credit ratings;
- restrictions on visas for our employees traveling to North America and Europe;
- fluctuations in exchange rates between the U.S. dollar, Australian dollar, Chinese renminbi, euro, Indian rupee, Japanese yen, Mexican peso, Philippines peso, Polish zloty, Romanian leu and U.K. pound sterling;
- our ability to retain senior management;
- the selling cycle for our client relationships;
- our ability to attract and retain clients and our ability to develop and maintain client relationships on attractive terms;
- legislation in the United States or elsewhere that adversely affects the performance of business process outsourcing and information technology services offshore;
- increasing competition in our industry;
- telecommunications or technology disruptions or breaches, or natural or other disasters;
- our ability to protect our intellectual property and the intellectual property of others;
- deterioration in the global economic environment and its impact on our clients, including the bankruptcy of our clients;
- regulatory, legislative and judicial developments, including the withdrawal of governmental fiscal incentives;
- the international nature of our business;
- technological innovation;
- our ability to derive revenues from new service offerings; and
- unionization of any of our employees.

Although we believe the expectations reflected in the forward-looking statements are reasonable at the time they are made, we cannot guarantee future results, level of activity, performance or achievements. Achievement of future results is subject to risks, uncertainties, and potentially inaccurate assumptions. Should known or unknown risks or uncertainties materialize, or should underlying assumptions prove inaccurate, actual results could differ materially from past results and those anticipated, estimated or projected. You should bear this in mind as you consider forward-looking statements. We undertake no obligation to update any of these forward-looking statements after the date of this filing to conform to our prior statements to actual results or revised expectations. See “Where You Can Find More Information; Incorporation By Reference.”

## ENFORCEABILITY OF CIVIL LIABILITIES

The Issuer is a private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg. Genpact Limited (the "Parent Guarantor") is an exempted company organized under the laws of Bermuda. Substantially all of our assets and operations are located, and substantially all of our revenues are derived from, outside the United States. As a result, investors may be unable to enforce judgments against the Issuer or the Parent Guarantor obtained in United States courts, including judgments predicated upon the civil liability provisions of the United States federal and state securities laws.

### Enforcement of Civil Liability Judgments under Luxembourg Law

The Issuer has been advised by Allen & Overy, *société en commandite simple* (*inscrite au barreau de Luxembourg*), its Luxembourg counsel, that, although there is no treaty between Luxembourg and the United States regarding the reciprocal enforcement of judgments, a valid final and conclusive judgment against the Issuer with respect to the exchange notes obtained from a court of competent jurisdiction in the United States, which judgment remains in full force and effect after all appeals as may be taken in the relevant state or federal jurisdiction with respect thereto have been taken, may be recognized and enforced through a court of competent jurisdiction of Luxembourg subject to compliance with the enforcement procedures set out in Articles 678 *et seq*. of the Luxembourg *Nouveau code de procédure civile* being, together with applicable Luxembourg case law:

- the foreign judgment must be enforceable in the country of origin;
- the court of origin must have had jurisdiction both according to its own laws and to the Luxembourg conflict of jurisdictions rules;
- the foreign proceedings must have been regular in light of the laws of the country of origin;
- the rights of defense must not have been violated;
- the foreign court must have applied the law which is designated by the Luxembourg conflict of laws rules, or, at least, the judgment must not contravene the principles underlying these rules;
- the considerations of the foreign judgment as well as the judgment as such must not contravene Luxembourg international public policy; and
- the foreign judgment must not have been rendered as a result of or in connection with an evasion of Luxembourg law ("*fraude à la loi*").

The Issuer has also been advised by Allen & Overy, *société en commandite simple* (*inscrite au barreau de Luxembourg*) that if an original action is brought in Luxembourg, without prejudice to specific conflict of law rules, Luxembourg courts may refuse to apply the designated law if the choice of the foreign law was not made bona fide or if the foreign law was not pleaded and proved or if pleaded and proved, the foreign law was contrary to Luxembourg mandatory provisions (*lois impératives*) or incompatible with Luxembourg public policy rules. In an action brought in Luxembourg on the basis of U.S. federal or state securities laws, Luxembourg courts may not have the requisite power to grant the remedies sought.

Subject to the foregoing, investors may be able to enforce in Luxembourg judgments in civil and commercial matters that have been obtained from U.S. Federal or state courts. However, we cannot assure you that those judgments will be recognized or enforceable in Luxembourg.

### Enforcement of Civil Liability Judgments under Bermuda Law

The Parent Guarantor is an exempted company organized under the laws of Bermuda, and substantially all of its assets are located outside the United States. The Parent Guarantor has been advised by Appleby (Bermuda) Limited, its Bermuda counsel, that it may not be possible to enforce court judgments obtained in the

United States against us in Bermuda or in countries other than the United States where we have assets based on the civil liability or penal provisions of the federal or state securities laws of the United States. In addition, there is some doubt as to whether the courts of Bermuda and other countries would recognize or enforce judgments of United States courts obtained against us or our directors or officers based on the civil liability or penal provisions of the federal or state securities laws of the United States or would hear actions against us or those persons based on those laws. Appleby (Bermuda) Limited has also informed the Parent Guarantor that the United States and Bermuda do not currently have a treaty providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. Some remedies available under the laws of U.S. jurisdictions, including some remedies available under the U.S. federal securities laws, may not be allowed in Bermuda courts as contrary to that jurisdiction's public policy. Therefore, a final judgment for the payment of money rendered by any federal or state court in the United States based on civil liability, whether or not based solely on United States federal or state securities laws, would not automatically be enforceable in Bermuda. Similarly, those judgments may not be enforceable in countries other than the United States where we have assets.

## PROSPECTUS SUMMARY

*This summary highlights selected information about us and this exchange offer. This summary may not contain all of the information that may be important to you. For a more complete understanding of our business, you should read carefully this entire prospectus, including the section entitled "Risk Factors" in this prospectus and in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017 incorporated by reference herein, and in the other documents that we refer to and that are incorporated by reference in this prospectus, for a complete understanding of us and the exchange offer. In particular, we incorporate by reference important business and financial information into this prospectus. This summary contains forward-looking statements that involve risks and uncertainties.*

*For purposes of this prospectus, unless otherwise indicated or the context otherwise requires, the terms "Genpact," "we," "us," "our" and "the Company" refer to Genpact Limited and its subsidiaries as a combined entity, "Issuer" refers to Genpact Luxembourg S.à r.l. and "Parent Guarantor" refers to Genpact Limited (and not to any of its subsidiaries). Dollar amounts are in thousands except share and per share data or unless otherwise indicated.*

### Our Business

Genpact is a global professional services firm that makes business transformation real. We drive digital-led innovation and run digitally-enabled intelligent operations for our clients, guided by our experience running thousands of processes for hundreds of Fortune Global 500 clients. We have more than 78,000 employees serving clients in key industry verticals—banking and financial services, capital markets, consumer goods, healthcare, high-tech, infrastructure, manufacturing and services, insurance and life sciences—from more than 20 countries.

***Domain-led digital transformation***

Our clients are experiencing an increasingly complex business environment, driven by an explosion in technology opportunities, new and disruptive competitors, and shifting market dynamics. Many companies need to reimagine their business models and adapt to rapid change.

These companies are seeking partners that can help them not only improve productivity and manage costs, but achieve business outcomes that create competitive advantage—such as expanding market share, improving customer experience, and minimizing risk and loss. We believe that our digitally-enabled approach to business transformation, grounded in our deep domain and process expertise, differentiates us from our competitors.

We enable domain-led digital transformation for our clients primarily in two ways: designing and running Intelligent Operations℠ and providing digital-led solutions.

*Intelligent Operations*

Our Intelligent Operations embed digital and advanced analytics into our business process outsourcing (BPO) solutions to automate and transform our clients' operations. This allows enterprises to be more flexible and helps them focus on what they need to do to better compete in their industries.

*Digital-led Solutions*

Across our key industry verticals, our digital-led solutions include technologies such as artificial intelligence, or AI, robotic process automation, dynamic workflow, mobility and design thinking.

We use our Smart Enterprise Processes℠ (SEP)—a patented and highly granular approach to dramatically improving the performance of business processes—to help our clients make their business processes more efficient and effective. SEPs, and their more recent evolution, Digital SEPs, combine Lean Six Sigma methodologies—which reduce waste and inefficiency and improve process quality—with design-thinking principles and our deep expertise in how businesses run. Our SEPs test the effectiveness of client processes using best-in-class benchmarks we have developed by mapping and analyzing hundreds of millions of client transactions across thousands of end-to-end business processes. In this way, we identify opportunities for improving client processes and technologies, and we apply our deep process knowledge, process-centric technology and digital products to transform them. The result: a customized, client-specific roadmap for maximizing process effectiveness.

Our Digital SEPs build on our SEP framework by adding domain-specific digital products and solutions that draw on our expertise in mobility, cloud, workflow, advanced visualization, robotics and machine learning.

In 2017 we launched Genpact Cora, an automation to AI-based platform that integrates our proprietary automation, analytics, and AI technologies into a single unified platform, drawing insights from our deep domain and operations expertise. Genpact Cora has a modular, interconnected mesh of technologies that help our clients hone in on their specific operational business challenges and tackle them from beginning to end.

Our Lean Digital℠ Innovation Centers help clients learn about new digital solutions that can address their specific business needs. Our innovation centers bring together clients, partners, and other industry leaders for brainstorming and hackathon-style workshops. As part of this process, we use design thinking to make the most of human capabilities, domain expertise, and innovative technology to create solutions that quickly and aptly address business needs. The result is often a quick-turnaround prototype that clients can install and test in their own environments.

**Corporate Information**

Genpact is a publicly traded exempted Bermuda company. Genpact's common shares are listed on the New York Stock Exchange under the symbol "G." Genpact's registered office is located at Canon's Court, 22 Victoria Street, Hamilton HM 12, Bermuda, and Genpact's telephone number at such office is +1 (441) 294-8000. Genpact's website is www.genpact.com. The information and other content contained on Genpact's website is not part of this prospectus.

**The Exchange Offer**

*In this prospectus, the term "outstanding unregistered notes" refers to the $350.0 million aggregate principal amount of 3.700% Senior Notes due 2022 that were issued in a private offering on March 27, 2017 (the "private offering"). The term "exchange notes" refers to the 3.700% Senior Notes due 2022 offered hereby, as registered under the Securities Act, and the term "notes" refers collectively to the outstanding unregistered notes and the exchange notes. In this subsection, "we," "us" and "our" refer only to the Issuer.*

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| General | In connection with the private offering, we entered into a registration rights agreement (the "registration rights agreement") with the Parent Guarantor and the initial purchasers of the outstanding unregistered notes, pursuant to which we and the Parent Guarantor agreed, among other things, to complete the exchange offer within 455 days after the date of the private offering.<br><br>You are entitled to exchange in the exchange offer your outstanding unregistered notes for exchange notes, which are substantially identical to the outstanding unregistered notes except:<br>• the exchange notes contain no restrictive legend thereon;<br>• the exchange notes accrue interest from the last date on which interest was paid on the outstanding unregistered notes;<br>• the exchange notes will contain no provisions relating to additional interest;<br>• the exchange notes have been registered under the Securities Act; and<br>• the exchange notes are not entitled to any registration rights that are applicable to the outstanding unregistered notes under the registration rights agreement. |
| The Exchange Offer | We are offering to exchange up to $350.0 million aggregate principal amount of 3.700% Senior Notes due 2022, which have been registered under the Securities Act, for any and all of the outstanding unregistered 3.700% Senior Notes due 2022.<br><br>You may only exchange outstanding unregistered notes in denominations of $2,000, and integral multiples of $1,000 in excess thereof.<br><br>Subject to the satisfaction or waiver of specified conditions, we will exchange the exchange notes for all outstanding unregistered notes that are validly tendered and not validly withdrawn prior to the expiration of the exchange offer. We will cause the exchange to be effected promptly after the expiration of the exchange offer.<br><br>Upon completion of the exchange offer, there may be no market for the outstanding unregistered notes, and you may have difficulty selling them to the extent that you do not tender all of your outstanding unregistered notes in the exchange offer. |

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| Resale | Based on interpretations by the staff of the SEC set forth in no-action letters issued to third parties referred to below, we believe that you may resell or otherwise transfer exchange notes issued in the exchange offer without complying with the registration and prospectus delivery requirements of the Securities Act, if:<br>• you are acquiring the exchange notes in the ordinary course of your business;<br>• you do not have an arrangement or understanding with any person to participate in a "distribution," as defined in the Securities Act, of the exchange notes;<br>• you are not our "affiliate," as defined in Rule 405 of the Securities Act; and<br>• you are not engaged in, and do not intend to engage in, a "distribution" of the exchange notes.<br><br>If you are not acquiring the exchange notes in the ordinary course of your business, or if you are engaging in, intend to engage in, or have any arrangement or understanding with any person to participate in, a "distribution" of the exchange notes, or if you are our affiliate, then:<br>• you cannot rely on the position of the staff of the SEC enunciated in *Morgan Stanley & Co., Inc.* (available June 5, 1991) and *Exxon Capital Holdings Corp.* (available May 13, 1988), as interpreted in the SEC's letter to *Shearman & Sterling* dated July 2, 1993, or similar no-action letters; and<br>• in the absence of an exception from the position of the SEC stated in the first bullet point above, you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale or other transfer of the exchange notes.<br><br>If you are a broker-dealer and receive exchange notes for your own account in exchange for outstanding unregistered notes that you acquired as a result of market-making or other trading activities, you must acknowledge that you will deliver a prospectus, as required by law, in connection with any resale or other transfer of the exchange notes that you receive in the exchange offer. See "Plan of Distribution." |
| Expiration Date | The exchange offer will expire at 12:00 a.m. midnight, New York City time, at the end of the day on , 2018, unless extended by us. We do not currently intend to extend the expiration date of the exchange offer. |
| Withdrawal | You may withdraw the tender of your outstanding unregistered notes at any time prior to the expiration of the exchange offer. We will return to you any of your outstanding unregistered notes that for any reason are not accepted for exchange, without expense to you, promptly after the expiration or termination of the exchange offer. |

| | |
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| Interest on the Outstanding Unregistered Notes | No interest will be paid on outstanding unregistered notes that are tendered and accepted for exchange following their acceptance for exchange. |
| Conditions to the Exchange Offer | The exchange offer is subject to customary conditions, which we may assert or waive. The exchange offer is not conditioned upon the tender of any minimum principal amount of outstanding unregistered notes. See "The Exchange Offer—Conditions to the Exchange Offer." |
| Procedures for Tendering Outstanding Unregistered Notes | If you wish to participate in the exchange offer, you must complete, sign and date the accompanying Letter of Transmittal, or a facsimile of the Letter of Transmittal, according to the instructions contained in this prospectus and the Letter of Transmittal. You must then mail or otherwise deliver the Letter of Transmittal, or a facsimile of the Letter of Transmittal, together with the outstanding unregistered notes and any other required documents, to the exchange agent at the address set forth on the cover page of the Letter of Transmittal. If you hold outstanding unregistered notes through The Depository Trust Company ("DTC") and wish to participate in the exchange offer for the outstanding unregistered notes, you must comply with the Automated Tender Offer Program ("ATOP") procedures of DTC by which you will agree to be bound by the Letter of Transmittal. By signing, or agreeing to be bound by, the Letter of Transmittal, you will represent to us that, among other things:<br>• any exchange notes to be received by you will be acquired in the ordinary course of your business;<br>• you have no arrangement or understanding with any person to participate, and you are not participating, in a "distribution," as defined in the Securities Act, of the exchange notes;<br>• you are not our "affiliate," as defined in Rule 405 of the Securities Act, or, if you are an affiliate, you will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;<br>• if you are not a broker-dealer, you are not engaged in, and do not intend to engage in, a "distribution" of the exchange notes;<br>• if you are a broker-dealer, you will receive exchange notes for your own account in exchange for outstanding unregistered notes that were acquired as a result of market-making or other trading activities and you will deliver a prospectus, as required by law, in connection with any resale or other transfer of such exchange notes; and<br>• you are not acting on behalf of any person who, to your knowledge, could not truthfully make the foregoing representations. |

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| | If you are not acquiring the exchange notes in the ordinary course of your business, or if you are engaged in, or intend to engage in, or have an arrangement or understanding with any person to participate in, a "distribution" of the exchange notes, or if you are our affiliate, then you cannot rely on the positions and interpretations of the staff of the SEC and you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale or other transfer of the exchange notes. |
| Special Procedures for Beneficial Owners | If you are a beneficial owner of outstanding unregistered notes that are held in the name of a broker, dealer, commercial bank, trust company or other nominee, and you wish to tender those outstanding unregistered notes in the exchange offer, you should contact such person promptly and instruct such person to tender those outstanding unregistered notes on your behalf. |
| Guaranteed Delivery Procedures | If you wish to tender your outstanding unregistered notes and your outstanding unregistered notes are not immediately available or you cannot deliver your outstanding unregistered notes or any other documents required by the Letter of Transmittal or you cannot comply with the DTC procedures for book-entry transfer prior to the expiration date, then you must tender your outstanding unregistered notes according to the guaranteed delivery procedures set forth in this prospectus under "The Exchange Offer—Guaranteed Delivery Procedures." |
| Effect on Holders of Outstanding Unregistered Notes | In connection with the sale of the outstanding unregistered notes, we and the Parent Guarantor entered into a registration rights agreement with the initial purchasers of the outstanding unregistered notes that grants the holders of outstanding unregistered notes registration rights. By consummating the exchange offer, we will have fulfilled most of our obligations under the registration rights agreement. Accordingly, upon consummation of the exchange offer, we will not be obligated to pay additional interest as described in the registration rights agreement. If you do not tender your outstanding unregistered notes in the exchange offer, you will continue to be entitled to all the rights, and subject to all the limitations, applicable to the outstanding unregistered notes as set forth in the Indenture, except that we will not have any further obligation to you to provide for the registration of the outstanding unregistered notes under the registration rights agreement and we will not be obligated to pay additional interest as described in the registration rights agreement.<br><br>All untendered outstanding unregistered notes will continue to be subject to the restrictions on transfer set forth in the outstanding unregistered notes and in the Indenture. In general, the outstanding unregistered notes may not be offered or sold unless registered under the Securities Act, except pursuant to an exemption from, or in a |

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| | transaction not subject to, the Securities Act. Other than in connection with the exchange offer, we do not currently anticipate that we will register the outstanding unregistered notes under the Securities Act.<br><br>To the extent that outstanding unregistered notes are tendered and accepted in the exchange offer, the trading market for outstanding unregistered notes could be adversely affected. |
| Material Tax Consequences | The exchange of outstanding unregistered notes for exchange notes in the exchange offer will not be a taxable event for United States federal income tax purposes. You should consult your own tax advisor to determine the U.S. federal and state, Luxembourg, Bermuda and other tax consequences of participating in the exchange offer. See "Material Luxembourg, Bermuda and U.S. Federal Income Tax Consequences." |
| Use of Proceeds | We will not receive any cash proceeds from the issuance of exchange notes in the exchange offer. See "Use of Proceeds." |
| Exchange Agent | Wells Fargo Bank, National Association, whose address and telephone number are set forth in the section captioned "The Exchange Offer—Exchange Agent" of this prospectus, is the exchange agent for the exchange offer. |

**The Exchange Notes**

*The summary below describes the principal terms of the exchange notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Description of Notes" section of this prospectus contains more detailed descriptions of the terms and conditions of the outstanding unregistered notes and the exchange notes. The terms of the exchange notes to be issued in the exchange offer are identical in all material respects to the terms of the outstanding unregistered notes, except that the transfer restrictions, registration rights and additional interest provisions applicable to the outstanding unregistered notes will not apply to the exchange notes. In this subsection, "we," "us" and "our" refer only to the Issuer.*

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| Issuer | Genpact Luxembourg S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg and registered with the Luxembourg trade and company register under number B131.149. |
| Guarantee | The exchange notes will be fully and unconditionally guaranteed on a senior unsecured basis by the Parent Guarantor. See "Description of Notes—Genpact Guarantee." |
| Notes Being Exchanged Hereby | $350,000,000 aggregate principal amount of 3.700% Senior Notes due 2022. |
| Maturity Date | April 1, 2022. |
| Interest | Subject to "Interest Rate Adjustment" below, interest on the exchange notes will be payable semiannually in arrears on April 1 and October 1 of each year. The exchange notes will bear interest at 3.700% per year. Interest on the exchange notes will accrue from the most recent date on which interest on the corresponding outstanding unregistered notes has been paid. |
| Interest Rate Adjustment | The interest rate payable on the exchange notes will be subject to adjustment from time to time if either Moody's or S&P (or a substitute rating agency therefor) downgrades (or downgrades and subsequently upgrades) the credit rating assigned to the exchange notes. See "Description of Notes—Interest Rate Adjustment." |
| Ranking | The exchange notes and the guarantee thereof will be our and the Parent Guarantor's general unsecured senior indebtedness and will:<br>• rank senior in right of payment to any of our and the Parent Guarantor's future obligations that are, by their terms, expressly subordinated in right of payment to the exchange notes or the guarantee thereof;<br>• rank *pari passu* in right of payment to all of our and the Parent Guarantor's existing and future senior and unsecured indebtedness and other obligations that are not, by their terms, expressly subordinated in right of payment to the exchange notes or the guarantee thereof;<br>• be effectively subordinated to all of our and the Parent Guarantor's existing and future secured indebtedness and other |

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| | secured obligations to the extent of the value of the assets securing such indebtedness and other obligations; and<br>• be structurally subordinated to all existing and future obligations and other liabilities (including trade payables) of each of the Parent Guarantor's subsidiaries (other than the Issuer), including the liabilities of certain subsidiaries pursuant to Genpact's senior credit facility.<br><br>As of December 31, 2017, Genpact had outstanding indebtedness of $1,215.9 million, all of which was unsecured. As of December 31, 2017, the Parent Guarantor's subsidiaries (other than the Issuer) had total liabilities, including trade payables and liabilities under Genpact's senior credit facility (but excluding intercompany liabilities), of $1.66 billion and total assets (excluding intercompany receivables) of $3.44 billion. In addition, for the fiscal year ended December 31, 2017, the Parent Guarantor's subsidiaries (other than the Issuer) generated substantially all of Genpact's consolidated net income and total revenues and other income. |
| Redemption for Taxation Reasons | If we or the Parent Guarantor become obligated to pay any additional amounts as a result of any change in the law of certain relevant taxing jurisdictions that becomes effective after the date on which the exchange notes are issued (or the date the relevant taxing jurisdiction becomes applicable, if later), we may redeem the exchange notes at our option in whole, but not in part, at any time at a price equal to 100% of the principal amount thereof, plus additional amounts and any accrued and unpaid interest, if any, to, but not including, the date of redemption. See "Description of Notes—Redemption for Taxation Reasons." |
| Optional Redemption | We may redeem the exchange notes, in whole or in part, from time to time at our option, prior to March 1, 2022 (the date that is one month prior to the maturity of the exchange notes), at a price equal to 100% of the aggregate principal amount of the exchange notes to be redeemed plus a specified "make-whole" premium and accrued and unpaid interest, if any, to, but not including, the redemption date, and on or after March 1, 2022, at a price equal to 100% of the aggregate principal amount of the exchange notes to be redeemed plus accrued and unpaid interest, if any, to, but not including the redemption date. See "Description of Notes—Optional Redemption." |
| Change of Control Repurchase Event | If we experience a change of control repurchase event, we will be required to make an offer to purchase each holder's exchange notes at a price of 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the date of purchase. See "Description of Notes—Repurchase at the Option of Holders on Certain Changes of Control." |

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| Certain Covenants | The Indenture contains covenants that, among other things, restrict our ability, with significant exceptions, to:<br>• incur debt secured by liens;<br>• engage in certain sale and leaseback transactions; and<br>• consolidate, merge, convey or transfer our assets substantially as an entirety.<br>See "Description of Notes—Certain Covenants." |
| Absence of Public Market for the Exchange Notes | The exchange notes will be freely transferrable. However, the exchange notes are a new issue of securities for which there is no established trading market. As a result, an active trading market for the exchange notes may not develop. See "Risk Factors." |
| Listing | We intend to apply for the listing and quotation of the exchange notes on the . If such a listing is obtained, we have no obligation to maintain such listing and we may delist the exchange notes at any time. |
| Governing Law | State of New York. |
| Trustee | Wells Fargo Bank, National Association. |
| Risk Factors | You should carefully consider the information set forth herein under "Risk Factors" in this prospectus and in Genpact's Form 10-K for the fiscal year ended December 31, 2017 incorporated by reference herein before deciding whether to invest in the exchange notes. |

## RISK FACTORS

*You should carefully consider the following risk factors and all other information contained in this prospectus and in the documents incorporated by reference herein before tendering for exchange any outstanding unregistered notes. The risks and uncertainties described below are not the only risks facing us and your investment in the exchange notes. Additional risks and uncertainties that we are unaware of, or those we currently deem immaterial, also may become important factors that affect us. The following risks could materially and adversely affect our business, financial condition, cash flows or results of operations. In such a case, you may lose all or part of your original investment.*

### Risk Factors Incorporated by Reference

This prospectus incorporates by reference the risk factors contained in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed on March 1, 2018. Investors should carefully consider the risk factors incorporated herein by reference in addition to the risk factors below before deciding to invest in the exchange notes.

### Risks Related to the Exchange Offer

***If you choose not to exchange your outstanding unregistered notes in the exchange offer, the transfer restrictions currently applicable to your outstanding unregistered notes will remain in force, and the market price of your outstanding unregistered notes could decline.***

If you do not exchange your outstanding unregistered notes for exchange notes in the exchange offer, then you will continue to be subject to the transfer restrictions that apply to the outstanding unregistered notes as set forth in the offering memorandum distributed in connection with the private offering. In general, the outstanding unregistered notes may not be sold unless the sale is registered or exempt from, or not subject to, registration under the Securities Act. Except as required by the registration rights agreement, we do not intend to register resales of the outstanding unregistered notes under the Securities Act. You should refer to "The Exchange Offer—Procedures for Tendering Outstanding Unregistered Notes" for information about how to tender your outstanding unregistered notes.

The tender of outstanding unregistered notes pursuant to the exchange offer will reduce the outstanding principal amount of the outstanding unregistered notes, which may have an adverse effect upon, and increase the volatility of, the market price of the outstanding unregistered notes due to reduction in liquidity.

***Certain persons who participate in the exchange offer must deliver a prospectus in connection with resales of the exchange notes.***

Based on interpretations of the staff of the SEC contained in *Exxon Capital Holdings Corp.*, SEC no-action letter (April 13, 1988), *Morgan Stanley & Co. Inc.*, SEC no-action letter (June 5, 1991) and *Shearman & Sterling*, SEC no-action letter (July 2, 1993), we believe that you may offer for resale, resell or otherwise transfer the exchange notes without compliance with the registration and prospectus delivery requirements of the Securities Act. However, in some instances described in this prospectus under "Plan of Distribution," certain holders of exchange notes will remain obligated to comply with the prospectus delivery requirements of the Securities Act in order to transfer the exchange notes. If such a holder transfers any exchange notes without delivering a prospectus meeting the requirements of the Securities Act or without an applicable exemption from registration under the Securities Act, such a holder may incur liability under the Securities Act. We do not and will not assume, or indemnify such a holder against, this liability.

## Risks Related to the Exchange Notes

***Payment of required principal and interest on the exchange notes will be dependent on cash flow generated by the Parent Guarantor's subsidiaries (other than the Issuer), which may be subject to limitations beyond our control.***

The Parent Guarantor's subsidiaries (other than the Issuer) own substantially all of our assets and conduct substantially all of our operations. Accordingly, payment of principal and interest on the exchange notes will be dependent, to a significant extent, on the generation of cash flow by the Parent Guarantor's subsidiaries and their ability to make such cash available to us, by dividend or other payments. The Parent Guarantor's subsidiaries (other than the Issuer) do not have any obligation to pay amounts due on the exchange notes or to make funds available to the Issuer for that purpose. The Parent Guarantor's subsidiaries (other than the Issuer) may not be able to, or may not be permitted to, make distributions to enable us to make payments in respect of the exchange notes. Each subsidiary is a distinct legal entity and, under certain circumstances, legal and contractual restrictions may limit our ability to obtain cash from our subsidiaries. In the event that we are unable to receive distributions from subsidiaries, we may be unable to make required principal and interest payments on the exchange notes.

***If we default on our obligations to pay our other debt, we may not be able to make payments on the exchange notes.***

Any default under the agreements governing our debt that is not waived by the required lenders or holders of such debt, and the remedies sought by the lenders or holders of such debt, could prevent us from paying principal and interest on the exchange notes and substantially decrease the market value of the exchange notes. If we are unable to generate sufficient cash flow or are otherwise unable to obtain funds necessary to make required payments of principal and interest on our debt, or if we otherwise fail to comply with the various covenants in the agreements governing our debt, we would be in default under the terms of the agreements governing such debt.

***The exchange notes and the guarantee thereof will be structurally subordinated to all of the existing and future liabilities of the Parent Guarantor's subsidiaries (other than the Issuer), including trade payables and the liabilities of certain subsidiaries under our senior credit facility.***

The Parent Guarantor's subsidiaries (other than the Issuer) will have no obligation, contingent or otherwise, to pay amounts due under the exchange notes or to make any funds available to pay those amounts, whether by dividend, distribution, loan or other payment. Claims of holders of the exchange notes will therefore be structurally subordinated to all of the existing and future liabilities, including trade payables, of any subsidiary (other than the Issuer) such that, in the event of an insolvency, liquidation, reorganization, dissolution or other winding-up of any subsidiary (other than the Issuer), all of that subsidiary's creditors (including trade creditors) would be entitled to payment in full before the holders of the exchange notes would be entitled to any payment. Claims of holders of the exchange notes will also be structurally subordinated to the liabilities of certain subsidiaries under our senior credit facility.

As of December 31, 2017, the Parent Guarantor's subsidiaries (other than the Issuer) had total liabilities, including trade payables and liabilities under our senior credit facility (but excluding intercompany liabilities), of approximately $1.66 billion and total assets (excluding intercompany receivables) of approximately $3.44 billion. In addition, for the fiscal year ended December 31, 2017, the Parent Guarantor's subsidiaries (other than the Issuer) generated substantially all of our consolidated net income and total revenues and other income.

***The Indenture does not limit the amount of debt we or our subsidiaries may incur or restrict our ability to engage in other transactions that may adversely affect holders of the exchange notes.***

The Indenture does not limit the amount of debt that we or our subsidiaries may incur. The Indenture does not contain any financial covenants or other provisions that would afford the holders of the exchange notes any

substantial protection in the event we participate in a highly leveraged transaction. In addition, the Indenture does not limit our ability to pay dividends, make distributions or repurchase our common shares. As a result of the foregoing, when evaluating the terms of the exchange notes, you should be aware that the terms of the Indenture and the exchange notes do not restrict our ability to engage in, or to otherwise be a party to, a variety of corporate transactions, circumstances and events that could have an adverse impact on your investment in the exchange notes.

***There is no established trading market for the exchange notes.***

The exchange notes are a new issue of securities for which there is no established trading market. As a result, an active trading market for the exchange notes may not develop. If an active trading market does not develop or is not maintained for the exchange notes, the market price and liquidity of such exchange notes may be adversely affected. In that case, you may not be able to sell your exchange notes at a particular time or at a favorable price.

***Changes in credit ratings issued by nationally recognized statistical rating organizations could adversely affect the market price or liquidity of the exchange notes.***

Credit rating agencies rate our debt securities based on factors that include our operating results, actions that we take, their view of the general outlook for our industry and their view of the general outlook for the economy. Actions taken by the rating agencies can include maintaining, upgrading or downgrading the current rating or placing us on a watch list for possible future downgrading. If the credit rating of the exchange notes is downgraded, or if we are placed on a watch list for possible future downgrading, you may not be able to resell your exchange notes without a substantial discount, and our cost of financing would increase. See “Description of Notes—Interest Rate Adjustment.”

***Because your right to require repurchase of the exchange notes is limited, the trading price of the exchange notes may decline if we enter into a transaction that is not a change of control repurchase event under the Indenture.***

The term “change of control repurchase event” under the Indenture is limited and does not include every event that might cause the trading price of the exchange notes to decline. The right of the holders of the exchange notes to require the Issuer to repurchase the exchange notes upon a change of control repurchase event may not preserve the value of the exchange notes in the event of a highly leveraged transaction, reorganization, merger or similar transaction. We could engage in many types of transactions, such as acquisitions, refinancings or recapitalizations, any of which could substantially affect our capital structure and the value of the exchange notes but may not constitute a change of control repurchase event that permits holders to require the Issuer to repurchase their exchange notes. See “Description of Notes—Repurchase at the Option of Holders on Certain Changes of Control.”

***The Issuer may not be able to repurchase the exchange notes upon a change of control repurchase event.***

Upon the occurrence of a change of control repurchase event, as defined in the Indenture, each holder of exchange notes will have the right to require the Issuer to repurchase all or any part of such holder’s exchange notes at a price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to, but not including, the date of repurchase. If we experience a change of control repurchase event, we cannot assure you that the Issuer would have sufficient financial resources available to satisfy its obligations to repurchase the exchange notes. The Issuer’s failure to repurchase the exchange notes as required under the Indenture would result in a default under the Indenture, which could result in defaults under the instruments governing our other indebtedness, including the acceleration of the payment of any borrowings thereunder, and have material adverse consequences for us and the holders of the exchange notes. See “Description of Notes—Repurchase at the Option of Holders on Certain Changes of Control.”

***Holders of the exchange notes may not be able to determine when a change of control giving rise to their right to have the exchange notes repurchased has occurred following a sale of "substantially all" of our assets.***

A change of control repurchase event, as defined in the Indenture, gives each holder of exchange notes the right to require the Issuer to make an offer to repurchase all or any part of such holder's exchange notes. One of the circumstances under which a change of control, which is a condition to a change of control repurchase event, may occur is upon the sale or disposition of "all or substantially all" of our assets. There is no precise established definition of the phrase "substantially all" under applicable law, and the interpretation of that phrase will likely depend upon particular facts and circumstances. Accordingly, the ability of a holder of exchange notes to require the Issuer to repurchase its exchange notes as a result of a sale of less than all of our assets to another person is uncertain.

***Credit ratings on the exchange notes may not reflect all risks.***

The outstanding unregistered notes are and the exchange notes will, upon issuance, be publicly rated by one or more credit rating agencies. Any such ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above or incorporated by reference herein and other factors that may affect the value of the exchange notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

***Insolvency laws of Luxembourg or other local insolvency laws may preclude holders of the exchange notes from recovering payments due on the exchange notes and may not be as favorable to you as those of another jurisdiction with which you may be familiar.***

The Issuer is a private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg. In the event that the Issuer experiences financial difficulty, it is not possible to predict with certainty in which jurisdiction or jurisdictions insolvency or similar proceedings would be commenced, or the outcome of such proceedings.

The insolvency laws of Luxembourg may not be as favorable to holders of exchange notes as insolvency laws of other jurisdictions with which investors may be familiar. The Issuer is organized and has (i) its central administration for the purposes of the Luxembourg act dated 10 August 1915 on commercial companies, as amended (the "*Companies Act 1915*"), and (ii) its center of main interests (*centre des intérêts principaux*), for the purposes of the Council Regulation (EU) 2015/848 of the European Parliament and of the Council of May 20, 2015 on insolvency proceedings (recast), as amended (the "EU Insolvency Regulation"), in Luxembourg. Accordingly, insolvency proceedings affecting the Issuer would be governed by Luxembourg insolvency laws.

The determination of where the Issuer has its "center of main interests" would be a question of fact. The courts would have to take into consideration a number of factors in determining the center of main interests of a debtor, including, in particular, where board meetings are held, the location where the debtor conducts the majority of its business or has its head office and the location where the majority of the debtor's creditors are established. A debtor's center of main interests is not a static concept and may change from time to time but is determined for the purposes of deciding which courts have competent jurisdiction to commence insolvency proceedings at the time of the filing of the insolvency petition.

***U.S. investors in the exchange notes may have difficulties enforcing certain civil liabilities against us or the Issuer in the United States.***

The Issuer is a private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, and the Parent Guarantor is an exempted company organized under the laws of Bermuda. Substantially all of our assets and operations are located, and substantially all of our revenues are derived from, outside the United States. As a result, you may not be able obtain or enforce judgments from U.S. courts against

us based on the civil liability provisions of the securities laws of the United States. In addition, there is some doubt as to whether the courts of Bermuda and other countries would recognize or enforce judgments of United States courts obtained against us or our directors or officers based on the civil liability or penal provisions of the federal or state securities laws of the United States or would hear actions against us or those persons based on those laws.

The United States and Luxembourg are not currently bound by a treaty providing for reciprocal recognition and enforcement of judgments, other than arbitral awards rendered in civil and commercial matters. Similarly, the United States and Bermuda do not currently have a treaty providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. Some remedies available under the laws of U.S. jurisdictions, including some remedies available under the U.S. federal securities laws, may not be allowed in Luxembourg or Bermuda courts as contrary to that jurisdiction’s public policy. Therefore, a final judgment for the payment of money rendered by any federal or state court in the United States based on civil liability, whether or not based solely on United States federal or state securities laws, would not automatically be enforceable in Luxembourg or Bermuda (and may not be enforceable at all). Similarly, those judgments may not be enforceable in countries other than the United States.

## RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our consolidated ratio of earnings to fixed charges for each of the periods indicated. You should read this table in conjunction with the consolidated financial statements and notes incorporated by reference in this prospectus.

| | Three Months Ended March 31, | Fiscal Year Ended December 31, | | | | |
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| | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 |
| Consolidated Ratio of Earnings to Fixed Charges | 5.7x | 6.8x | 10.2x | 6.7x | 6.2x | 6.8x |

For purposes of calculating the ratio of earnings to fixed charges, “earnings” consists of income before income taxes, fixed charges, amortization of capitalized interest, adjusted for interest capitalized and noncontrolling interest in pre-tax income of subsidiaries that have not incurred fixed charged. “Fixed charges” consist of interest expense, the amortization of debt issuance costs, an estimate of interest as a component of rental expense and interest on unrecognized tax benefits.

## USE OF PROCEEDS

The exchange offer is intended to satisfy our obligations under the registration rights agreement that we entered into in connection with the private offering of the outstanding unregistered notes. We will not receive any cash proceeds from the issuance of the exchange notes in the exchange offer. As consideration for issuing the exchange notes as contemplated by this prospectus, we will receive in exchange a like principal amount of outstanding unregistered notes, the terms of which are identical in all material respects to the terms of the exchange notes, except that the transfer restrictions, registration rights and additional interest provisions applicable to the outstanding unregistered notes will not apply to the exchange notes. The outstanding unregistered notes that are surrendered in exchange for the exchange notes will be retired and cancelled and cannot be reissued. As a result, the issuance of the exchange notes will not result in any change to our capitalization.

## THE EXCHANGE OFFER

### General

The Issuer hereby offers to exchange a like principal amount of exchange notes for any or all outstanding unregistered notes on the terms and subject to the conditions set forth in this prospectus and the Letter of Transmittal. You may tender some or all of your outstanding unregistered notes pursuant to the exchange offer.

As of the date of this prospectus, $350.0 million aggregate principal amount of 3.700% Senior Notes due 2022 that were issued in a private offering on March 27, 2017 are outstanding. This prospectus, together with the Letter of Transmittal, is first being sent to all holders of outstanding unregistered notes known to us on or about , 2018. The Issuer's obligation to accept outstanding unregistered notes for exchange pursuant to the exchange offer is subject to certain conditions set forth under "—Conditions to the Exchange Offer" below. The Issuer currently expects that each of the conditions will be satisfied and that no waivers will be necessary.

### Purpose and Effect of the Exchange Offer

We entered into a registration rights agreement with the initial purchasers of the outstanding unregistered notes pursuant to which we agreed to file a registration statement relating to an offer to exchange the outstanding unregistered notes for exchange notes. We also agreed to use our commercially reasonable efforts to cause this registration statement to be declared effective and to cause the exchange offer to be consummated within 455 days after the issue date. The exchange notes will have terms identical in all material respects to the terms of the outstanding unregistered notes, except that the exchange notes will not contain terms with respect to registration rights, additional interest for failure to fulfill certain of our obligations under the registration rights agreement and transfer restrictions.

Under the circumstances set forth below, we will use commercially reasonable efforts to cause the SEC to declare effective a shelf registration statement with respect to the resale of the outstanding unregistered notes within the time periods specified in the registration rights agreement and to keep the shelf registration statement effective for a period of one year (or for such longer period if extended pursuant to the registration rights agreement) from the issue date or such shorter period that will terminate when all the securities covered by such shelf registration statement (i) have been sold pursuant thereto or (ii) have been distributed to the public pursuant to Rule 144 under the Securities Act (the period during which a shelf registration statement is required to remain continuously effective, the "shelf registration period"). These circumstances include if:

- changes in law or in applicable interpretations thereof by the staff of the SEC do not permit us to effect the exchange offer;
- the exchange offer is not consummated within 455 days of the issue date (or, if the 455th day is not a business day, the first business day thereafter);
- the initial purchasers so request with respect to outstanding unregistered notes that are not eligible to be exchanged for exchange notes in the exchange offer and held by them following consummation of the exchange offer; or
- any holder (other than an exchanging broker-dealer or an affiliate) is not eligible to participate in the exchange offer or, in the case of any holder (other than an exchanging broker-dealer or an affiliate) that participates in the exchange offer, such holder does not receive freely tradeable exchange notes on the date of the exchange.

If we fail to comply with certain obligations under the registration rights agreement, we will be required to pay additional interest to holders of the outstanding unregistered notes required to be registered on a shelf registration statement.

Each holder of outstanding unregistered notes that wishes to exchange its outstanding unregistered notes for exchange notes in the exchange offer will be required to represent to us that at the time of the consummation of the exchange offer:

- any exchange notes to be received by such holder will be acquired in the ordinary course of its business;
- such holder will have no arrangements or understanding with any person to participate, and is not participating, in a "distribution," as defined in the Securities Act, of the outstanding unregistered notes or the exchange notes;
- such holder is not an "affiliate," as defined in Rule 405 of the Securities Act, of the Issuer or, if it is an affiliate, such holder will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;
- if such holder is not a broker-dealer, it is not engaged in, and does not intend to engage in, a "distribution" of the exchange notes;
- if such holder is a broker-dealer, it will receive exchange notes for its own account in exchange for outstanding unregistered notes that were acquired as a result of market-making or other trading activities and it will deliver a prospectus that meets the requirements of the Securities Act in connection with any resale or other transfer of such exchange notes (see "Plan of Distribution");
- it has full power and authority to tender, exchange, sell, assign and transfer the outstanding unregistered notes it is tendering, and we will acquire good, marketable and unencumbered title to such outstanding unregistered notes, free and clear of all security interests, liens, restrictions, charges and encumbrances or other obligations relating to their sale or transfer and not subject to any adverse claim when such outstanding unregistered notes are accepted by us; and
- it is not acting on behalf of any person who, to its knowledge, could not truthfully make the foregoing representations.

**Resale of Exchange Notes**

Based on interpretations by the staff of the SEC as set forth in no-action letters issued to third parties referred to below, we believe that you may resell or otherwise transfer exchange notes issued in the exchange offer without complying with the registration and prospectus delivery provisions of the Securities Act, if:

- you are acquiring the exchange notes in the ordinary course of your business;
- you do not have an arrangement or understanding with any person to participate in a "distribution," as defined in the Securities Act, of the exchange notes;
- you are not an "affiliate," as defined in Rule 405 of the Securities Act, of the Issuer; and
- you are not engaged in, and do not intend to engage in, a "distribution" of the exchange notes.

The Issuer has not entered into any arrangement or understanding with any person who will receive exchange notes in the exchange offer to distribute such exchange notes following completion of the exchange offer, and the Issuer is not aware of any person that will participate in the exchange offer with a view to distribute the exchange notes. If you are an affiliate of the Issuer, or are engaging in, or intend to engage in, or have any arrangement or understanding with any person to participate in, a "distribution" of the exchange notes, or are not acquiring the exchange notes in the ordinary course of your business, then:

- you cannot rely on the position of the staff of the SEC enunciated in *Morgan Stanley & Co., Inc.* (available June 5, 1991) and *Exxon Capital Holdings Corp.* (available May 13, 1988), as interpreted in the SEC's letter to *Shearman & Sterling* dated July 2, 1993, or similar no-action letters; and

- in the absence of an exception to the position stated immediately above, you must (i) comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the exchange notes and (ii) be identified as an underwriter in the prospectus.

This prospectus may be used for an offer to resell, for the resale or for other retransfer of exchange notes only as specifically set forth in this prospectus. With regard to broker-dealers, only broker-dealers that acquired the outstanding unregistered notes as a result of market-making activities or other trading activities may participate in the exchange offer. Each broker-dealer that receives exchange notes for its own account in exchange for outstanding unregistered notes where such outstanding unregistered notes were acquired by such broker dealer as a result of market-making activities or other trading activities must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. Please read "Plan of Distribution" for more details regarding the transfer of exchange notes.

**Terms of the Exchange Offer**

On the terms and subject to the conditions set forth in this prospectus and in the Letter of Transmittal, we will accept for exchange in the exchange offer outstanding unregistered notes that are validly tendered and not validly withdrawn prior to the expiration date. Outstanding unregistered notes may only be tendered in denominations of $2,000 and integral multiples of $1,000 in excess of $2,000. We will issue $2,000 principal amount, or an integral multiple of $1,000, of exchange notes in exchange for a corresponding principal amount of outstanding unregistered notes surrendered in the exchange offer.

The terms of the exchange notes will be substantially identical to the terms of the outstanding unregistered notes, except that the exchange notes will not contain terms with respect to registration rights, additional interest for failure to fulfill certain of our obligations under the registration rights agreement or transfer restrictions. The exchange notes will evidence the same debt as the outstanding unregistered notes. The exchange notes will be issued under and entitled to the benefits of the Indenture. The exchange notes and the outstanding unregistered notes will constitute a single class for all purposes under the Indenture. For a description of the Indenture, please see "Description of Notes."

On the terms and subject to the conditions set forth in this prospectus and the Letter of Transmittal, the Parent Guarantor offers to issue a new guarantee with respect to all exchange notes issued in the exchange offer. Throughout this prospectus, unless the context otherwise requires and whether so expressed or not, references to the "exchange offer" include the Parent Guarantor's offer to exchange the new guarantee of the exchange notes for the old guarantee of the outstanding unregistered notes, references to the "exchange notes" include the new guarantee thereof and references to the "outstanding unregistered notes" include the old guarantee thereof.

The exchange offer is not conditioned upon any minimum aggregate principal amount of outstanding unregistered notes being tendered for exchange.

As of the date of this prospectus, $350.0 million aggregate principal amount of notes that were issued in the private offering on March 27, 2017 are outstanding. This prospectus and the Letter of Transmittal are being sent to all registered holders of outstanding unregistered notes. There will be no fixed record date for determining registered holders of outstanding unregistered notes entitled to participate in the exchange offer.

We intend to conduct the exchange offer in accordance with the provisions of the registration rights agreement, the applicable requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC. Outstanding unregistered notes that are not tendered for exchange in the exchange offer will remain outstanding and continue to accrue interest and will be entitled to the rights and benefits that such holders have under the Indenture, except for any rights under the registration rights agreement that by their terms terminate upon the consummation of the exchange offer.

We will be deemed to have accepted for exchange properly tendered outstanding unregistered notes when we have given oral (promptly confirmed in writing) or written notice of the acceptance to the exchange agent. The exchange agent will act as agent for the tendering holders for the purposes of receiving the exchange notes from us and delivering exchange notes to holders. Subject to the terms of the registration rights agreement, we expressly reserve the right to amend or terminate the exchange offer and to refuse to accept outstanding unregistered notes not previously accepted for exchange due to the failure of any of the conditions specified below under "—Conditions to the Exchange Offer."

Holders who tender outstanding unregistered notes in the exchange offer will not be required to pay brokerage commissions or fees or, subject to the instructions in the Letter of Transmittal, transfer taxes with respect to the exchange of outstanding unregistered notes. We will pay all charges and expenses, other than certain applicable taxes described below, in connection with the exchange offer. It is important that you read "—Fees and Expenses" below for more details regarding fees and expenses incurred in the exchange offer.

**Expiration Date, Extensions and Amendments**

As used in this prospectus, the term "expiration date" means 12:00 a.m. midnight, New York City time, at the end of the day on , 2018. However, if we, in our sole discretion, extend the period of time for which the exchange offer is open, the term "expiration date" will mean the latest time and date to which we shall have extended the expiration of the exchange offer.

To extend the period of time during which the exchange offer is open, we will notify the exchange agent of any extension in writing, followed by notification to the registered holders of the outstanding unregistered notes, no later than 9:00 a.m., New York City time, on the business day after the previously scheduled expiration date.

We reserve the right, in our sole discretion:

- to delay accepting for exchange any outstanding unregistered notes (only if we amend or extend the exchange offer);
- to extend the exchange offer or to terminate the exchange offer and to refuse to accept outstanding unregistered notes not previously accepted for exchange if any of the conditions set forth below under "—Conditions to the Exchange Offer" has not been satisfied, by giving oral or written notice of such delay, extension or termination to the exchange agent; and
- subject to the terms of the registration rights agreement, to amend the terms of the exchange offer in any manner.

Any delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by written notice to the registered holders of the outstanding unregistered notes. If we amend the exchange offer in a manner that we determine to constitute a material change, including the waiver of a material condition, we will promptly disclose the amendment by press release or other public announcement as required by Rule 14e-1(d) of the Exchange Act and will extend the offer period if necessary so that at least five business days remain in the exchange offer following notice of the material change.

**Conditions to the Exchange Offer**

Despite any other term of the exchange offer, we will not be required to accept for exchange, or to issue exchange notes in exchange for, any outstanding unregistered notes, and we may terminate or amend the exchange offer as provided in this prospectus before accepting any outstanding unregistered notes for exchange, if:

- the exchange offer, or the making of any exchange by a holder of outstanding unregistered notes, violates any applicable law or interpretation thereof by the staff of the SEC;

- any action or proceeding shall have been instituted or threatened in any court or by any governmental agency that might materially impair our ability to proceed with the exchange offer, or any material adverse development shall have occurred in any existing action or proceeding with respect to us; or
- all governmental approvals shall not have been obtained, which approvals we deem necessary for the consummation of the exchange offer.

In addition, we will not be obligated to accept for exchange the outstanding unregistered notes of any holder that has not made to us:

- the representations described under "—Purpose and Effect of the Exchange Offer"; and
- any other representations as may be reasonably necessary under applicable SEC rules, regulations or interpretations to make available to us an appropriate form for registration of the exchange notes under the Securities Act.

We expressly reserve the right at any time or at various times to extend the period of time during which the exchange offer is open. Consequently, we may delay acceptance of any outstanding unregistered notes by notice, press release or other public announcement as required by Rule 14e-1(d) of the Exchange Act of such extension to their holders. During any such extensions, all outstanding unregistered notes previously tendered will remain subject to the exchange offer, and we may accept them for exchange. We will return any outstanding unregistered notes that we do not accept for exchange for any reason without expense to their tendering holder promptly after the expiration or termination of the exchange offer.

We expressly reserve the right to amend or terminate the exchange offer and to reject for exchange any outstanding unregistered notes not previously accepted for exchange upon the occurrence of any of the conditions to the exchange offer specified above. We will give notice by press release or other public announcement as required by Rule 14e-1(d) of the Exchange Act of any extension, amendment, non-acceptance or termination to the holders of the outstanding unregistered notes. In the case of any extension, such notice will be issued no later than 9:00 a.m., New York City time, on the business day after the previously scheduled expiration date.

These conditions are for our sole benefit, and we may assert them, regardless of the circumstances that may give rise to them so long as such circumstances do not arise due to our action or inaction, or waive them in whole or in part at any or at various times in our sole discretion. If we fail at any time to exercise any of the foregoing rights, this failure will not constitute a waiver of such right. Each such right will be deemed an ongoing right that we may assert at any time or at various times.

**Approvals**

Other than the registration of the exchange notes under the Securities Act and the qualification of the Trustee (as defined below) and the Indenture under the Trust Indenture Act of 1939 (the "Trust Indenture Act"), there are no federal or state regulatory requirements that must be complied with prior to the commencement of the exchange offer.

**Procedures for Tendering Outstanding Unregistered Notes**

Only a holder of outstanding unregistered notes may tender its outstanding unregistered notes in the exchange offer. To tender outstanding unregistered notes in the exchange offer, a holder must comply with either of the following:

- complete, sign and date the Letter of Transmittal or a facsimile of the Letter of Transmittal, have the signature on the Letter of Transmittal guaranteed if required by the Letter of Transmittal and mail or deliver such Letter of Transmittal or facsimile to the exchange agent prior to the expiration date; or
- DTC's ATOP procedures described below.

In addition, prior to the expiration date, either:

- the exchange agent must receive outstanding unregistered notes along with the Letter of Transmittal; or
- the exchange agent must receive a timely confirmation of a book-entry transfer (a "book-entry confirmation") of outstanding unregistered notes into the exchange agent's account at DTC according to the procedure for book-entry transfer described below or a properly transmitted "agent's message," as defined below; or
- the holder must comply with the guaranteed delivery procedures described below.

To be tendered effectively, the exchange agent must receive any physical delivery of the Letter of Transmittal and other required documents at the address set forth below under "—Exchange Agent" prior to the expiration date.

A tender to us that is not withdrawn prior to the expiration date constitutes an agreement between us and the tendering holder upon the terms and subject to the conditions described in this prospectus and in the Letter of Transmittal.

The method of delivery of outstanding unregistered notes, the Letter of Transmittal and all other required documents to the exchange agent is at the holder's election and risk. Rather than mail these items, we recommend that holders use an overnight or hand delivery service. In all cases, holders should allow sufficient time to assure timely delivery to the exchange agent before the expiration date. Holders should not send Letters of Transmittal or certificates representing outstanding unregistered notes to us. Holders may request that their respective brokers, dealers, commercial banks, trust companies or other nominees effect the above transactions for them.

If you are a beneficial owner whose outstanding unregistered notes are held in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to participate in the exchange offer, you should promptly contact such party and instruct such person to tender outstanding unregistered notes on your behalf. If you are a beneficial owner and you wish to tender your outstanding unregistered notes on your own behalf, you must, prior to completing and executing the Letter of Transmittal and delivering your outstanding unregistered notes, either make appropriate arrangements to register ownership of the outstanding unregistered notes in your own name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time.

You must make these arrangements or follow these procedures before completing and executing the Letter of Transmittal and delivering the outstanding unregistered notes.

Signatures on the Letter of Transmittal or a notice of withdrawal, as the case may be, must be guaranteed by an eligible institution (as defined below), unless the outstanding unregistered notes surrendered for exchange are being or were tendered:

- by a registered holder of the outstanding unregistered notes who has not completed the box entitled "Special Registration Instructions" or "Special Delivery Instructions" on the Letter of Transmittal; or
- for the account of an eligible institution.

In the event that signatures on a Letter of Transmittal or a notice of withdrawal, as the case may be, are required to be guaranteed, such guarantee must be by a financial institution (including most banks, savings and loan associations and brokerage houses) that is a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program or the Stock Exchanges Medallion Program (each such entity, an "eligible institution").

If the applicable Letter of Transmittal is signed by a person other than the registered holder of any outstanding unregistered notes listed on the outstanding unregistered notes, such outstanding unregistered notes must be endorsed or accompanied by a properly completed bond power. The bond power must be signed by the registered holder as the registered holder's name appears on the outstanding unregistered notes, and an eligible institution must guarantee the signature on the bond power.

If the applicable Letter of Transmittal or any certificates representing outstanding unregistered notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, those persons should also so indicate when signing and, unless waived by us, they should also submit evidence satisfactory to us of their authority to so act.

Any financial institution that is a participant in DTC's system may, instead of physically completing and signing the Letter of Transmittal and delivering it to the exchange agent, electronically transmit their tender of outstanding unregistered notes in the exchange offer by causing DTC to transfer their outstanding unregistered notes into the exchange agent's DTC account in accordance with DTC's electronic ATOP procedures for such transfer, as set forth below under the caption "—Book-Entry Delivery Procedures."

Each broker-dealer that receives exchange notes for its own account in exchange for outstanding unregistered notes that were acquired by such broker-dealer as a result of market-making activities or other trading activities must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. See "Plan of Distribution."

**Acceptance of Exchange Notes**

In all cases, we will promptly issue exchange notes for outstanding unregistered notes that we have accepted for exchange only after the exchange agent timely receives:

- outstanding unregistered notes or a timely book-entry confirmation of such outstanding unregistered notes into the exchange agent's account at the applicable book-entry transfer facility; and
- a properly completed and duly executed Letter of Transmittal and all other required documents or a properly transmitted agent's message.

By tendering outstanding unregistered notes pursuant to the exchange offer, you will represent to us that, among other things:

- any exchange notes to be received by you will be acquired in the ordinary course of your business;
- you have no arrangements or understanding with any person to participate, and are not participating, in a "distribution," as defined in the Securities Act, of the outstanding unregistered notes or the exchange notes;
- you are not an "affiliate," as defined in Rule 405 of the Securities Act, of the Issuer, or if you are an affiliate, you will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;
- if you are not a broker-dealer, you are not engaged in, and do not intend to engage in, a "distribution" of the exchange notes;
- if you are a broker-dealer that will receive exchange notes for your own account in exchange for outstanding unregistered notes that were acquired as a result of market-making or other trading activities, you will deliver a prospectus that meets the requirements of the Securities Act in connection with any resale or other transfer of such exchange notes (see "Plan of Distribution");
- you have full power and authority to tender, exchange, sell, assign and transfer the outstanding unregistered notes you are tendering, and we will acquire good, marketable and unencumbered title to

such outstanding unregistered notes, free and clear of all security interests, liens, restrictions, charges and encumbrances or other obligations relating to their sale or transfer and not subject to any adverse claim when such outstanding unregistered notes are accepted by us; and

- you are not acting on behalf of any person who, to your knowledge, could not truthfully make the foregoing representations.

The applicable Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. See "Plan of Distribution."

We will interpret the terms and conditions of the exchange offer, including the Letters of Transmittal and the instructions to the Letters of Transmittal, and will resolve all questions as to the validity, form, eligibility, including time of receipt, and acceptance of outstanding unregistered notes tendered for exchange. Our determinations in this regard will be final and binding on all parties. We reserve the absolute right to reject any and all tenders of any particular outstanding unregistered notes not properly tendered or if acceptance of such outstanding unregistered notes might, in our or our counsel's judgment, be unlawful. We also reserve the absolute right to waive any defects or irregularities as to any tender of any particular outstanding unregistered notes prior to the expiration date.

Unless waived, any defects or irregularities in connection with tenders of outstanding unregistered notes for exchange must be cured within such reasonable period of time as we determine. Neither we nor the exchange agent nor any other person will be under any duty to give notification of any defect or irregularity with respect to any tender of outstanding unregistered notes for exchange, nor will we or any of them incur any liability for any failure to give notification. Any outstanding unregistered notes received by the exchange agent that are not properly tendered and as to which the irregularities have not been cured or waived will be returned by the exchange agent to the tendering holder, unless otherwise provided in the applicable Letter of Transmittal, promptly after the expiration date.

**Book-Entry Delivery Procedures**

Promptly after the date of this prospectus, the exchange agent will establish an account with respect to the outstanding unregistered notes at DTC, as the book-entry transfer facility, for purposes of the exchange offer. Any financial institution that is a participant in DTC's system may make book-entry delivery of the outstanding unregistered notes by causing DTC to transfer those outstanding unregistered notes into the exchange agent's account at DTC in accordance with DTC's ATOP procedures for such transfer. To be timely, book-entry delivery of outstanding unregistered notes requires receipt of a book-entry confirmation prior to the expiration date. In addition, although delivery of outstanding unregistered notes may be effected through book-entry transfer into the exchange agent's account at DTC, the applicable Letter of Transmittal or a manually signed facsimile thereof, together with any required signature guarantees and any other required documents, or an "agent's message," as defined below, in connection with a book-entry transfer, must, in any case, be delivered or transmitted to and received by the exchange agent at its address set forth below under the caption "—Exchange Agent" prior to the expiration date, or the guaranteed delivery procedure described below must be complied with. The term "agent's message" means a message transmitted by DTC and received by the exchange agent and forming part of the book-entry confirmation of the electronic tender, that states that DTC has received an express acknowledgment from a participant in its ATOP that is tendering outstanding unregistered notes that are the subject of the book-entry confirmation that:

- the participant has received and agrees to be bound by the terms of the Letter of Transmittal or, in the case of an agent's message relating to guaranteed delivery, such participant has received and agrees to be bound by the applicable notice of guaranteed delivery; and
- we may enforce that agreement against such participant.

Tender will not be deemed made until such documents are, or an agent's message is, received by the exchange agent. Delivery of documents to DTC does not constitute delivery to the exchange agent.

**Guaranteed Delivery Procedures**

If you wish to tender your outstanding unregistered notes, but your outstanding unregistered notes are not immediately available or you cannot deliver your outstanding unregistered notes or any other required documents to the exchange agent or comply with the applicable procedures under DTC's ATOP prior to the expiration date, you may still tender if:

- the tender is made through an "eligible institution";
- prior to the expiration date, the exchange agent receives from such eligible institution either: (i) a properly completed and duly executed Letter of Transmittal, or facsimile thereof, and notice of guaranteed delivery, by facsimile transmission, mail or hand delivery or (ii) a properly transmitted agent's message and notice of guaranteed delivery that (a) sets forth your name and address, the certificate number(s) of such outstanding unregistered notes and the principal amount of outstanding unregistered notes tendered; (b) states that the tender is being made by that notice of guaranteed delivery and (c) guarantees that, within three New York Stock Exchange trading days after the expiration date, the outstanding unregistered notes or a book-entry confirmation, and any other documents required by the Letter of Transmittal, will be deposited by the eligible institution with the exchange agent; and
- the exchange agent receives the certificate(s) representing all tendered outstanding unregistered notes in proper form for transfer or a book-entry confirmation of transfer of the outstanding unregistered notes into the exchange agent's account at DTC, and all other documents required by Letter of Transmittal within three New York Stock Exchange trading days after the expiration date.

Upon request, the exchange agent will send to you a notice of guaranteed delivery if you did not receive one and you wish to tender your outstanding unregistered notes according to the guaranteed delivery procedures.

**Withdrawal Rights**

Except as otherwise provided in this prospectus, you may withdraw your tender of outstanding unregistered notes at any time prior to 12:00 a.m. midnight, New York City time, at the end of the day on the expiration date. For a withdrawal to be effective:

- the exchange agent must receive a written notice of withdrawal, which may be by telegram, telex, facsimile or letter; or
- you must comply with the appropriate procedures of DTC's ATOP system;

Any notice of withdrawal must:

- specify the name of the person who tendered the outstanding unregistered notes to be withdrawn;
- identify the outstanding unregistered notes to be withdrawn, including the certificate numbers and principal amount of the outstanding unregistered notes to be withdrawn; and
- where certificates for outstanding unregistered notes have been transmitted, specify the name in which such outstanding unregistered notes were registered, if different from that of the withdrawing holder.

If certificates for outstanding unregistered notes have been delivered or otherwise identified to the exchange agent, then, prior to the release of such certificates, you must also submit:

- the serial numbers of the particular certificates to be withdrawn; and

- a signed notice of withdrawal with signatures guaranteed by an eligible institution (unless you are an eligible institution).

If outstanding unregistered notes have been tendered pursuant to the procedures for book-entry transfer described above, any notice of withdrawal must specify the name and number of the account at the applicable book-entry transfer facility to be credited with the withdrawn outstanding unregistered notes and otherwise comply with the procedures of the facility. We will determine all questions as to the validity, form and eligibility, including time of receipt, of notices of withdrawal, and our determination will be final and binding on all parties. Any outstanding unregistered notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer. Any outstanding unregistered notes that have been tendered for exchange but that are not exchanged for any reason will be returned to their holder, without cost to the holder, or, in the case of book-entry transfer, the outstanding unregistered notes will be credited to an account at the applicable book-entry transfer facility, promptly after withdrawal, rejection of tender or termination of the applicable exchange offer. Properly withdrawn outstanding unregistered notes may be retendered by following the procedures described under "—Procedures for Tendering Outstanding Unregistered Notes" above at any time on or prior to the expiration date.

**Exchange Agent**

Wells Fargo Bank, National Association has been appointed as the exchange agent for the exchange offer. Wells Fargo Bank, National Association also acts as trustee under the Indenture. You should direct all executed Letters of Transmittal and all questions and requests for assistance with respect to tendering procedures, requests for additional copies of this prospectus or of the Letters of Transmittal and requests for notices of guaranteed delivery to the exchange agent addressed as follows:

*By Mail, Hand or Overnight Delivery:*

BondHolder Communications
Wells Fargo Bank, N.A.
Corporate Trust Operations
MAC N9300-070
600 South Fourth Street
Minneapolis, MN 55402

*By Facsimile:*

(612) 667-6282

*For Information or Confirmation by Telephone:*

(800) 344-5128

*By Electronic Mail:*

bondholdercommunications@wellsfargo.com

If you deliver the Letter of Transmittal to an address other than the one set forth above or transmit instructions via facsimile other than as set forth above, that delivery or those instructions will not be effective.

**Fees and Expenses**

The registration rights agreement provides that we will bear all expenses in connection with the performance of our obligations relating to the registration of the exchange notes and the conduct of the exchange offer. These expenses include registration and filing fees, accounting and legal fees and printing costs, among others. We will pay the exchange agent's reasonable and customary fees for its services and reasonable out-of-pocket expenses. We will also reimburse brokerage houses and other custodians, nominees and fiduciaries for customary mailing and handling expenses incurred by them in forwarding this prospectus and related documents to their clients that are holders of outstanding unregistered notes and for handling or tendering for such clients.

We have not retained any dealer manager in connection with the exchange offer and will not pay any fee or commission to any broker, dealer, nominee or other person, other than the exchange agent, for soliciting tenders of outstanding unregistered notes pursuant to the exchange offer.

**Accounting Treatment**

We will record the exchange notes in our accounting records at the same carrying value as the outstanding unregistered notes, which is the aggregate principal amount as reflected in our accounting records on the date of exchange. Accordingly, we will not recognize any gain or loss for accounting purposes upon the consummation of the exchange offer. We will record the expenses of the exchange offer as incurred.

**Transfer Taxes**

We will pay all transfer taxes, if any, applicable to the exchanges of outstanding unregistered notes pursuant to the exchange offer. The tendering holder, however, will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if:

- certificates representing outstanding unregistered notes for principal amounts not tendered or accepted for exchange are to be delivered to, or are to be issued in the name of, any person other than the registered holder of outstanding unregistered notes tendered;
- tendered outstanding unregistered notes are registered in the name of any person other than the person signing the Letter of Transmittal; or
- a transfer tax is imposed for any reason other than the exchange of outstanding unregistered notes pursuant to the exchange offer.

If satisfactory evidence of payment of such taxes is not submitted with the Letter of Transmittal, the amount of such transfer taxes will be billed to that tendering holder.

**Consequences of Failure to Exchange**

If you do not exchange your outstanding unregistered notes for exchange notes pursuant to the exchange offer, your outstanding unregistered notes will remain subject to the restrictions on transfer of such outstanding unregistered notes as set forth in the legend printed on the outstanding unregistered notes as a consequence of the issuance of the outstanding unregistered notes pursuant to the exemptions from, or in transactions not subject to, the registration requirements of the Securities Act.

In general, you may not offer or sell your outstanding unregistered notes unless they are registered under the Securities Act or if the offer or sale is exempt from, or otherwise not subject to, registration under the Securities Act. Except as required by the registration rights agreement, we do not intend to register resales of the outstanding unregistered notes under the Securities Act.

**Other**

Participating in the exchange offer is voluntary, and you should carefully consider whether to accept. You are urged to consult your financial and tax advisors in making your own decision on what action to take.

We may in the future seek to acquire untendered outstanding unregistered notes in open market or privately negotiated transactions, through a subsequent exchange offer or otherwise. We have no present plans to acquire any outstanding unregistered notes that are not tendered in the exchange offer or to file a registration statement to permit resales of any untendered outstanding unregistered notes.

## DESCRIPTION OF NOTES

On March 27, 2017, we completed the private offering of $350,000,000 aggregate principal amount of 3.700% Senior Notes due 2022 (the "*Outstanding Unregistered Notes*"). As part of that offering, the Issuer, the Parent Guarantor and the initial purchasers of the Outstanding Unregistered Notes entered into a registration rights agreement pursuant to which we agreed, among other things, to exchange the Outstanding Unregistered Notes for new notes registered under the Securities Act of 1933, as amended (the "*Securities Act*"), with terms substantially identical to the terms of the Outstanding Unregistered Notes (the "*Exchange Notes*").

The Issuer issued the Outstanding Unregistered Notes, and will issue the Exchange Notes, under an indenture dated March 27, 2017, as supplemented by a first supplemental indenture (such indenture, together with such supplemental indenture, the "*Indenture*"), among the Issuer, the Parent Guarantor and Wells Fargo Bank, National Association, as trustee (the "*Trustee*").

Unless the context otherwise requires, references to the "notes" in this "Description of Notes" include the Outstanding Unregistered Notes and the Exchange Notes. Any Outstanding Unregistered Notes that remain outstanding after completion of the exchange offer, together with the Exchange Notes issued in such exchange offer, will be treated as a single class of securities under the Indenture. The terms of the Exchange Notes are substantially identical to the terms of the Outstanding Unregistered Notes, except that the Exchange Notes will not contain terms with respect to registration rights, additional interest for failure to fulfill certain of our obligations under the registration rights agreement and transfer restrictions.

The terms of the notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act.

The following "Description of Notes" is a summary of the material terms of the Indenture, the Parent Guarantee (as defined below) and the notes. You should read the Indenture and the notes for more details regarding our and the Parent Guarantor's obligations and your rights with respect to the notes because they, and not this "Description of Notes," define your rights as holders of the notes. In this "Description of Notes," all references to "the Issuer," "we," "our" and "us" mean Genpact Luxembourg S.à r.l. only, and the term "Securities" refers to all securities issuable from time to time under the Indenture, including securities that may be issued after the issuance of the notes.

### General

The notes will mature on April 1, 2022. Interest on the notes will accrue at the rate of 3.700% per annum. The interest rate payable on the notes will be subject to adjustment from time to time if either Moody's or S&P (or a substitute rating agency therefor) downgrades (or downgrades and subsequently upgrades) the credit rating assigned to the notes as described in "—Interest Rate Adjustment."

The notes are, and any Securities to be issued under the Indenture will be, our senior unsecured obligations and rank on the same basis with all of our other senior unsecured indebtedness from time to time outstanding. The Indenture does not limit the aggregate principal amount of Securities that may be issued under the Indenture. Without the consent of the holders, we may increase the aggregate principal amount of the notes in the future on the same terms and conditions (except for issuance date, issue price and, in some cases, the initial interest payment date) as the notes being offered hereby ("*Additional Notes*"). Additional Notes may only bear the same CUSIP number if they would be fungible for United States federal tax purposes with the existing notes.

If the maturity date of any notes falls on a day that is not a Business Day, payment of principal, premium, if any, and interest on such notes then due will be paid on the next Business Day. No interest on that payment will accrue from and after the maturity date. Payments of principal, premium, if any, and interest on the notes will be made by us through the Trustee to DTC. The Outstanding Unregistered Notes were, and the Exchange Notes will be, issued in the form of one or more fully registered global securities in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

**Interest**

We will make interest payments on the notes at the annual rate of interest set forth above semi-annually in arrears on April 1 and October 1 of each year, beginning on October 1, 2018 with respect to the Exchange Notes, to the holders of record of the notes at the close of business on the March 15 or September 15 immediately preceding the related interest payment date. Interest on the Exchange Notes will accrue from the most recent date on which interest on the corresponding Outstanding Unregistered Notes has been paid to, but excluding, the first interest payment date of the Exchange Notes and then from and including the immediately preceding interest payment date to which interest has been paid or duly provided for to, but excluding, the next interest payment date or the maturity date of the Exchange Notes, as the case may be. Interest on the notes will be paid on the basis of a 360-day year comprised of twelve 30-day months. If an interest payment date on the notes falls on a date that is not a Business Day, the related payment of interest shall be made on the next succeeding Business Day as if made on the date the payment was due, and no interest on such payment shall accrue for the period from and after such interest payment date to the date of such payment on the next succeeding Business Day.

**Genpact Guarantee**

The notes and the Issuer's obligations under the Indenture are guaranteed on a senior unsecured basis by the Parent Guarantor (the "*Parent Guarantee*"). Pursuant to the Parent Guarantee, the Parent Guarantor fully and unconditionally guarantees to each holder of notes and the Trustee, on a senior unsecured basis, the full and prompt payment of principal, premium, if any, and interest on the notes, when and as the same become due and payable, whether at stated maturity, upon redemption, by declaration of acceleration or otherwise, as well as any other amounts due and owing under the Indenture.

**Redemption**

*Optional Redemption*

Except as otherwise described below, the notes are redeemable in whole at any time or in part from time to time, at our option, prior to the Par Call Date, at a redemption price as calculated by us equal to the greater of:

- 100% of the principal amount of the notes to be redeemed; and
- the sum of the present values of the Remaining Scheduled Payments of principal and interest thereon that would be due if the notes matured on the Par Call Date (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the then current Treasury Rate plus 30 basis points,

plus accrued and unpaid interest, if any, on the amount being redeemed to, but excluding, the date of redemption (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

If we elect to redeem the notes on or after the Par Call Date, we will pay an amount equal to 100% of the principal amount of the notes redeemed, plus accrued and unpaid interest, if any, to, but excluding, the date of redemption (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Notice of redemption will be mailed at least 10 but not more than 30 days before the redemption date to each holder of record of the notes to be redeemed at its registered address. The notice of redemption for the notes will state, among other things, the amount of notes to be redeemed, the redemption date, the redemption price and the place or places that payment will be made upon presentation and surrender of notes to be redeemed. Unless we default in the payment of the redemption price, interest will cease to accrue on any notes that have been called for redemption at the redemption date. If fewer than all of the notes are to be redeemed at any time, not more than 45 days prior to the redemption date, the particular notes or portions thereof for redemption from the outstanding notes not previously called shall be selected in accordance with the procedures of DTC. The Trustee shall have no obligation to calculate any redemption price or premium.

**Redemption for Taxation Reasons**

The Issuer may redeem the notes in whole, but not in part, at any time upon giving not less than 10 nor more than 30 days' prior notice to the holders of the notes (which notice will be irrevocable) at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest, if any, to the date fixed for redemption (a "*Tax Redemption Date*") (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date) and all Additional Amounts (as defined below), if any, then due and which will become due on the Tax Redemption Date as a result of the redemption or otherwise, if we determine in good faith that, as a result of:

(1) any change in, or amendment to, the law or treaties (or any regulations or rulings promulgated thereunder) of a Relevant Taxing Jurisdiction (as defined below) affecting taxation; or

(2) any amendment to, or change in an official application, administration or written interpretation of such laws, treaties, regulations or rulings (including by reason of a holding, judgment or order by a court of competent jurisdiction or a change in published administrative practice) (each of the foregoing in clauses (1) and (2), a "*Change in Tax Law*"),

a Payor (as defined below) is, or on the next interest payment date in respect of the notes would be, required to pay Additional Amounts with respect to the notes and such obligation cannot be avoided by taking reasonable measures available to the Payor (including making payment through a paying agent located in another jurisdiction and, in the case of the Parent Guarantor, only if the payment giving rise to such requirement cannot be made by the Issuer without the obligation to pay Additional Amounts). Such Change in Tax Law must be publicly announced and become effective on or after the Issue Date (or if the applicable Relevant Taxing Jurisdiction became a Relevant Taxing Jurisdiction on a date after the Issue Date, such later date). The foregoing provisions shall apply *mutatis mutandis* to any successor Person, after such successor Person becomes a party to the Indenture, with respect to a Change in Tax Law occurring after the time such successor Person becomes a party to the Indenture.

Notwithstanding the foregoing, no such notice of redemption will be given earlier than 60 days prior to the earliest date on which the Payor would be obligated to make such payment of Additional Amounts. Prior to the publication or mailing of any notice of redemption of notes pursuant to the foregoing, the Issuer will deliver to the Trustee (a) an Officer's Certificate (as defined in the Indenture) stating that it is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to its right to so redeem have been satisfied and that the obligation to pay Additional Amounts cannot be avoided by the Payor taking reasonable measures available to it and (b) a written opinion of an independent tax counsel of recognized standing qualified under the laws of the Relevant Taxing Jurisdiction and reasonably satisfactory to the Trustee (such approval not to be unreasonably withheld) to the effect that the Payor has been or will become obligated to pay Additional Amounts as a result of a Change in Tax Law. The Trustee will accept and shall be entitled to rely on such Officer's Certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent described above, without further inquiry, in which event it will be conclusive and binding on the holders.

**Withholding Taxes**

All payments made by or on behalf of the Issuer or by the Parent Guarantor under or with respect to the Parent Guarantee (each of us or the Parent Guarantor and, in each case, any successor thereof, making such payment, the "*Payor*") in respect of the notes, will be made free and clear of, and without withholding or deduction for, or on account of, any present or future tax, duty, levy, assessment or other governmental charge, including any related interest, penalties or additions to tax ("*Taxes*"), unless the withholding or deduction of such Taxes is then required by law. If any deduction or withholding for, or on account of, any Taxes imposed or levied by or on behalf of:

(1) any jurisdiction from or through which payment is made by or on behalf of any Payor or any political subdivision or governmental authority thereof or therein having the power to tax (including the jurisdiction of the paying agent); or

(2) any other jurisdiction in which a Payor is incorporated or organized, engaged in business for tax purposes or otherwise considered to be a resident for tax purposes, or any political subdivision or governmental authority thereof or therein having the power to tax (each of clause (1) and (2), a "*Relevant Taxing Jurisdiction*"),

will at any time be required by law to be made from any payments made by or on behalf of any Payor or the paying agent with respect to any note or the Parent Guarantee, as applicable, including (without limitation) payments of principal, redemption price, interest or premium, if any, the Payor will pay (together with such payments) such additional amounts ("*Additional Amounts*") as may be necessary in order that the net amounts received in respect of such payments, after such withholding or deduction (including any such withholding or deduction from such Additional Amounts), will not be less than the amounts that would have been received in respect of such payments on any such note or the Parent Guarantee in the absence of such withholding or deduction; *provided*, *however*, that no such Additional Amounts will be payable for or on account of:

(1) any Taxes, to the extent such Taxes would not have been so imposed but for the existence of any present or former connection between the relevant holder (or between a fiduciary, settlor, beneficiary, member, partner or shareholder of, or possessor of power over, the relevant holder, if the relevant holder is an estate, nominee, trust, partnership, limited liability company or corporation) and the Relevant Taxing Jurisdiction (including, being resident for tax purposes, or being a citizen or resident or national of, or carrying on a business or maintaining a permanent establishment in, or being physically present in, the Relevant Taxing Jurisdiction) but excluding, in each case, any connection arising solely from the acquisition, ownership or holding of such note or the receipt of any payment or the exercise or enforcement of rights under such note or the Parent Guarantee or the Indenture;

(2) any Taxes, to the extent such Taxes are imposed or withheld by reason of the failure by the holder or the beneficial owner of the note to comply with a reasonable written request of the Payor addressed to the holder or beneficial owner, after reasonable notice (at least 30 days before any such withholding or deduction would be payable), to provide certification, information, documents or other evidence concerning the nationality, residence or identity of the holder or such beneficial owner or to make any declaration or similar claim or satisfy any other reporting requirement relating to such matters, which is required by a statute, treaty, regulation or administrative practice of the Relevant Taxing Jurisdiction as a precondition to exemption from all or part of such Taxes, but, in each case, only to the extent the holder or beneficial owner is legally entitled to do so;

(3) any Taxes, to the extent such Taxes are imposed as a result of the presentation of the note for more than 30 days after the later of the applicable payment date or the date the relevant payment is first made available for payment to the holder (except to the extent that the holder would have been entitled to Additional Amounts had the note been presented on the last day of such 30-day period);

(4) any Taxes that are payable otherwise than by deduction or withholding from a payment with respect to the notes or the Parent Guarantee;

(5) any estate, inheritance, gift, sales, excise, transfer, personal property or similar Taxes;

(6) any Taxes imposed, deducted or withheld pursuant to section 1471(b) of the U.S. Internal Revenue Code or otherwise imposed pursuant to sections 1471 through 1474 of the U.S. Internal Revenue Code, in each case, as of the Issue Date (and any amended or successor version that is substantively comparable), any current or future regulations or agreements thereunder, official interpretations thereof or any law implementing an intergovernmental agreement relating thereto; or

(7) any combination of the items (1) through (6) above.

In addition, no Additional Amounts shall be paid with respect to a holder who is a fiduciary or a partnership or any person other than the beneficial owner of the notes, to the extent that the beneficiary or settler with respect to such fiduciary, the member of such partnership or the beneficial owner would not have been entitled to Additional Amounts had such beneficiary, settler, member or beneficial owner held such notes directly.

The Payor will (i) make any required withholding or deduction and (ii) remit the full amount deducted or withheld to the relevant tax authority in accordance with applicable law. The Payor will provide certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each relevant tax authority imposing such Taxes, or if such tax receipts are not available, certified copies of other reasonable evidence of such payments as soon as reasonably practicable. Such copies shall be made available to the holders upon reasonable request and will be made available at the offices of the paying agent.

If a Payor is obligated to pay Additional Amounts with respect to any payment made on any note, at least 30 days prior to the date of such payment, the Payor will deliver to the Trustee an Officer's Certificate stating the fact that Additional Amounts will be payable and the amount estimated to be so payable and such other information necessary to enable the paying agent to pay Additional Amounts on the relevant payment date (unless such obligation to pay Additional Amounts arises less than 30 days prior to the relevant payment date, in which case the Payor may deliver such Officer's Certificate as promptly as practicable thereafter). The Trustee shall be entitled to rely solely on such Officer's Certificate as conclusive proof that such payments are necessary.

Wherever in the Indenture, the notes or this "Description of Notes" there is mentioned, in any context:

(1) the payment of principal;

(2) interest; or

(3) any other amount payable on or with respect to any of the notes,

such reference shall be deemed to include payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The Payor will pay and indemnify each holder for any present or future stamp, issue, registration, court or documentary taxes, or charges or similar levies (including any related interest or penalties with respect thereto) or any other excise or property taxes, charges or similar taxes (including any related penalties or interest with respect thereto) that arise in a Relevant Taxing Jurisdiction from the execution, delivery, issuance, enforcement or registration, or receipt of payments with respect to any of the notes, the Parent Guarantee, the Indenture or any other document referred to therein.

The foregoing obligations will survive any termination, defeasance or discharge of the Indenture and any transfer by a holder or beneficial owner, and will apply *mutatis mutandis* to any jurisdiction in which any successor to a Payor is incorporated or organized, engaged in business for tax purposes or otherwise resident for tax purposes, or any jurisdiction from or through which any payment under, or with respect to, the notes is made by or on behalf of such Person, or any political subdivision or taxing authority or agency thereof or therein.

**Repurchase at the Option of Holders on Certain Changes of Control**

If a Change of Control Repurchase Event with respect to the notes occurs, unless we have exercised our right to redeem the notes as described above, we will make an offer to each holder of notes to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of that holder's notes at a repurchase price in cash equal to 101% of the aggregate principal amount of notes repurchased plus any accrued and unpaid interest on the notes repurchased to the date of purchase (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date). Within 30 days following any Change of Control Repurchase Event or, at our option, prior to any Change of Control, but after the public announcement of the transaction or event that constitutes or may constitute the Change of Control, we will mail a notice to each holder, with a copy to the Trustee, describing the transaction or event that constitutes or may constitute the Change of Control Repurchase Event and offering to repurchase the notes on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed. The notice may, if mailed prior to the date of consummation of the Change of Control, state that the offer to purchase is conditioned on the Change of Control Repurchase Event occurring on or prior to the payment date specified in the notice.

We will not be required to make an offer to repurchase the notes upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by us and such third party purchases all notes properly tendered and not withdrawn under its offer.

If holders of not less than 90% in aggregate principal amount of the outstanding notes tender and do not withdraw such notes in a repurchase offer and the Issuer, or any third party making a repurchase offer in lieu of the Issuer as described above, purchases all of the notes validly tendered and not withdrawn by such holders, the Issuer or such third party will have the right, upon not less than 10 nor more than 30 days' prior notice, given not more than 30 days following such purchase pursuant to the repurchase offer described above, to redeem all notes that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest to, but not including, the date of redemption.

We will be required to comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder, to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions of the notes, we will be required to comply with the applicable securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control Repurchase Event provisions of the notes by virtue of our compliance with such securities laws or regulations.

On the Change of Control Repurchase Event payment date, we will be required, to the extent lawful, to:

- accept for payment all notes or portions of notes (in a minimum principal amount of $2,000 and integral multiples of $1,000 in excess thereof) properly tendered and not withdrawn pursuant to our offer;
- deposit with the paying agent an amount equal to the aggregate purchase price in respect of all notes or portions of notes properly tendered and not withdrawn; and
- deliver or cause to be delivered to the Trustee the notes properly accepted, together with an Officer's Certificate stating the aggregate principal amount of notes or portions of notes being purchased by us.

The paying agent will promptly mail to each holder of notes properly tendered and not withdrawn the purchase price for such notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each holder a new note equal in principal amount to any unpurchased portion of any such notes surrendered; *provided* that each new note will be in a minimum principal amount of $2,000 or an integral multiple of $1,000 in excess thereof.

Notwithstanding the provisions under the caption "Modification," the provisions under the Indenture relating to the Issuer's obligation to make an offer to repurchase the notes as a result of a Change of Control Repurchase Event may be waived or modified prior to the occurrence of a Change of Control Repurchase Event with the written consent of the holders of a majority in principal amount of the notes then outstanding and affected by such waiver or modification.

We could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control, but that could increase the amount of indebtedness outstanding at such time or otherwise materially adversely affect our capital structure or credit ratings.

The Change of Control purchase feature of the notes may, in certain circumstances, make more difficult or discourage a takeover of us and, thus, the removal of incumbent management. The Change of Control purchase feature, however, is not the result of management's knowledge of any specific effort to accumulate shares of our common stock or to obtain control of us by means of a merger, tender offer, solicitation or otherwise, or part of a plan by management to adopt a series of anti-takeover provisions.

**Open Market Purchases**

The Issuer or any of its affiliates may at any time and from time to time purchase notes in the open market or otherwise.

**Sinking Fund**

There is no provision for a sinking fund for any of the notes.

**Ranking**

The notes are unsecured and unsubordinated obligations of the Issuer and rank equally with all its other existing and future unsecured and unsubordinated indebtedness. The Parent Guarantee is the unsecured and unsubordinated obligation of the Parent Guarantor and ranks equally with all its other existing and future unsecured and unsubordinated indebtedness, including its guarantee of indebtedness under our senior credit facility.

The Parent Guarantor derives substantially all of its operating income from, and holds substantially all of its assets through, its Subsidiaries. The Issuer and the Parent Guarantor will depend on distributions of cash flow and earnings from the Parent Guarantor's other Subsidiaries in order to meet their payment obligations under the notes and the Parent Guarantee, as applicable. These Subsidiaries are separate and distinct legal entities and have no obligation to pay any amounts due under the notes or the Parent Guarantee, or to provide the Issuer or the Parent Guarantor with funds for their payment obligations, whether by dividends, distributions, loans or otherwise. As a result, the notes and the Parent Guarantee are structurally subordinated to the liabilities of the Parent Guarantor's other Subsidiaries, including trade payables and, in the case of certain Subsidiaries, their guarantees of indebtedness under our senior credit facility. In addition, provisions of applicable law, such as those limiting the legal sources of dividends, could limit the ability of these Subsidiaries to make payments or other distributions to the Issuer and the Parent Guarantor, and these Subsidiaries could agree to contractual restrictions on their ability to make distributions. As of December 31, 2017, the Parent Guarantor's Subsidiaries other than the Issuer had approximately $1.66 billion of liabilities, excluding intercompany loans and including indebtedness under our senior credit facility and trade payables. Our total consolidated indebtedness, as of December 31, 2017, was approximately $1,215.9 million, all of which was unsecured.

**Interest Rate Adjustment**

The interest rate payable on the notes is subject to adjustment from time to time if either Moody's or S&P or, if either of Moody's or S&P ceases to rate the notes or fails to make a rating of the notes publicly available for reasons outside of our control, another "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act selected pursuant to the definition of "Rating Agency" below (a "*substitute rating agency*"), downgrades (or downgrades and subsequently upgrades) the credit rating assigned to the notes, in the manner described below.

If the rating assigned by Moody's (or any substitute rating agency therefor) to the notes is decreased to a rating set forth in the immediately following table, the interest rate on the notes will increase such that it will equal the sum of the interest rate payable on the notes on the Issue Date plus the percentage set forth opposite the applicable rating in the table below (plus, if applicable, the percentage set forth opposite the applicable rating in the table under "S&P Rating Percentage"):

| ***Moody's Rating* ***| ***Percentage*** |
|---|---|
| Ba1 | 0.25% |
| Ba2 | 0.50% |
| Ba3 | 0.75% |
| B1 or below | 1.00% |

* Including the equivalent ratings of any substitute rating agency.

If the rating assigned by S&P (or any substitute rating agency therefor) of the notes is decreased to a rating set forth in the immediately following table, the interest rate on the notes will increase such that it will equal the sum of the interest rate payable on the notes on the Issue Date plus the percentage set forth opposite the applicable rating in the table below (plus, if applicable, the percentage set forth opposite the applicable rating in the table under "Moody's Rating Percentage"):

| ***S&P Rating**** | ***Percentage*** |
|---|---|
| BB+ | 0.25% |
| BB | 0.50% |
| BB- | 0.75% |
| B+ or below | 1.00% |

* Including the equivalent ratings of any substitute rating agency.

If at any time the interest rate on the notes has been increased in accordance with the foregoing, and either Moody's or S&P (or, in either case, a substitute rating agency therefor), as the case may be, subsequently upgrades its rating of the notes to any of the threshold ratings set forth above, the interest rate on the notes will be decreased such that the interest rate for the notes equals the sum of the interest rate payable on the notes on the Issue Date plus the percentage set forth opposite the applicable ratings from the tables above in effect immediately following the upgrade in rating. If Moody's (or any substitute rating agency therefor) subsequently upgrades its rating of the notes to Baa3 (or its equivalent, in the case of a substitute rating agency) or higher, and S&P (or any substitute rating agency therefor) upgrades its rating to BBB- (or its equivalent, in the case of a substitute rating agency) or higher, the interest rate on the notes will be decreased to the interest rate payable on the notes on the Issue Date (and if one such upgrade occurs and the other does not, the interest rate on the notes will be decreased so that it does not reflect any increase in the interest rate attributable to the upgrading Rating Agency). In addition, the interest rate on the notes will permanently cease to be subject to any adjustment described above (notwithstanding any subsequent downgrade in the ratings by either or both Rating Agencies) if the notes become rated Baa1 and BBB+ (or, in either case, the equivalent thereof, in the case of a substitute rating agency) or higher by Moody's and S&P (or, in either case, a substitute rating agency therefor), respectively (or one of these ratings if the notes are only rated by one Rating Agency).

Each adjustment required by any downgrade or upgrade in a rating set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, a substitute rating agency therefor), shall be made independent of any and all other adjustments. In no event shall (1) the interest rate for the notes be reduced to below the interest rate payable on the notes on the Issue Date or (2) the total increase in the interest rate on the notes exceed 2.00% above the interest rate payable on the Issue Date.

No adjustments to the interest rate of the notes shall be made solely as a result of a Rating Agency ceasing to provide a rating of the notes. If at any time Moody's or S&P ceases to provide a rating of the notes, we will use our commercially reasonable efforts to obtain a rating of the notes from a substitute rating agency, if one exists, in which case, for purposes of determining any increase or decrease in the interest rate on the notes pursuant to the tables above, (a) such substitute rating agency will be substituted for the last Rating Agency to provide a rating of the notes but which has since ceased to provide such rating, (b) the relative rating scale used by such substitute rating agency to assign ratings to senior unsecured debt will be determined in good faith by an Independent Investment Banker and, for purposes of determining the applicable ratings included in the applicable table above with respect to such substitute rating agency, such ratings will be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table and (c) the interest rate on the notes will increase or decrease, as the case may be, such that the interest rate equals the sum of the interest rate payable on the notes on the Issue Date plus the appropriate percentage, if any, set forth opposite the deemed equivalent rating from such

substitute rating agency in the applicable table above (taking into account the provisions of clause (b) above) (plus any applicable percentage resulting from a decreased rating, if any, by the other Rating Agency).

For so long as only one Rating Agency provides a rating of the notes, any subsequent increase or decrease in the interest rate of the notes necessitated by a downgrade or upgrade in the rating by the applicable Rating Agency shall be twice the applicable percentage set forth in the applicable table above. For so long as neither Moody's nor S&P (nor, in either case, a substitute rating agency therefor) provides a rating of the notes, the interest rate on the notes will increase to, or remain at, as the case may be, 2.00% above the interest rate payable on the notes on the Issue Date.

Any interest rate increase or decrease described above will take effect from the first interest payment date following the date on which a rating change occurs that requires an adjustment in the interest rate. As such, interest will not accrue at such increased or decreased rate until the next interest payment date following the date on which a rating change occurs. If Moody's or S&P (or, in either case, a substitute rating agency therefor) changes its rating of the notes more than once prior to any particular interest payment date, the last change by such Rating Agency prior to such interest payment date will control for purposes of any interest rate increase or decrease with respect to the notes described above relating to such Rating Agency's action. If the interest rate payable on the notes is increased as described above, the term "interest," as used with respect to the notes, will be deemed to include any such additional interest unless the context otherwise requires.

**Certain Covenants**

*Limitations on Liens*

Neither the Issuer nor the Parent Guarantor will issue, incur, create, assume or guarantee, and will not permit any Restricted Subsidiary to issue, incur, create, assume or guarantee, any Secured Debt without in any such case providing concurrently with the issuance, incurrence, creation, assumption or guarantee of any such Secured Debt, or the grant of a Mortgage with respect to any such indebtedness, that the notes (together with, if the Issuer shall so determine, any other indebtedness of or guarantee by the Issuer, the Parent Guarantor or such Restricted Subsidiary ranking equally with the notes and then existing or thereafter created) shall be secured equally and ratably with (or, at the option of the Issuer, prior to) such Secured Debt. The foregoing restriction with respect to Secured Debt, however, will not apply to:

(1) Mortgages on property existing at the time of acquisition thereof by the Issuer, the Parent Guarantor or any Subsidiary, whether or not assumed, *provided* that such Mortgages were in existence prior to the contemplation of such acquisition;

(2) Mortgages on property, shares of stock or indebtedness or other assets of any corporation existing at the time such corporation becomes a Restricted Subsidiary, *provided* that such Mortgages are not incurred in anticipation of such corporation becoming a Restricted Subsidiary (which may include property previously leased by the Issuer, the Parent Guarantor or a Subsidiary and leasehold interests thereon, *provided* that the lease terminates prior to or upon the acquisition);

(3) Mortgages on property, shares of stock or indebtedness existing at the time of acquisition thereof by the Issuer, the Parent Guarantor or a Restricted Subsidiary (including leases) or Mortgages thereon to secure the payment of all or any part of the purchase price thereof, or Mortgages on property, shares of stock or indebtedness to secure any indebtedness for borrowed money incurred prior to, at the time of or within 12 months after the latest of the acquisition thereof or, in the case of property, the completion of construction, the completion of improvements or the commencement of substantial commercial operation of such property for the purpose of financing all or any part of the purchase price thereof, such construction or the making of such improvements;

(4) Mortgages to secure indebtedness owing to the Issuer, the Parent Guarantor or a Restricted Subsidiary;

(5) Mortgages existing at the Issue Date;

(6) Mortgages on property of a corporation existing at the time such corporation is merged into or consolidated with the Issuer, the Parent Guarantor or a Restricted Subsidiary or at the time of a sale, lease or other disposition of the properties of a corporation as an entirety or substantially as an entirety to the Issuer, the Parent Guarantor or a Restricted Subsidiary, *provided* that such Mortgage was not incurred in anticipation of such merger or consolidation or sale, lease or other disposition;

(7) Mortgages in favor of the United States or any State, territory or possession thereof (or the District of Columbia), or any department, agency, instrumentality or political subdivision of the United States or any State, territory or possession thereof (or the District of Columbia), (i) to secure partial, progress, advance or other payments pursuant to any contract or statute, (ii) to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price of the cost of constructing, repairing or improving the property subject to such Mortgages or (iii) to secure taxes, assessments or other governmental charges or levies which are not yet due and payable or are payable without penalty or of which amount, applicability or validity is being contested by the Issuer, the Parent Guarantor or any Restricted Subsidiary in good faith by appropriate proceedings and the Issuer, the Parent Guarantor or such Restricted Subsidiary shall have set aside in its books reserves which it deems to be adequate with respect thereto (segregated to the extent required by generally accepted accounting principles);

(8) Mortgages created in connection with the acquisition of assets or a project financed with, and created to secure, a Nonrecourse Obligation; and

(9) extensions, renewals, refinancings or replacements of any Mortgage referred to in the foregoing clauses (1), (2), (3), (4), (5), (6), (7) or (8); *provided*, *however*, that any such Mortgages shall not extend to or cover any property of the Issuer, the Parent Guarantor or such Restricted Subsidiary, as the case may be, other than the property, if any, specified in such clause and improvements thereto; and *provided*, *further*, that any refinancing or replacement of any Mortgages permitted by the foregoing clause (7) or (8) shall be of the type referred to in such clause (7) or (8), as the case may be.

Notwithstanding the restrictions outlined in the immediately preceding paragraph, the Issuer, the Parent Guarantor and any Restricted Subsidiary will be permitted to issue, incur, create, assume or guarantee Secured Debt that would otherwise be subject to such restrictions, without equally and ratably securing the notes, *provided* that after giving effect thereto, the sum of the aggregate amount of all outstanding Secured Debt (not including Secured Debt permitted under any of clauses (1) through (9) above), plus the aggregate amount of outstanding Attributable Debt with respect to Sale and Lease-Back Transactions incurred pursuant to the second paragraph under “Limitations on Sale and Lease-Back Transactions,” does not exceed the greater of $290,000,000 and 10.0% of Consolidated Total Assets as most recently determined on or prior to such date.

*Limitations on Sale and Lease-Back Transactions*

Neither the Issuer nor the Parent Guarantor will, nor will they permit any Restricted Subsidiary to, enter into any Sale and Lease-Back Transaction, other than any such transaction involving a lease for a term of not more than three years or any such transaction solely between the Issuer, the Parent Guarantor and/or a Restricted Subsidiary or between Restricted Subsidiaries, unless: (1) the Issuer, the Parent Guarantor or such Restricted Subsidiary would be entitled to incur indebtedness secured by a Mortgage on the assets involved in such transaction in an amount at least equal to the Attributable Debt with respect to such Sale and Lease-Back Transaction without equally and ratably securing the notes as described above under “Limitations on Liens”; or (2) the Issuer or the Parent Guarantor shall apply an amount equal to the greater of the net proceeds of such sale and the Attributable Debt with respect to such Sale and Lease-Back Transaction within 365 days of such sale to either (or a combination of) the retirement (other than mandatory retirement, mandatory prepayment or sinking fund payment or by a payment at maturity) of debt for borrowed money of the Issuer, the Parent Guarantor or a Restricted Subsidiary that matures more than 12 months after such Sale and Lease-Back Transaction or the purchase, construction or development of other comparable property.

Notwithstanding the restrictions outlined in the immediately preceding paragraph, the Issuer, the Parent Guarantor and any Restricted Subsidiary will be permitted to enter into Sale and Lease-Back Transactions that would otherwise be subject to such restrictions, without applying the net proceeds of such transactions in the manner set forth in clause (2) of the preceding paragraph, *provided* that after giving effect thereto, the sum of the aggregate amount of outstanding Attributable Debt with respect to such Sale and Lease-Back Transactions, plus the aggregate amount of all outstanding Secured Debt not permitted by clauses (1) through (9) under "Limitations on Liens" above, does not exceed the greater of $290,000,000 and 10.0% of Consolidated Total Assets as most recently determined on or prior to such date.

**Consolidation, Merger and Sale of Assets**

Neither the Issuer nor the Parent Guarantor shall consolidate with or merge into any other Person (in a transaction in which the Issuer or the Parent Guarantor, as applicable, is not the surviving corporation) or convey, transfer or lease its properties and assets substantially as an entirety to any Person, unless:

(1) in case the Issuer or the Parent Guarantor shall consolidate with or merge into another Person (in a transaction in which the Issuer or the Parent Guarantor, as applicable, is not the surviving corporation) or convey, transfer or lease its properties and assets substantially as an entirety to any Person, the Person formed by such consolidation or into which the Issuer or the Parent Guarantor, as applicable, is merged or the Person which acquires by conveyance or transfer, or which leases, the properties and assets of the Issuer or the Parent Guarantor, as applicable, substantially as an entirety shall be a corporation, limited liability company, partnership, trust or other business entity, shall be organized and validly existing under the laws of the United States of America, any State thereof or the District of Columbia or Bermuda or any country which is, on the Issue Date, a member state of the European Union and shall expressly assume, by a supplemental indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of and any premium and interest on all the notes and the performance or observance of every covenant of the Indenture on the part of the Issuer or the Parent Guarantor, as applicable, to be performed or observed by it in accordance with the Indenture;

(2) immediately after giving effect to such transaction, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(3) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel (as defined in the Indenture), each stating that such consolidation, merger, conveyance, transfer or lease and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture comply with the Indenture and that all conditions precedent therein provided for relating to such transaction have been complied with.

In the event that the Issuer or the Parent Guarantor consolidates with or merges into any other Person (in a transaction in which the Issuer or the Parent Guarantor, as applicable, is not the surviving corporation) or conveys, transfers or leases its properties or assets substantially as an entirety to any Person, and such Person complies with the requirements described above, the Issuer or the Parent Guarantor, as applicable, will be released and discharged from all of its obligations under the Indenture.

**SEC Reports**

The Indenture provides that any documents or reports that the Parent Guarantor is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act must be provided to the Trustee within 15 days after the same are filed with the SEC (giving effect to any grace period provided by Rule 12b-25 under the Exchange Act). Documents filed by the Parent Guarantor with the SEC via the EDGAR system (or any successor thereto) will be deemed to be provided to the Trustee as of the time such documents are filed via EDGAR.

**Events of Default**

The Indenture defines an "Event of Default" with respect to the notes as being:

(1) failure to pay principal of or any premium on the notes when due;

(2) failure to pay any interest on the notes for 30 days when due;

(3) failure to perform any other covenant in the Indenture, including the failure to make the required offer to purchase notes following a Change of Control Repurchase Event, if that failure continues for 60 days after we are given the notice required under the Indenture;

(4) the Parent Guarantee shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect (except as contemplated by the terms thereof), or the Parent Guarantor, or any person acting on its behalf, shall deny or disaffirm in writing the Parent Guarantee;

(5) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any indebtedness of us or the Parent Guarantor (or the payment of which is guaranteed by us or the Parent Guarantor), whether such indebtedness or guarantee now exists or is created after the Issue Date, if that default:

- is caused by a failure to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise, and after giving effect to applicable grace periods) of such indebtedness (a "*Payment Default*"); or
- results in the acceleration of such indebtedness prior to its scheduled maturity,

and, in each case, the amount of any such indebtedness, together with the amount of any other indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates to $200.0 million or more; *provided*, *however*, that, if the default under the mortgage, indenture or instrument is cured by us or the Parent Guarantor, or waived by the holders of the indebtedness, in each case as permitted by the governing mortgage, indenture or instrument, then the Event of Default under the Indenture caused by such default will be deemed likewise to be cured or waived; or

(6) bankruptcy, insolvency or reorganization of us or the Parent Guarantor.

If an Event of Default, other than an Event of Default described in clause (6) above, shall occur and be continuing, either the Trustee or the holders of at least 25% in aggregate principal amount of the outstanding notes may declare the principal amount of the notes to be due and payable immediately. If an Event of Default described in clause (6) above shall occur, the principal amount of all the notes will automatically become immediately due and payable.

After acceleration, the holders of a majority in aggregate principal amount of the outstanding notes, under certain circumstances, may rescind and annul such acceleration if all Events of Default, other than the non-payment of accelerated principal, have been cured or waived.

Other than the duty to act with the required care during an Event of Default, the Trustee will not be obligated to exercise any of its rights or powers at the request of the holders unless the holders shall have offered to the Trustee indemnity satisfactory to it. Generally, the holders of a majority in aggregate principal amount of the outstanding notes will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee.

A holder will not have any right to institute any proceeding under the Indenture, or for the appointment of a receiver or a trustee, or for any other remedy under the Indenture, unless:

(1) the holder has previously given to the Trustee written notice of a continuing Event of Default;

(2) the holders of at least 25% in aggregate principal amount of the outstanding notes have made a written request and have offered indemnity to the Trustee to institute the proceeding; and

(3) the Trustee has failed to institute the proceeding and has not received direction inconsistent with the original request from the holders of a majority in aggregate principal amount of the outstanding notes within 60 days after the original request.

Holders may, however, sue to enforce the payment of principal, premium or interest on the notes on or after the due date without following the procedures listed in (1) through (3) above.

We will furnish the Trustee with an annual statement by our officers as to whether or not we are in default in the performance of the Indenture and, if so, specifying all known defaults.

**Modification**

We and the Trustee may make modifications and amendments to the Indenture with the consent of the holders of a majority in aggregate principal amount of the outstanding Securities affected by the modification or amendment. We may also make modifications and amendments to the Indenture for the benefit of the holders, without their consent, for certain purposes including, but not limited to:

- providing for our successor to assume the covenants under the Indenture;
- adding covenants or Events of Default or providing for guarantees;
- making certain changes to facilitate the issuance of the notes;
- securing the notes;
- providing for a successor Trustee;
- curing any ambiguities or inconsistencies or conforming any provision to this “Description of Notes”;
- qualifying the Indenture under the Trust Indenture Act; and
- other changes specified in the Indenture.

However, neither we nor the Trustee may make any modification or amendment without the consent of the holder of each outstanding note affected by the modification or amendment if such modification or amendment would:

- change the stated maturity of, or the timing of any payment of principal, premium or installment of interest with respect to, such note;
- reduce the principal, premium, if any, or interest on such note;
- reduce the principal of such note payable on acceleration of maturity;
- change the place of payment or the currency in which such note is payable;
- impair the right to sue for any payment after the stated maturity or redemption date; or
- change the provisions of the Indenture that relate to modifying or amending the Indenture.

**Waivers Under the Indenture**

Under the Indenture, the holders of a majority in aggregate principal amount of the outstanding notes may on behalf of all holders:

- waive our compliance with certain covenants of the Indenture; and

- waive any past default under the Indenture, except (1) a default in the payment of the principal of, or any premium or interest on, the notes, and (2) a default under any provision of the Indenture which itself cannot be modified without the consent of the holders of each affected note.

**Defeasance and Discharge**

We may be discharged from our obligations on the notes, and the Parent Guarantor will be released from the Parent Guarantee, if we deposit enough money with the Trustee to pay all the principal, interest and any premium due to the stated maturity date of the notes.

The Indenture contains a provision that permits us to elect either or both of the following:

- to be discharged from all of our obligations, subject to limited exceptions, with respect to the notes and the Parent Guarantee then outstanding; and
- to be released from our obligations under the following covenants and from the consequences of an Event of Default resulting from a breach of these and a number of other covenants:

  (1) the limitations on Sale and Lease-Back Transactions under the Indenture;

  (2) the limitations on liens under the Indenture; and

  (3) covenants as to payment of taxes and maintenance of properties.

To make either of the above elections, we must deposit in trust with the Trustee enough money to pay in full the principal, interest and premium on the notes to be defeased. This amount may be made in cash and/or U.S. government obligations. As a condition to either of the above elections, we must deliver to the Trustee an Opinion of Counsel that the holders of the notes will not recognize income, gain or loss for United States federal income tax purposes as a result of the action.

If any of the above events occurs, the holders of the notes will not be entitled to the benefits of the Indenture or the Parent Guarantee, except for payment of all amounts due and payable, and replacement of lost, stolen or mutilated notes.

**No Personal Liability of Directors, Officers, Employees and Stockholders**

No director, officer, employee or stockholder of the Parent Guarantor or any Subsidiary (other than the Parent Guarantor itself) will have any liability for any obligations under the notes, the Parent Guarantee or the Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each holder of the notes, by accepting a note, waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes. Such waiver and release may not be effective to waive liabilities under the U.S. federal securities laws, and it is the view of the SEC that such a waiver is against public policy.

**Governing Law**

The Indenture and the notes are governed by, and construed under, the laws of the State of New York. For the avoidance of doubt, articles 470-1 to 470-19 of the Luxembourg act dated 10 august 1915 on commercial companies, as amended, will not be applicable to the notes.

**Luxembourg Law Considerations**

Neither Luxembourg law nor the Updated and Consolidated Articles of Association of the Issuer impose any applicable limitations on the right of nonresident or foreign owners to hold or vote the notes.

**Bermuda Law Considerations**

As an exempted company incorporated under the laws of Bermuda, the Parent Guarantor is subject to Bermuda corporate and insolvency laws under which secured creditors could be paid in priority to the claims of holders of the notes. The issuance of the Parent Guarantee may be void under Bermuda law:

- following a successful application made by a liquidator appointed in respect of the Parent Guarantor to the Bermuda courts (the "Bermuda Court") for an order that the Parent Guarantee be void on the grounds that the issuance of the Parent Guarantee constituted a fraudulent preference. A fraudulent preference includes an obligation incurred by a company in favor of a creditor within six months prior to the commencement of a liquidation at a time when the company is unable to pay its debts as they become due and for the dominant intention of preferring a particular creditor that benefits from the act over other creditors in a liquidation; or
- following a successful application made by an eligible creditor (within the meaning of section 36C of the Conveyancing Act 1983) for an order that the Parent Guarantee be void on the grounds that it constituted a fraudulent conveyance. A fraudulent conveyance consists of a transfer of property at an undervalue which was made with the dominant intention of putting property beyond the reach of the company's creditors. Pursuant to the Conveyancing Act 1983, the right of an eligible creditor prejudiced by an undervalued disposition made by the Parent Guarantor with the intention of placing the disposed property beyond the reach of its creditors is independent of the solvency or liquidation of the Parent Guarantor at the time of making the disposition.

In the case of a fraudulent preference, in order to determine whether a company is insolvent under Bermuda law, the Bermuda Court must establish that the company is "unable to pay its debts." A Bermuda Court will determine a company's insolvency on a cash flow rather than a balance sheet basis.

**Regarding the Trustee**

Wells Fargo Bank, National Association is the Trustee, registrar and paying agent under the Indenture. Wells Fargo Bank, National Association has performed and will perform other services for the Parent Guarantor and certain of its Subsidiaries in the normal course of its business.

**Payment and Paying Agents**

We will make payments on the notes in U.S. dollars at the office of the Trustee or any paying agent we designate. At our option, we may make payments by check mailed to the holders' registered addresses or, with respect to global notes, by wire transfer. We will make interest payments to the person in whose name the note is registered at the close of business on the record date for the interest payment.

We have designated the Trustee as our paying agent for payments on the notes. We may at any time designate additional paying agents or rescind the designation of any paying agent or approve a change in the office through which any paying agent acts.

Subject to the requirements of any applicable abandoned property laws, the Trustee and paying agent will repay to us on our written request any funds they hold for payments on the notes that remain unclaimed for two years after the date upon which that payment has become due. After repayment to us, holders entitled to those funds must look only to us for payment.

**Listing**

We intend to apply for the listing and quotation of the notes on the . If such a listing is obtained, we have no obligation to maintain such listing and we may delist the notes at any time.

**Registration and Transfer**

Holders may present registered notes for registration of transfer at the office of the security registrar or any transfer agent we designate. The security registrar or transfer agent will effect the transfer when it is satisfied with the documents of title and identity of the person making the request.

We will appoint the Trustee as security registrar for the notes. We may at any time designate additional transfer agents for the notes or rescind the designation of any transfer agent or approve a change in the location through which any transfer agent acts. We will be required to maintain an office or agency for transfers in each place of payment. No service charge will be made for any registration of transfer of those securities. We or the Trustee may, however, require the payment of any tax or other governmental charge payable for that registration.

In the case of any redemption, neither the security registrar nor the transfer agent will be required to register the transfer of any note:

- during a period beginning 15 business days before the day of mailing of the relevant notice of redemption and ending on the close of business on that day of mailing; or
- if we have called the note for redemption in whole or in part, except the unredeemed portion of any note being redeemed in part.

**Certain Definitions**

"*Attributable Debt*" means, in respect of a Sale and Lease-Back Transaction, at the time of determination, the lesser of: (a) the fair value of such property (as determined in good faith by the Board of Directors) and (b) the present value of the total net amount of rent required to be paid under such lease during the remaining term thereof (including any renewal term or period for which such lease has been extended), discounted at the rate of interest set forth or implicit in the terms of such lease or, if not practicable to determine such rate, the weighted average interest rate per annum borne by the Securities of each series outstanding pursuant to the Indenture, compounded semi-annually. For purposes of the foregoing definition, rent shall not include amounts required to be paid by the lessee, whether or not designated as rent or additional rent, on account of or contingent upon maintenance and repairs, insurance, taxes, assessments, water rates and similar charges. In the case of any lease that is terminable by the lessee upon the payment of a penalty, such net amount shall be the lesser of the net amount determined assuming termination upon the first date such lease may be terminated (in which case the net amount shall also include the amount of the penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated) and the net amount determined assuming no such termination.

"*Below Investment Grade Rating Event*" means the rating on the notes is lowered by each of the Rating Agencies, and the notes are rated below Investment Grade by each of the Rating Agencies, within 60 days from the earlier of (1) the date of the public notice of an arrangement that could result in a Change of Control and (2) the occurrence of a Change of Control (which period shall be extended so long as the rating of the notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies).

"*Board of Directors*" means either the Board of Directors of the Parent Guarantor or any duly authorized committee empowered by that board or the executive committee thereof to act with respect to the Indenture.

"*Business Day*" means any calendar day that is not a Saturday, Sunday or legal holiday in New York, New York and on which commercial banks are open for business in New York, New York.

"*Change of Control*" means the occurrence of any of the following:

(1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the

Parent Guarantor and its Subsidiaries, taken as a whole, to any "person" or "group" (as those terms are used for purposes of Section 13(d)(3) of the Exchange Act), other than the Issuer or one of its wholly owned Subsidiaries;

(2) the consummation of any transaction or series of related transactions (including, without limitation, any merger or consolidation) the result of which is that any "person" or "group" (as those terms are used for purposes of Section 13(d)(3) of the Exchange Act) becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding shares of the Parent Guarantor's Voting Stock, measured by voting power rather than number of shares;

(3) the Parent Guarantor ceases to own, directly or indirectly, 100% of the issued and outstanding Voting Stock of the Issuer;

(4) the Parent Guarantor consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into, the Parent Guarantor, in any such event pursuant to a transaction in which any of the Parent Guarantor's outstanding Voting Stock or the Voting Stock of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Parent Guarantor's Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving person or any direct or indirect parent company of the surviving person, measured by voting power rather than number of shares, immediately after giving effect to such transaction; or

(5) the adoption by the holders of the Parent Guarantor's Voting Stock of a plan providing for the Parent Guarantor's liquidation or dissolution.

"*Change of Control Repurchase Event*" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"*Comparable Treasury Issue*" means the United States Treasury security selected, in accordance with customary financial practice, by an Independent Investment Banker as having a maturity comparable to the remaining term ("*Remaining Life*") of the notes (assuming for this purpose that the notes matured on the Par Call Date) to be redeemed.

"*Comparable Treasury Price*" means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, (2) if the Issuer obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations or (3) if only one Reference Treasury Dealer Quotation is received, such quotation.

"*Consolidated Total Assets*" means, as at any date, the total assets of the Parent Guarantor and its Subsidiaries (determined on a consolidated basis without duplication in accordance with generally accepted accounting principles) that would be shown as total assets on a consolidated balance sheet of Parent Guarantor and its Subsidiaries after eliminating all amounts properly attributable to minority interests, if any, in the stock and surplus of Subsidiaries.

"*Independent Investment Banker*" means one of the Reference Treasury Dealers, or their respective successors, that we appoint to act as the Independent Investment Banker from time to time.

"*Issue Date*" means March 27, 2017, the date on which the Outstanding Unregistered Notes were issued under the Indenture.

"*Investment Grade*" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's) and a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P) or the equivalent investment grade credit rating from any additional Rating Agency or Rating Agencies selected by us.

"*Moody's*" means Moody's Investors Services Inc. and its successors.

"*Mortgage*" means a mortgage, security interest, pledge, lien, charge or other encumbrance.

"*Nonrecourse Obligation*" means indebtedness or other obligations substantially related to (i) the acquisition of assets not previously owned by the Issuer, the Parent Guarantor or any Restricted Subsidiary or (ii) the financing of a project involving the development or expansion of properties of the Issuer, the Parent Guarantor or any Restricted Subsidiary, as to which the obligee with respect to such indebtedness or obligation has no recourse to the Issuer, the Parent Guarantor or any Restricted Subsidiary or any assets of the Issuer, the Parent Guarantor or any Restricted Subsidiary other than the assets that were acquired with the proceeds of such transaction or the project financed with the proceeds of such transaction (and the proceeds thereof).

"*Par Call Date*" means March 1, 2022 (the date that is one month prior to the maturity date of the notes).

"*Person*" means any individual, corporation, limited liability company, partnership, joint venture, trust, unincorporated organization or government or any agency or political subdivision thereof or any other entity of any kind.

"*Rating Agency*" means (1) each of Moody's and S&P; and (2) if either of Moody's or S&P ceases to rate the notes or fails to make a rating of the notes publicly available for reasons outside of our control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by us as a replacement agency for Moody's or S&P, or both of them, as the case may be.

"*Reference Treasury Dealer*" means each of Citigroup Global Markets Inc., Morgan Stanley & Co. LLC, Wells Fargo Securities, LLC and one additional dealer in U.S. Government securities selected by us (each a "*Primary Treasury Dealer*") and their respective successors which we specify from time to time; *provided*, *however*, that if any of them ceases to be a Primary Treasury Dealer, we will substitute therefor another Primary Treasury Dealer.

"*Reference Treasury Dealer Quotations*" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Issuer, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Issuer by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such redemption date.

"*Remaining Scheduled Payments*" means, with respect to any note to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related redemption date but for such redemption; *provided*, *however*, that, if such redemption date is not an interest payment date with respect to such note, the amount of the next scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such redemption date.

"*Restricted Subsidiary*" means any Subsidiary that owns any assets of the Parent Guarantor; *provided*, *however*, that the term "Restricted Subsidiary" shall not include any Subsidiary that is principally engaged in financing receivables.

"*S&P*" means Standard & Poor's Ratings Services, a division of McGraw-Hill, Inc., and its successors.

"*Sale and Lease-Back Transaction*" means any arrangement with any Person providing for the leasing by the Issuer, the Parent Guarantor or any Restricted Subsidiary of any assets that have been or are to be sold or transferred by the Issuer, the Parent Guarantor or such Restricted Subsidiary to such Person.

"*SEC*" means the U.S. Securities and Exchange Commission.

"*Secured Debt*" means any debt for borrowed money secured by a Mortgage upon any assets of the Issuer, the Parent Guarantor or any Restricted Subsidiary.

"*Subsidiary*" means a corporation, association, partnership or other business entity of which more than 50% of the total voting power is at the time owned, directly or indirectly, by the Parent Guarantor or by one or more other Subsidiaries, or by the Parent Guarantor and one or more other Subsidiaries, and the accounts of which are consolidated with those of the Parent Guarantor in its most recent consolidated financial statements in accordance with generally accepted accounting principles.

"*Treasury Rate*" means, with respect to any redemption date, the rate per year equal to: (1) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue; *provided* that if no maturity is within three months before or after the Remaining Life of the notes to be redeemed, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpolated or extrapolated from those yields on a straight-line basis, rounding to the nearest month; or (2) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per year equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date. The Treasury Rate shall be calculated on the third Business Day preceding the redemption date.

"*Voting Stock*" means, with respect to any Person as of any date, capital stock of any class or kind the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even if the right so to vote has been suspended by the happening of such a contingency.

**Book-Entry System**

The notes will be represented by global notes in definitive, fully registered form, without interest coupons (collectively, the "*Global Notes*").

Upon issuance, the Global Notes will be deposited with the Trustee as custodian for The Depository Trust Company ("*DTC*") and registered in the name of Cede & Co., as nominee of DTC.

Ownership of beneficial interests in each Global Note will be limited to persons who have accounts with DTC ("*DTC participants*") or persons who hold interests through DTC participants. We expect that under procedures established by DTC:

- upon deposit of each Global Note with DTC's custodian, DTC will credit portions of the principal amount of the Global Note to the accounts of the DTC participants; and
- ownership of beneficial interests in each Global Note will be shown on, and transfer of ownership of those interests will be effected only through, records maintained by DTC (with respect to interests of DTC participants) and the records of DTC participants (with respect to other owners of beneficial interests in the Global Note).

Beneficial interests in the Global Notes may not be exchanged for notes in physical, certificated form ("*Certificated Notes*") except in the limited circumstances described below.

***DTC, Clearstream and Euroclear***

The following description of the operations and procedures of DTC, Clearstream and Euroclear are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. We take no responsibility for these operations and procedures and urge investors to contact the system or their participants directly to discuss these matters.

DTC has advised us as follows:

- DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act.
- DTC holds securities that its participants deposit with DTC and facilitates the settlement among direct participants of securities transactions, such as transfers and pledges, in deposited securities, through electronic computerized book-entry changes in direct participants' accounts, thereby eliminating the need for physical movement of securities certificates.
- Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations.
- DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("*DTCC*"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries.
- Access to the DTC system is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly.
- The rules applicable to DTC and its direct and indirect participants are on file with the SEC.

We expect that, pursuant to procedures established by DTC:

- upon deposit of the Global Notes, DTC will credit the accounts of DTC participants with portions of the principal amount of the Global Notes; and
- ownership of these interests in the Global Notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the DTC participants) or by the DTC participants and the indirect participants (with respect to other owners of beneficial interests in the Global Notes).

Investors in the Global Notes who are participants in DTC's system may hold their interests therein directly through DTC. Investors in the Global Notes who are not participants may hold their interests therein indirectly through organizations (including Euroclear and Clearstream) which are participants in such system. Euroclear and Clearstream may hold interests in the Global Notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositories. All interests in a Global Note, including those held through Euroclear or Clearstream, may be subject to the procedures and requirements of DTC. Those interests held through Euroclear or Clearstream may also be subject to the procedures and requirements of such systems.

The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a Global Note to such persons will be limited to that extent. Because DTC can act only on behalf of DTC participants, which in turn act on behalf of indirect participants, the ability of a person having beneficial interests in a Global Note to pledge such interests to

persons that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

Except as described below, owners of an interest in the Global Notes will not have notes registered in their names, will not receive physical delivery of Certificated Notes and will not be considered the registered owners or "holders" thereof under the Indenture for any purpose.

Payments in respect of the principal of, premium, if any, and interest on a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered holder under the Indenture. Under the terms of the Indenture, we and the Trustee will treat the persons in whose names the notes, including the Global Notes, are registered as the owners of the notes for the purpose of receiving payments and for all other purposes. Consequently, neither we, the Parent Guarantor, the Trustee nor any agent of ours, the Parent Guarantor or the Trustee has or will have any responsibility or liability for:

(1) any aspect of DTC's records or any participant's or indirect participant's records relating to, or payments made on account of, beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any of DTC's records or any participant's or indirect participant's records relating to the beneficial ownership interests in the Global Notes; or

(2) any other matter relating to the actions and practices of DTC or any of its participants or indirect participants.

We expect that, under DTC's current practice, at the due date of any payment in respect of Securities such as the notes, DTC will credit the accounts of the relevant participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on such payment date. Each relevant participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the notes as shown on the records of DTC. Payments by the DTC participants and the indirect participants to the beneficial owners of the notes will be governed by standing instructions and customary practices and will be the responsibility of the DTC participants or the indirect participants and will not be the responsibility of DTC, the Trustee, the Parent Guarantor or us. Neither we, the Parent Guarantor nor the Trustee will be liable for any delay by DTC or any of its participants in identifying the beneficial owners of the notes, and we, the Parent Guarantor and the Trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Cross-market transfers between the participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by its depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

DTC has advised us that it will take any action permitted to be taken by a holder of notes only at the direction of one or more participants to whose account DTC has credited the interests in the Global Notes and only in respect of such portion of the aggregate principal amount of the notes as to which such participant or participants has or have given such direction.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests in the notes among participants in DTC, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and may discontinue such procedures at any time. None of

us, the Parent Guarantor, the Trustee or any of our or its respective agents will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

**Exchange of Global Notes for Certificated Notes**

We will issue Certificated Notes upon surrender by DTC of the Global Notes if:

(1) DTC (a) notifies us that it is unwilling or unable to continue as depositary for the Global Notes or (b) has ceased to be a clearing agency registered under the Exchange Act and in either event we fail to appoint a successor depositary within 90 days;

(2) there has occurred and is continuing an event of default and DTC notifies the Trustee of its decision to exchange the Global Notes for Certificated Notes; or

(3) we determine not to have the notes represented by Global Notes.

In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests in Global Notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of DTC (in accordance with its customary procedures).

Neither we, the Parent Guarantor nor the Trustee will be liable for any delay by DTC or its nominee in identifying the holders of beneficial interests in the Global Notes, and each such person may conclusively rely on, and will be protected in relying on, instructions from DTC for all purposes (including with respect to the registration and delivery, and the respective principal amounts, of the Certificated Notes to be issued).

## MATERIAL LUXEMBOURG, BERMUDA AND U.S. FEDERAL INCOME TAX CONSEQUENCES

### Material Luxembourg Tax Consequences

The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Exchange Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds pour l'emploi*) as well as personal income tax (*impôt sur le revenu*) generally. Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income taxes, municipal business tax, as well as the solidarity surcharge invariably apply to most corporate taxpayers resident in Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

#### *Taxation of the Holders of Exchange Notes*

*Withholding Tax*

(a) Non-resident holders of Exchange Notes

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Exchange Notes, nor on accrued but unpaid interest in respect of the Exchange Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Exchange Notes held by non-resident holders of Exchange Notes.

(b) Resident holders of Exchange Notes

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the "Relibi Law"), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Exchange Notes, nor on accrued but unpaid interest in respect of Exchange Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Exchange Notes held by Luxembourg resident holders of Exchange Notes.

Under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax of 20%. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payment of interest under the Exchange Notes coming within the scope of the Relibi Law will be subject to a withholding tax at a rate of 20%.

*Income Taxation*

(a) Non-resident holders of Exchange Notes

A non-resident holder of Exchange Notes, not having a permanent establishment or permanent representative in Luxembourg to which/whom such Exchange Notes are attributable, is not subject to

Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Exchange Notes. A gain realized by such non-resident holder of Exchange Notes on the sale or disposal, in any form whatsoever, of the Exchange Notes is further not subject to Luxembourg income tax.

A non-resident corporate holder of Exchange Notes or an individual holder of Exchange Notes acting in the course of the management of a professional or business undertaking, who has a permanent establishment or permanent representative in Luxembourg to which or to whom such Exchange Notes are attributable, is subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Exchange Notes and on any gains realized upon the sale or disposal, in any form whatsoever, of the Exchange Notes.

(b) Resident holders of Exchange Notes

Holders of Exchange Notes who are residents of Luxembourg will not be liable for any Luxembourg income tax on repayment of principal.

(c) Luxembourg resident corporate holder of Exchange Notes

A corporate holder of Exchange Notes must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realized on the sale or disposal, in any form whatsoever, of the Exchange Notes, in its taxable income for Luxembourg income tax assessment purposes.

A corporate holder of Exchange Notes that is governed by the law of 11 May 2007 on family estate management companies, as amended, or by the law of 17 December 2010 on undertakings for collective investment, as amended, by the law of 13 February 2007 on specialized investment funds, as amended, or by the law of 23 July 2016 on reserved alternative investment funds and which does not fall under the special tax regime set out in article 48 thereof is neither subject to Luxembourg income tax in respect of interest accrued or received, any redemption premium or issue discount, nor on gains realized on the sale or disposal, in any form whatsoever, of the Exchange Notes.

(d) Luxembourg resident individual holder of Exchange Notes

An individual holder of Exchange Notes, acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax at progressive rates in respect of interest received, redemption premiums or issue discounts, under the Exchange Notes, except if (i) withholding tax has been levied on such payments in accordance with the Relibi Law, or (ii) the individual holder of the Notes has opted for the application of a 20% tax in full discharge of income tax in accordance with the Relibi Law, which applies if a payment of interest has been made or ascribed by a paying agent established in a EU Member State (other than Luxembourg), or in a Member State of the European Economic Area (other than a EU Member State). A gain realized by an individual holder of Exchange Notes, acting in the course of the management of his/her private wealth, upon the sale or disposal, in any form whatsoever, of Exchange Notes is not subject to Luxembourg income tax, provided this sale or disposal took place more than six months after the Exchange Notes were acquired. However, any portion of such gain corresponding to accrued but unpaid interest income is subject to Luxembourg income tax, except if tax has been levied on such interest in accordance with the Relibi Law.

An individual holder of Exchange Notes acting in the course of the management of a professional or business undertaking must include this interest in its taxable basis. If applicable, the tax levied in accordance with the Relibi Law will be credited against his/her final tax liability.

*Net Wealth Taxation*

A corporate holder of Exchange Notes, whether it is a resident of Luxembourg for tax purposes or, if not, it maintains a permanent establishment or a permanent representative in Luxembourg to which/whom such

Exchange Notes are attributable, is subject to Luxembourg wealth tax on such Exchange Notes, except if the holder of Exchange Notes is governed by the law of 11 May 2007 on family estate management companies, as amended, by the law of 17 December 2010 on undertakings for collective investment, as amended, by the law of 13 February 2007 on specialized investment funds, as amended, by the law of 23 July 2016 on reserved alternative investment funds, or is a securitization company governed by the law of 22 March 2004 on securitization, as amended, or is a capital company governed by the law of 15 June 2004 on venture capital vehicles, as amended.[1]

An individual holder of Exchange Notes, whether he/she is a resident of Luxembourg or not, is not subject to Luxembourg wealth tax on such Exchange Notes.

*Other Taxes*

In principle, neither the issuance nor the transfer, repurchase or redemption of Exchange Notes will give rise to any Luxembourg registration tax or similar taxes.

However, a fixed or *ad valorem* registration duty may be due upon the registration of the Exchange Notes in Luxembourg in the case where the Exchange Notes are physically attached to a public deed or to any other document subject to mandatory registration, as well as in the case of a registration of the Exchange Notes on a voluntary basis.

Where a holder of Exchange Notes is a resident of Luxembourg for tax purposes at the time of his/her death, the Exchange Notes are included in his/her taxable estate for inheritance tax assessment purposes.

Gift tax may be due on a gift or donation of Exchange Notes if embodied in a Luxembourg deed passed in front of a Luxembourg notary or recorded in Luxembourg.

**Material Bermuda Tax Consequences**

Under current law, no income or withholding taxes are imposed in Bermuda upon the issue, transfer or sale, or payments made in respect of the debt securities of a Bermuda exempted company or guarantees thereof issued in relation to a Bermuda exempted company or guarantees issued by a Bermuda exempted company in relation to foreign issue debt securities. We have received from the Minister of Finance of Bermuda under the Exempted Undertakings Tax Protection Act of 1966 an undertaking that, in the event of there being enacted in Bermuda any legislation imposing any tax computed on profits or income, including any dividend or capital gains withholding tax, or computed on any capital assets, gain or appreciation or any tax in the nature of an estate or inheritance tax or duty, the imposition of such tax shall not be applicable to us or any of our operations, nor to our common shares nor to our obligations until March 31, 2035. This undertaking does not, however, prevent the application of Bermuda taxes to persons ordinarily resident in Bermuda.

**Material U.S. Federal Income Tax Consequences**

The exchange of outstanding unregistered notes for exchange notes in the exchange offer will not constitute a taxable event to holders for United States federal income tax purposes. Consequently, no gain or loss will be recognized by a holder upon receipt of an exchange note, the holding period of the exchange note will include the holding period of the outstanding unregistered note exchanged therefor and the basis of the exchange note will be the same as the basis of the outstanding unregistered note immediately before the exchange.

[1] Note, however, that securitization companies governed by the law of 22 March 2004 on securitization, as amended, or capital companies governed by the law of 15 June 2004 on venture capital vehicles, as amended, or reserved alternative investment funds governed by the law of 23 July 2016 and which fall under the special tax regime set out under article 48 thereof may, under certain conditions, be subject to minimum net wealth tax.

**Persons considering the exchange of outstanding unregistered notes for exchange notes should consult their own tax advisors concerning the United States federal income tax consequences of the exchange in light of their particular situations as well as any non-United States federal income tax consequences of the exchange, such as United States federal estate, state, local and foreign tax consequences.**

## PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for outstanding unregistered notes where such outstanding unregistered notes were acquired as a result of market-making activities or other trading activities. The Issuer has agreed that, for a period of 180 days after the expiration date, it will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale.

The Issuer will not receive any proceeds from any sale of exchange notes by broker-dealers. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a "distribution" of such exchange notes may be deemed to be an "underwriter" within the meaning of the Securities Act, and any profit on any such resale of exchange notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The Letter of Transmittal states that, by acknowledging that it will deliver, and by delivering, a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 180 days after the expiration date, the Issuer will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the Letter of Transmittal. The Issuer has agreed to pay all expenses incident to the exchange offer (including the expenses of one counsel for the holders of the outstanding unregistered notes) other than commissions or concessions of any brokers or dealers and will indemnify the holders of the outstanding unregistered notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

### Luxembourg

This prospectus has not been approved by and will not be submitted for approval to (i) the Luxembourg financial sector regulator (the *Commission de surveillance du secteur financier*) for the purposes of a public offering or sale in Luxembourg of the exchange notes or admission to the official list of the Luxembourg Stock Exchange ("LuxSE") and trading on the LuxSE's regulated market of the exchange notes or to (ii) the LuxSE for the purposes of admitting the exchange notes to the official list of the LuxSE and trading on the LuxSE's Euro MTF market (the "Euro MTF Market"). Accordingly, the exchange notes may not be offered or sold to the public in Luxembourg, directly or indirectly, or listed or traded on the LuxSE's regulated market or the Euro MTF Market, and neither this prospectus nor any other circular, prospectus, form of application, advertisement or other material may be distributed, or otherwise made available in or from, or published in, Luxembourg except in circumstances which do not constitute a public offer of securities to the public subject to prospectus requirements in accordance with the Luxembourg act of July 10, 2005, on prospectuses for securities, as amended.

## LEGAL MATTERS

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

## EXPERTS

The consolidated financial statements of Genpact Limited and subsidiaries as of December 31, 2017 and 2016, and for each of the years in the three-year period ended December 31, 2017, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2017 have been incorporated by reference herein in reliance upon the reports of KPMG, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing. The audit report on the effectiveness of internal control over financial reporting as of December 31, 2017, contains an explanatory paragraph that states that management excluded from its assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2017 certain acquired businesses associated with total assets of $278,569 thousands (of which $258,432 thousands represent goodwill and intangible assets included within the scope of the assessment) and total revenues of $94,456 thousands included in the consolidated financial statements of the Company as of and for the year ended December 31, 2017, and that our audit of internal control over financial reporting of the Company also excluded an evaluation of the internal control over financial reporting of these acquired businesses.

## CERTAIN INSOLVENCY LAW CONSIDERATIONS

### Luxembourg

The insolvency laws of Luxembourg may not be as favorable to holders of exchange notes as insolvency laws of other jurisdictions with which investors may be familiar. The Issuer is organized and has (i) its central administration for the purposes of the Luxembourg act dated 10 August 1915 on commercial companies, as amended (the "*Companies Act 1915*"), and (ii) its center of main interests (*centre des intérêts principaux*), for the purposes of the Council Regulation (EU) 2015/848 of the European Parliament and of the Council of May 20, 2015 on insolvency proceedings (recast), as amended (the "EU Insolvency Regulation"), in Luxembourg. Accordingly, insolvency proceedings affecting the Issuer would be governed by Luxembourg insolvency laws. The following is a brief description of the key features of Luxembourg insolvency proceedings and certain aspects of insolvency laws in the Luxembourg as they may apply in respect of the Issuer.

The following is a brief description of the key features of Luxembourg insolvency proceedings and certain aspects of insolvency laws in the Luxembourg as they may apply in respect of the Issuer.

#### *Luxembourg Insolvency Proceedings*

Under Luxembourg insolvency laws, the following types of proceedings (together referred to as "Insolvency Proceedings") may be opened against the Issuer to the extent that it its center of main interests (*centre des intérêts principaux*), for the purposes of the EU Insolvency Regulation, and central administration (*administration centrale*) in Luxembourg:

(1) bankruptcy proceedings (*faillite*);

(2) controlled management proceedings (*gestion contrôlée*); and

(3) composition proceedings (*concordat préventif de la faillite*).

In addition to these Insolvency Proceedings, the ability of the holders of the exchange notes to receive payment on the exchange notes may be affected by a decision of the Commercial District Court (*Tribunal d'arrondissement siégeant en matière commerciale*) granting suspension of payments (*sursis de paiements*) or putting the Issuer into judicial liquidation (*liquidation judiciaire*).

#### *Bankruptcy Proceedings (Faillite)*

*General Administration of Bankruptcy Proceedings*

The opening of bankruptcy proceedings may be requested by the Issuer or by any of its creditors. Following such a request, the Commercial District Court having jurisdiction may open bankruptcy proceedings in the event that the Issuer (a) has ceased to make payments (*cessation de paiements*) and (b) has lost its commercial creditworthiness (*ébranlement de crédit*). If the Commercial District Court considers that these conditions are met, it may open bankruptcy proceedings on its own motion, absent a request made by the Issuer or a creditor.

If the Commercial District Court declares a company bankrupt, it will appoint one or more bankruptcy receivers (*curateur(s)*), depending on the complexity of the proceedings and a supervisory judge (*juge-commissaire*) to supervise the bankruptcy proceedings.

The period within which creditors must file their proof of claims (*déclaration de créance*) is specified in the judgment adjudicating the company bankrupt. Claims filed after such period may nevertheless be taken into account by the bankruptcy receiver subject to certain limitations as to distributable proceeds.

The bankruptcy receiver takes over the management and control of the Issuer in place of the managers. The bankruptcy receiver will realize the Issuer's assets and distribute the proceeds to the Issuer's creditors in

accordance with the statutory order of payment and, if there are any funds left, to the bankrupt company's shareholders. The bankruptcy receiver represents the Issuer as well as the creditors collectively (*masse des créanciers*).

The bankruptcy receiver will need to obtain from the Commercial District Court permission for certain acts, such as agreeing to a settlement of claims or deciding to pursue the business of the Issuer during the bankruptcy proceedings.

Bankruptcy is governed by public policy and rules, which generally delay the process and limit restructuring options of the group to which the bankrupt company belongs.

On closing of the bankruptcy proceedings, the bankrupt company will normally be dissolved.

***Effects of Bankruptcy Proceedings***

The main effect of bankruptcy proceedings is the suspension of all measures of enforcement against the Issuer, except, subject to certain limited exceptions, for secured creditors, and the payment of unsecured creditors of the Issuer in accordance with their rank upon the realization of the assets of the Issuer.

In principle, contracts of the bankrupt company are not automatically terminated on commencement of bankruptcy proceedings, save for contracts for which the identity or solvency of the company was crucial (*intuitu personae* agreements) for the other party. However, certain contracts are terminated automatically by law, such as employment contracts, unless expressly confirmed by the receiver. Contractual provisions purporting to terminate a contract upon bankruptcy are generally held as being valid. The receiver may choose to terminate contracts of the company subject to the rule of "*exceptio non adimpleti contractus*" and the creditors' interest.

Unsecured claims of the Issuer (such as the Issuer's liabilities under the Notes) will, in the event of a liquidation of the Issuer, only rank after (i) the cost of liquidation (including any debt incurred for the purpose of such liquidation) and (ii) the debts of the Issuer that are entitled to priority under Luxembourg law. Preferential debts under Luxembourg law include, *inter alia*:

(1) certain amounts owed to the Luxembourg Revenue;

(2) value-added tax and other taxes and duties owed to the Luxembourg Customs and Excise;

(3) social security contributions; and

(4) remuneration owed to employees.

Assets over which a security interest has been granted will in principle not be available for distribution to unsecured creditors of the Issuer (except after enforcement and to the extent a surplus is realized and subject to application of the relevant priority rules, liens and privileges arising mandatorily by law). During insolvency proceedings, all enforcement measures by unsecured creditors of the Issuer are suspended.

Luxembourg insolvency laws may also affect transactions entered into or payments made by the Issuer during the pre-bankruptcy hardening period (*période suspecte*) which is fixed by the Luxembourg court and dates back not more than six months as from the date on which the Luxembourg court formally adjudicates a company bankrupt, and, as for specific payments and transactions, during an additional period of ten days before the commencement of such period. In particular:

(1) pursuant to article 445 of the Luxembourg code of commerce, some transactions (in particular, the granting of a security interest for antecedent debts, save in respect of financial collateral arrangements within the meaning of the Luxembourg law of August 5, 2005 on collateral arrangements, as amended (the "Collateral Act 2005")), the payment of debts which have not fallen due, whether payment is made

in cash or by way of assignment, sale, set-off or by any other means; the payment of debts which have fallen due by any means other than in cash or by bill of exchange (unless, arguably, that method of payment was agreed from inception), transactions without consideration or with substantially inadequate consideration entered into during the suspect period (or the ten days preceding it) must be set aside, if so requested by the bankruptcy receiver;

(2) pursuant to article 446 of the Luxembourg code of commerce, payments made for matured debts as well as other transactions concluded for consideration during the suspect period are subject to setting aside by the Commercial District Court upon proceedings initiated by the bankruptcy receiver, if they were concluded with the knowledge of the bankrupt's cessation of payments; and

(3) pursuant to article 448 of the Luxembourg code of commerce and article 1167 of the Luxembourg civil code (*action paulienne*), the bankruptcy receiver (acting on behalf of the creditors) has the right to challenge any fraudulent payments and transactions, including the granting of security with an intent to defraud, made prior to the bankruptcy, without any time limit.

***Controlled Management Proceedings (Gestion Contrôlée)***

*General Administration of Controlled Management Proceedings*

The Issuer, which has lost its commercial creditworthiness (*ébranlement de crédit*) or which is not in a position to completely fulfil its obligations, can apply for the regime of controlled management in order either (i) to restructure its business or (ii) to realize its assets in good conditions. An application for controlled management can only be made by the Issuer.

The loss of commercial creditworthiness (*ébranlement de crédit*) is identical to the credit test applied in bankruptcy proceedings. As to the second criteria (that is, the case where a company is not in a position to completely fulfil its obligations), a broad view of the total situation of the Issuer is taken. Controlled management proceedings is only available for good-faith debtor.

Controlled management proceedings are rarely used as they are not often successful and generally lead to bankruptcy proceedings. They are occasionally applied to companies, in particular holding or finance companies, which are part of an international group and whose inability to meet obligations results from a default of group companies.

The proceedings are divided into three steps:

(1) The Issuer must file an application with the Commercial District Court. The Commercial District Court can reject the application because (i) the Issuer has already been declared bankrupt or (ii) the evidence brought forward by the Issuer does not ensure the stabilization and the normal exercise of the Issuer's business or improve the realization of the Issuer's assets in better conditions. If the application is upheld at this stage, the Commercial District Court will appoint an investigating judge (*juge délégué*) to make a report on the overall situation of the Issuer.

(2) Once the investigating judge has delivered a report, the Commercial District Court may (i) turn down the application on the ground that the proposals made by the applicant are unlikely to lead to the reorganization of the business or the realization of the assets in better conditions or (ii) appoint one or more administrators (*commissaires*) who will supervise the management of the assets of the Issuer. If the Commercial District Court ascertains that the Issuer is unable to pay its creditors (*i.e.*, the Issuer has ceased its paiements (*cessation de paiements*)), it may set the date as from which the Issuer will be deemed to have been in such situation. Such date may be set up to six months prior to the filing of application for controlled management proceedings. However, bankruptcy may only be declared if the two conditions for bankruptcy are met (cessation of payment (*cessation de paiements*) and loss of commercial creditworthiness (*ébranlement de crédit*)), and if the application has been dismissed either before or after consideration of the report by the investigating judge or after the reorganization plan

proposed by the administrators (*commissaires*) at the third step described below. The administrators will draw up the inventory of the assets as well as the financial situation of the Issuer. They are also in charge of the annual accounts of the Issuer. The administrators may also prescribe any act they consider to be in the interests of the applicant or its creditors. The administrators have to be convened to any meeting of the board of directors or of managers. They may attend all board meetings but have no voting rights. They have the right to convene such board meetings.

(3) The administrators will draft a reorganization plan in respect of the applicant's business or a plan for realization of the assets, within the deadlines set forth by the Commercial District Court. The plan shall equitably take into account all interests involved and will comply with the ranking of mortgages (*hypothèques*) and privileges (*privilèges*) as required by law, without taking into account any contractual clause regarding termination, penalties or acceleration. The administrators will notify the draft plan to the creditors, joint debtors and guarantors. Within 15 days of such notification or publication, the creditors will inform the Commercial District Court whether they agree or object to the draft plan. Any creditor who abstains will be considered as having adhered to the plan. The creditors, the company, the joint debtors and the guarantors may submit written observations to the Commercial District Court. The Commercial District Court may (i) approve the plan if a majority of the creditors representing, via their claims which have not been challenged by the administrators, at least half of the Issuer's liabilities have agreed thereto or (ii) disagree with the plan proposed by the administrators even though a majority of the creditors representing, via their claims which have not been challenged by the administrators, at least half of the company's liabilities have agreed to such plan, in which case the application for controlled management will be dismissed or (iii) ask the administrators to propose an amended plan (such amended plan will have to be submitted again to the creditors). The judgment approving the plan will be binding upon the company and its creditors, joint debtors and guarantors. The fees of the administrators will be fixed by the Commercial District Court and will be borne by the company. The administrators who at the same time are creditors of the applicant are not entitled to any fees.

*Effects of Controlled Management Proceedings*

As from the day of the appointment of the investigating judge and up to the final decision on the application for controlled management, any subsequent enforcement proceedings or acts, even if initiated by privileged creditors (including creditors who have the benefit of pledges (*gages*) and mortgages (*hypothèques*)) are stayed, save as provided for by the Collateral Act 2005. The Issuer may not enter into any act of disposition, mortgage and contract or accept any movable asset without the authorization of the investigating judge.

Once the administrators have been appointed, the Issuer may not carry out any act (including receiving funds, lending money, granting any security, or making any payment) without the prior authorization of the administrators. The administrators may bring any action before the Commercial District Court in order to have any act made in violation of the legislation governing the controlled management or in fraud of the creditors' rights be set aside. Subject to the prior authorization of the Commercial District Court, they may bring an action (i) to have the directors, managers or the statutory auditor be held liable or (ii) if the Commercial District Court has declared the company to be in cessation of payments, to have certain payments, compensations or security interests be set aside (under certain conditions set forth in Articles 445 et seq. of the Luxembourg code of commerce).

***Preventive Composition Proceedings (Concordat Préventif De La Faillite)***

*General Administration of Preventive Composition Proceedings*

The Issuer may enter into preventive composition proceedings (*concordat préventif de la faillite*) in order to resolve its financial difficulties by entering into an agreement with its creditors, the purpose of which is to avoid bankruptcy.

Preventive composition proceedings may only be applied for by a company which is in financial difficulty. Similar to controlled management proceedings, the preventive composition proceedings are not available if the company has already been declared bankrupt by the Commercial District Court or if the company is acting in bad faith. The application for the preventive composition proceedings can only be made by the Issuer and must be supported by proposals of preventive composition.

The Commercial District Court will delegate to a delegated judge (juge délégué) the duty to verify, and to prepare a report on, the situation of the Issuer. Based on such report, the Commercial District Court will decide whether or not to pursue the preventive composition proceedings. If the Commercial District Court considers that the procedure should not be pursued, it will in the same judgment declare the bankruptcy of the company (which bankruptcy may also be declared during the preventive composition proceedings if the conditions for the composition proceedings are not met). If the Commercial District Court considers that the procedure may be pursued, it will set the place, date and hour of a meeting (assemblée concordataire) at which the creditors will be convened. The delegated judge will make its report at the assemblée concordataire.

The preventive composition may only be adopted if a majority of the creditors representing, by their unchallenged claims, three-quarters of the Issuer's debt, has adhered to the proposal and if the preventive composition has been homologated by the Commercial District Court. Creditors benefiting from mortgages (hypothèques), privileges (privilèges) or pledges (gages) only have a deliberating voice in the operations of the concordat, if they renounce the benefit of their mortgages, privileges or pledges. The vote in favor of the concordat entails renunciation. The renunciation may be limited by the secured creditors to only a portion (but representing at least 50% in value) of their claims with corresponding voting rights.

The preventive composition has no effect on the claims secured by a mortgage, a privilege or a pledge and on claims by the tax authorities. If the application results in a preventive composition arrangement sanctioned by the Commercial District Court, the preventive composition could still either be annulled (if it has not been executed) or terminated (in case of fraud or bad faith of the company). In such scenarios, the Commercial District Court may adjudicate bankrupt the Issuer. The bankruptcy judgment can decide to set the date of cessation of payment to the date of the application for the preventive composition proceedings. If that date is less than six months prior to the bankruptcy judgment, the court can of course set the cessation of payment date at six months prior to its judgment.

Preventive composition proceedings are rarely used in practice since they are not binding upon secured creditors.

*Effects of Preventive Composition Proceedings*

The Issuer's business activities continue during the preventive composition proceedings. While the preventive composition is being negotiated, the Issuer may not dispose of, or grant any security over, any assets without the approval of the delegated judge. Once the preventive composition has been agreed by the Commercial District Court, this restriction is lifted. However, the Issuer's business activities will still be supervised by the delegated judge.

Except as provided for in Collateral Act 2005, while the preventive composition is being negotiated, unsecured creditors may not take action against the company to recover their claims. Secured creditors who do not participate in the preventive composition proceedings may take action against the Issuer to recover their claims and to enforce their security. Fraudulent transactions which took place before the date on which the Commercial District Court commenced preventive composition proceedings may be set aside (please see the bankruptcy proceedings section above).

***Suspension of Payments Proceedings (Sursis De Paiements)***

*General Administration of a Suspension of Payments Proceedings*

A suspension of payments (*sursis de paiements*) for commercial companies is different from the *sursis de paiement* proceedings available to banks and insurance companies. It can only be applied to a company which, as a result of extraordinary and unforeseeable events, has to temporarily cease its payments but which has on the basis of its balance sheet sufficient assets to pay all amounts due to its creditors. The suspension of payments may also be granted if the situation of the applicant, even though showing a loss, presents serious elements of reestablishment of the balance between its assets and its debts.

The purpose of the suspension of payments proceedings is to allow a business undertaking experiencing financial difficulties to suspend its payments for a limited time after a complex proceeding involving both the Commercial District Court and the *Cour supérieure de justice* and the approval by a majority of the creditors representing, by their claims, three-quarters of the company's debts (excluding claims secured by privilege (*privilège*), mortgage (*hypothèque*) or pledge (*gage*)).

The suspension of payments is, however, not for general application, which is one of the main reasons it has lost its attractiveness. It only applies to those liabilities which have been assumed by the debtor prior to obtaining the suspension of payment and has no effect as far as taxes and other public charges or secured claims (by right of privilege, a mortgage or a pledge) are concerned.

*Effects of Suspension of Payments Proceedings*

During the suspension of payments, ordinary creditors cannot open enforcement proceedings against the Issuer or the Issuer's assets. This stay on enforcement does not extend to preferred creditors, or to creditors which are secured by mortgages (*hypothèques*), pledges (*gages*) or financial collateral arrangements governed by the Collateral Act 2005. The Issuer continues to manage its own business under the supervision of a court-appointed administrator who must approve most of the transactions carried out by the Issuer.

When a suspension of payments ends, the stay on enforcement is terminated and the Issuer's managers can run the business again.

***Judicial Liquidation***

Judicial liquidation proceedings may be opened at the request of the public prosecutor against companies pursuing an activity violating criminal laws or that are in serious violation of the Luxembourg commercial code or of the Luxembourg law dated August 10, 1915 on commercial companies, as amended (the Companies Act 1915).

The management of such judicial liquidation proceedings will generally follow similar rules as those applicable to bankruptcy proceedings.


# Genpact Luxembourg S.à r.l.
# Genpact Limited

**Offer to Exchange**
**3.700% Senior Notes due 2022**

**Subject to completion, dated June 4, 2018**

## PART II
## INFORMATION NOT REQUIRED IN PROSPECTUS

**Item 20.** ***Indemnification of Directors and Officers.***

**Luxembourg Registrant**

*Genpact Luxembourg S.à r.l. is a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register under number B131149.*

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

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

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

**Bermuda Registrant**

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

The Companies Act 1981 of Bermuda, as amended from time to time (the "Bermuda Act"), provides that through its bye-laws or any other contract or arrangement, a company may exempt its directors and officers from, or indemnify them against, any loss arising or liability attaching to them by virtue of any rule of law in respect of negligence, default, breach of duty or breach of trust of which the officer or person may be guilty in relation to the company or any subsidiary thereof. Such exemption or indemnification provisions do not extend to instances where the liability of said directors and officers arises from fraud or dishonesty of which they may be guilty in relation to the company. A company may nonetheless indemnify any such officer against any liability incurred in defending any proceedings, whether civil or criminal, in which judgment is given in his favor or in which he is acquitted (or where relief is granted under Section 281 of the Bermuda Act).

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

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

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

The foregoing is only a general summary of certain aspects of Bermuda law and provisions dealing with indemnification of directors and officers and does not purport to be complete. It is qualified in its entirety by reference to the detailed provisions of the Bermuda Act and the bye-laws of the Parent Guarantor.

**Item 21.** ***Exhibits and Financial Statement Schedules.***

See the Exhibit Index following the signature pages hereto, incorporated by reference herein.

**Item 22.** ***Undertakings.***

(a) Each of the undersigned registrants hereby undertakes:

(1) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) that, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;

(3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;

(4) that, for the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use;

(5) that, for the purpose of determining liability of the registrants under the Securities Act to any purchaser in the initial distribution of the securities, in a primary offering of securities of the undersigned registrants pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the

purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrants will be sellers to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrants or used or referred to by the undersigned registrants;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of the undersigned registrants; and

(iv) any other communication that is an offer in the offering made by the undersigned registrants to the purchaser; and

(6) that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrants' annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of a registrant pursuant to the foregoing provisions, or otherwise, such registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of their counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by them is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(b) Each of the undersigned registrants hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(c) Each of the undersigned registrants hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

Table of Contents

## EXHIBIT INDEX

| | |
|---|---|
| 3.1* | Updated & Consolidated Articles of Association of Genpact Luxembourg S.à r.l. |
| 3.2 | Memorandum of Association of Genpact Limited (incorporated by reference to Exhibit 3.1 to Amendment No. 2 of Genpact Limited's Registration Statement on Form S-1 (File No. 333-142875) filed with the SEC on July 16, 2007). |
| 3.3 | Bye-laws of Genpact Limited (incorporated by reference to Exhibit 3.3 to Amendment No. 4 of the Genpact Limited's Registration Statement on Form S-1 (File No. 333-142875) filed with the SEC on August 1, 2007). |
| 4.1 | Base Indenture, dated as of March 27, 2017, by and among the Issuer, the Parent Guarantor and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Parent Guarantor's Current Report on Form 8-K (File No. 001-33626) filed with the SEC on March 28, 2017). |
| 4.2 | First Supplemental Indenture, dated as of March 27, 2017, by and among the Issuer, the Parent Guarantor and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.2 to the Parent Guarantor's Current Report on Form 8-K (File No. 001-33626) filed with the SEC on March 28, 2017). |
| 4.3 | Form of 3.700% Senior Note due 2022 (incorporated by reference to Exhibit 4.3 to the Parent Guarantor's Current Report on Form 8-K (File No. 001-33626) filed with the SEC on March 28, 2017). |
| 4.4 | Registration Rights Agreement, dated March 27, 2017, by and among the Issuer, the Parent Guarantor and Citibank Global Markets Inc., Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC (incorporated by reference to Exhibit 4.4 to the Parent Guarantor's Current Report on Form 8-K (File No. 001-33626) filed with the SEC on March 28, 2017). |
| 5.1* | Opinion of Cravath, Swaine & Moore LLP. |
| 5.2* | Opinion of Appleby (Bermuda) Limited. |
| 5.3* | Opinion of Allen & Overy, *société en commandite simple* (*inscrite au barreau de Luxembourg*). |
| 12.1* | Computation of Ratio of Earnings to Fixed Charges. |
| 21.1* | Subsidiaries of the Issuer. |
| 21.2 | Subsidiaries of the Parent Guarantor (incorporated by reference to Exhibit 21.1 to the Parent Guarantor's Annual Report on Form 10-K (File No. 001-33626) filed with the SEC on March 1, 2018). |
| 23.1* | Consent of KPMG. |
| 23.2* | Consent of Cravath, Swaine & Moore LLP (included in Exhibit 5.1). |
| 23.3* | Consent of Appleby (Bermuda) Limited (included in Exhibit 5.2). |
| 23.4* | Consent of Allen & Overy, *société en commandite simple* (*inscrite au barreau de Luxembourg*) (included in Exhibit 5.3). |
| 24.1* | Powers of Attorney (included on the signature pages to this Registration Statement). |
| 25.1* | Statement of Eligibility under the Trust Indenture Act of 1939 by Wells Fargo Bank, National Association (Form T-1). |
| 99.1* | Form of Letter of Transmittal. |
| 99.2* | Form of Letter to Clients. |
| 99.3* | Form of Letter to Brokers. |
| 99.4* | Form of Notice of Guaranteed Delivery. |

* Filed herewith.

Table of Contents

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Grand Duchy of Luxembourg, on June 4, 2018.

GENPACT LUXEMBOURG S.À R.L.

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

## AUTHORIZED REPRESENTATIVE IN THE UNITED STATES

Pursuant to the requirements of the Securities Act of 1933, as amended, Genpact Luxembourg S.à r.l. has duly caused this Registration Statement to be signed by the following duly authorized representative in the United States:

GENPACT LUXEMBOURG S.À R.L.

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

## Power of Attorney

We, the undersigned managers of Genpact Luxembourg S.à r.l. hereby severally constitute and appoint Victor Guaglianone and Heather White, and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below this Registration Statement and any and all amendments to said Registration Statement and generally to do all such things in our name and behalf in our capacities as managers to enable Genpact Luxembourg S.à r.l. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any of them, to said Registration Statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

| Signature | Title | Date |
|---|---|---|
| /s/ Lucinda Full<br>Lucinda Full | Class A Manager | June 4, 2018 |
| /s/ Stacy Simpson<br>Stacy Simpson | Class A Manager | June 4, 2018 |
| /s/ Rodica Gandore<br>Rodica Gandore | Class A Manager | June 4, 2018 |
| /s/ Pamela Valasuo<br>Pamela Valasuo | Class B Manager | June 4, 2018 |

Table of Contents

| Signature | Title | Date |
|---|---|---|
| /s/ Harald Charbon<br>Harald Charbon | Class B Manager | June 4, 2018 |
| /s/ Francesco Cavallini<br>Francesco Cavallini | Class B Manager | June 4, 2018 |

Table of Contents

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on June 4, 2018.

GENPACT LIMITED

By: /s/ N.V. Tyagarajan
Name: N.V. Tyagarajan
Title: *President and Chief Executive Officer*

## Power of Attorney

We, the undersigned officers and directors of Genpact Limited hereby severally constitute and appoint Victor Guaglianone and Heather White, and each of them singly, our true and lawful attorneys with full power to any of them, and to each of them singly, to sign for us and in our names in the capacities indicated below any and all amendments (including post-effective amendments) to this Registration Statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable Genpact Limited to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any of them, to said Registration Statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

| Signature | Title | Date |
|---|---|---|
| /s/ N.V. Tyagarajan<br>**N.V. Tyagarajan** | President, Chief Executive Officer and Director<br>(Principal Executive Officer) | June 4, 2018 |
| /s/ Edward J. Fitzpatrick<br>**Edward J. Fitzpatrick** | Chief Financial Officer<br>(Principal Financial and Accounting Officer) | June 4, 2018 |
| /s/ Robert G. Scott<br>**Robert G. Scott** | Director | June 4, 2018 |
| /s/ Amit Chandra<br>**Amit Chandra** | Director | June 4, 2018 |
| /s/ Laura Conigliaro<br>**Laura Conigliaro** | Director | June 4, 2018 |
| /s/ David Humphrey<br>**David Humphrey** | Director | June 4, 2018 |
| /s/ Carol Lindstrom<br>**Carol Lindstrom** | Director | June 4, 2018 |

Table of Contents

| Signature | Title | Date |
|---|---|---|
| /s/ James C. Madden<br>**James C. Madden** | Director | June 4, 2018 |
| /s/ Alex Mandl<br>**Alex Mandl** | Director | June 4, 2018 |
| /s/ CeCelia Morken<br>**CeCelia Morken** | Director | June 4, 2018 |
| /s/ Mark Nunnelly<br>**Mark Nunnelly** | Director | June 4, 2018 |
| /s/ Mark Verdi<br>**Mark Verdi** | Director | June 4, 2018 |

**Exhibit 3.1**

**Document émis électroniquement**

**Registre de Commerce et des Sociétés**

Numéro RCS : B131149
Référence de dépôt : L180044856
Déposé et enregistré le 21/03/2018

**«Genpact Luxembourg S.à r.l.»**

Société à responsabilité limitée

**L-1882 Luxembourg**

**12F, Rue Guillaume Kroll**

Capital social: 27.000.- USD (Dollar des Etats-Unis)

R.C.S. Luxembourg: **B131149**

Constituée suivant acte reçu par Maître Martine SCHAEFFER, notaire de résidence à Luxembourg, en date du 30 août 2007, publié au Mémorial C, Recueil des Sociétés et Associations numéro 2187 du 3 octobre 2007.

Les statuts ont été modifiés en dernier lieu suivant acte reçu par Maître Henri HELLINCKX, notaire de résidence à Luxembourg, en date du 18 décembre 2017, publié au Recueil Electronique des Sociétés et Associations (le **«RESA»)** numéro RESA_2018_051 du 6 mars 2018.

**STATUTS COORDONNÉS**

**Au 18 décembre 2017**

## Chapter I.- Name - Duration - Object - Registered office

### Article 1. Name – Definitions

There exists a private limited liability company (société à responsabilité limitée) by the name of **"Genpact Luxembourg S.à r.l."** (the **"Company"**) which will be governed by the laws of the Grand Duchy of Luxembourg and particularly by the law of 10 August 1915 on commercial companies, as amended (the **"Law"**)as well as by the present articles of association (the **"Articles"**).

The following words and expressions, whenever used in these Articles, shall have the following meanings:

**"Available Amount"** means the total amount of net profits of the Company (including carried forward profits) to the extent the shareholders would have been entitled to dividend distributions according to the Articles, increased by (i) any freely distributable reserves (including for the avoidance of doubt the share premium reserve) and (ii) as the case may be by the amount of the share capital reduction and Legal Reserve reduction relating to the class of shares to be redeemed and cancelled but reduced by (i) any losses (included carried forward losses), and (ii) any sums to be placed into reserve(s) pursuant to the requirements of the Companies Act or of the Articles, each time as set out in the relevant Interim Accounts, so that:

AA = (NP + P+ CR) – (L + LR)

Whereby:

AA= Available Amount

NP= net profits (including carried forward profits)

P= any freely distributable reserves (including the share premium reserve)

CR = the amount of the share capital reduction and Legal Reserve reduction relating to the class of shares to be cancelled

L= losses (including carried forward losses)

LR = any sums to be placed into reserve(s) pursuant to the requirements of the Law or of the Articles;

**"Cancellation Value Per Share"** shall be calculated by dividing the Total Cancellation Amount to be applied to the class of shares to be repurchased and cancelled by the number of shares in issue in such class of shares;

**"Interim Accounts"** means the interim accounts of the Company under Luxembourg GAAP as at the relevant Interim Account Date;

**"Interim Account Date"** means the date no earlier than ninety (90) days before the date of the repurchase and cancellation of a class of shares;

**"Legal Reserve"** has the meaning given to it in article 20; and

**"Total Cancellation Amount"** means the amount determined by the Board of Managers approved by the general meeting on the basis of the relevant Interim Accounts. The Total Cancellation Amount shall be lower or equal to the entire Available Amount at the time of the cancellation of the relevant class of shares unless otherwise resolved by the general meeting in the manner provided for an amendment of the Articles.

**Art. 2. Corporate object.**

2.1. The Company may carry out all transactions pertaining directly or indirectly to the acquisition of participations in any company, partnership or other entity in any form whatsoever, and the administration, management, control and development of those participations, as well as the entry into joint ventures of a corporate or contractual form.

2.2. The Company may establish, manage, develop and dispose of its assets as they may be composed from time to time and namely but not limited to its portfolio of securities, participations and intellectual property rights (including but not limited to patents and trademarks) of whatever origin, participate in the creation, development and control of any enterprise, acquire securities, participations and intellectual property rights (including but not limited to patents and trademarks) by way of investment, subscription, underwriting or option, further such securities, participations and intellectual property rights, and realize them by way of sale, transfer, exchange or otherwise.

2.3. The Company may hold a portfolio of receivables which it may fund by obtaining finance from intra-group or third-party sources. It may grant any assistance including financial assistance, loans, advances, security interests over some or all its assets (including by way of pledge) or guarantees to or for the benefit of (i) companies in which the Company has a direct or indirect participation, including but not limited to subsidiaries and/or affiliates of the group to which the Company belongs and (ii) any other enterprise with which the Company has any business relationship or (iii) third parties.

2.4. The Company may carry out any industrial or commercial activity which directly or indirectly favours the realisation of its objects, take any measure and carry out any operation, including, without limitation, commercial, financial and real estate transactions which it may deem necessary or useful for the accomplishment and development of its objects.

2.5. The Company may borrow from subsidiaries and/or affiliates of the Company and/or any other person or entity in any form: It may enter into any type of loan agreement and it may issue, by way of private placement and/or by way of public offer or otherwise, notes, bonds (in registered form or in bearer form), debentures or any kind of debt securities (whether or not convertible or exchangeable or in any other form) under one or more issuance programmes.

**Art. 3. Duration.** The Company is formed for an unlimited period of time.

**Art. 4. Registered office.**

4.1 The Company has its registered office in Luxembourg City.

4.2 It may be transferred to any other place within the Grand Duchy of Luxembourg by means of a resolution of an extraordinary general meeting of its shareholders. It may be transferred within the boundaries of the municipality by a resolution of the board of managers of the Company.

4.3 The Company may have offices and branches (whether or not permanent establishments), both in Luxembourg and abroad.

## Chapter II.- Corporate capital

### Article 5. Share Capital

The Company's subscribed share capital is fixed at twenty-seven thousand United States Dollars (USD 27,000.-) divided into:

- Five hundred (500) class A shares with a nominal value of forty United States Dollars (USD 40.-) each, all subscribed and fully paid up;

- Twenty-five (25) class B shares with a nominal value of forty United States Dollars (USD 40.-) each, all subscribed and fully paid up;

- Twenty-five (25) class C shares with a nominal value of forty United States Dollars (USD 40.-) each, all subscribed and fully paid up;

- Twenty-five (25) class D shares with a nominal value of forty United States Dollars (USD 40.-) each, all subscribed and fully paid up;

- Twenty-five (25) class E shares with a nominal value of forty United States Dollars (USD 40.-) each, all subscribed and fully paid up;

- Twenty-five (25) class F shares with a nominal value of forty United States Dollars (USD 40.-) each, all subscribed and fully paid up;

- Twenty-five (25) class G shares with a nominal value of forty United States Dollars (USD 40.-) each, all subscribed and fully paid up; and

- Twenty-five (25) class H shares with a nominal value of forty United States Dollars (USD 40.-) each, all subscribed and fully paid up;

In addition to the corporate capital, there may be set up a premium account into which any premium paid on any share in addition to its nominal value is transferred. The amount of the premium account may be used to provide for the payment of any shares which the Company may redeem from its shareholders, to offset any net realised losses, to make distributions to the shareholders or to allocate funds to the legal reserve.

The rights and obligations attached to the shares of the Company shall be identical except to the extent otherwise provided by these Articles or by the Law. Each share is entitled to one vote at ordinary and extraordinary general meeting.

### Article 6. Amendments to the share capital

The share capital of the Company may be increased or reduced one or several times by a resolution of the sole shareholder or by a decision of the shareholders' meeting adopted in compliance with the quorum and majority rules set by the Articles or, as the case may be, by the Law for any amendment of the Articles, provided that (i) any reduction in the issued share capital of the Company shall be permitted only in accordance with the repurchase and cancellation procedures of Article 10; (ii) any increase in the share capital (a) shall be made proportionately to each class of shares then outstanding and (b) must result in each shareholder holding a proportionate part of each class of shares then outstanding; (iii) any subdivision of a class of shares into new classes of shares must result in each shareholder of the former undivided class of shares holding a proportionate

part of each new subdivided class of shares; and (iv) any combination or aggregation of classes of shares into a new class of shares must result in each shareholder of the former classes of shares holding a proportionate part of the new, combined class of shares.

**Article 7. Profit sharing**

Each share entitles to a fraction of the profits of the Company pursuant to the distribution rules set out in Article 20 hereof.

**Art. 8. Indivisible shares.** Towards the Company, the Company's shares are indivisible, and only one owner is admitted per share. Joint co-owners have to appoint a sole person as their representative towards the Company.

**Article 9. Transfer of shares**

9.1 In case of a sole shareholder, the Company's shares held by the sole shareholder are freely transferable.

9.2 In case of plurality of shareholders, the transfer of shares inter vivos to third parties must be authorized by the general meeting of the shareholders who represent at least three-quarters of the paid-in capital of the Company. No such authorization is required for a transfer of shares among the shareholders.

9.3 The transfer of shares mortis causa to third parties must be accepted by the shareholders who represent three-quarters of the rights belonging to the surviving shareholders.

9.4 The requirements of articles 189 and 190 of the Law will apply.

9.5 Without prejudice to the right of the Company to repurchase a whole class of its own shares followed by their immediate cancelation pursuant to Article 10, and notwithstanding any other provision herein, no shareholder shall sell or otherwise transfer its shares of any class to any person without concurrently selling or otherwise transferring to such person a proportionate interest in each other class of shares then held by the transferring shareholder. Any shareholder who subscribes to or otherwise acquires shares must acquire a proportionate amount of each class of shares issued and then outstanding.

**Article 10. Redemption of shares**

The share capital of the Company may be reduced through the repurchase and cancellation of a class of shares, in whole but not in part, as may be determined from time-to-time by the Board of Managers and approved by the general meeting, provided however that the Company may not at any time purchase and cancel the class A shares. In the case of any repurchase and cancellation of a whole class of shares, such repurchase and cancellation of shares shall be made in reverse alphabetical order (starting with class H shares).

In the event of a reduction of share capital through the repurchase and the cancellation of a whole class of shares (in the order provided for above), each such class of shares entitles the holders thereof to such portion of the Total Cancellation Amount, pro rata to their holding in such class of shares, as determined by the board of managers and approved by the general meeting with respect to the class of shares to be redeemed, and the holders of shares of the repurchased and cancelled class shall receive from the Company an amount equal to the Cancellation Value Per Share for each share of the relevant class of shares held by them and cancelled.

## Chapter III.- Management

### Art. 11. Managers, board of managers, powers of the managers, representation of the Company

11.1 The Company is managed by one or more managers, who do not need to be shareholders. If several managers have been appointed, they will constitute a board of managers. The members of the Board might be split into two categories, respectively denominated “Class A Managers” and “Class B Managers”. Any reference to the Board of Managers or to the managers in the Articles shall be a reference to the sole manager of the Company, if the Company only has one manager.

11.2 The managers need not to be shareholders. The managers are appointed, revoked and replaced by a decision of the general meeting of the shareholders, adopted by shareholders owning more than half of the share capital.

11.3 In dealing with third parties, the managers will have all powers to act in the name and on behalf of the Company in all circumstances and to carry out and approve all acts and operations consistent with the Company’s objects and provided the terms of this article 11 have been complied with.

11.4 All powers not expressly reserved by law or the present articles of association to the general meeting of shareholders fall within the power of the manager, or in case of plurality of managers, of the board of managers.

11.5 The Company shall be bound by the sole signature of its sole manager, and, in case of plurality of managers, by the joint signature of two managers. If the General Meeting of Shareholders decides to create two Classes of Managers (Class A and Class B), the Company will only be bound by the joint signature of any Class A Manager with any Class B Manager.

11.6 The manager, or in case of plurality of managers, any manager may sub-delegate his powers for specific tasks to one or several ad hoc agents. The manager, or in case of plurality of managers, the delegating manager will determine this agent’s responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of his agency.

### Art. 12. Meetings of the Board of Managers.

12.1 A chairman pro tempore of the board of managers may be appointed by the board of managers for each board meeting of the Company. The chairman, if one is appointed, will preside at the meeting of the board of managers for which he has been appointed. The board of managers will appoint a chairman pro tempore, if one is appointed, by vote of the majority of the managers present or represented at the board meeting.

12.2 In the case of plurality of managers, the resolutions of the board of managers shall be adopted by the majority of the managers present or represented. The board of managers can deliberate or act validly only if at least the majority of its members is present or represented at a meeting of the board of managers.

12.3 In the case of plurality of managers, written notice of any meeting of the board of managers will be given to all managers, in writing or by telefax or electronic mail (e-mail), at least 24 (twenty-four) hours in advance of the hour set for such meeting, except in circumstances of emergency. A meeting of the board of managers can be convened by any manager. This notice may be waived if all the managers are present or represented, and if they state that they have been informed on the agenda of the meeting. Separate notice shall not be required for individual meetings held at times and places prescribed in a schedule previously adopted by a resolution of the board of managers.

12.4 A manager may act at a meeting of the board of managers by appointing in writing or by telefax or electronic mail (e-mail) another manager as his proxy. A manager may also participate in a meeting of the board of managers by conference call, videoconference or by other similar means of communication allowing all the

managers taking part in the meeting to be identified and to deliberate. The participation by a manager in a meeting by conference call, videoconference or by other similar means of communication mentioned above shall be deemed to be a participation in person at such meeting and the meeting shall be deemed to be held at the registered office of the Company. The decisions of the board of managers will be recorded in minutes to be held at the registered office of the Company and to be signed by the managers attending, or by the chairman of the board of managers, if one has been appointed. Proxies, if any, will remain attached to the minutes of the relevant meeting.

12.5 Notwithstanding the foregoing, a resolution of the board of managers may also be passed in writing in which case the minutes shall consist of one or several documents containing the resolutions and signed by each and every manager.

The date of such circular resolutions shall be the date of the last signature. A meeting of the board of managers held by way of such circular resolutions is deemed to be held in Luxembourg.

**Art. 13. Liability of the managers.** The managers assume, by reason of their position, no personal liability in relation to any commitment validly made by them in the name of the Company, as long as such commitment is in compliance with the Articles as well as the applicable provisions of the Law.

**Art. 14. Secretary.**

14.1 The Board of Managers may appoint a secretary, either a manager or not, who shall be in charge of keeping and signing the minutes of the meetings of the Board of Managers (the Secretary).

14.2 The Secretary, if any is appointed, shall have the responsibility to act as clerk of the meetings of the Board of Managers and, to the extent practical, of the general meetings of the shareholders, and to keep the records and the minutes of the Board of Managers and of the general meetings of the shareholders and their transactions in a book to be kept for that purpose and to sign the minutes of the Board of Managers and of the general meetings of the shareholders, and he shall perform like duties for all committees of the Board of Managers, if any, when required.

14.3 The minutes of any meeting of the Board of Managers shall be signed by any of the following persons: (i) the chairman of the Board of Managers, (ii) any two managers present at such meeting or (iii) the Secretary, if any is appointed.

14.4 Copies or extracts of the minutes of the Board of Managers which may be produced in judicial proceedings or otherwise shall be signed by any of the following persons (i) the chairman of the Board, (ii) any two managers present at such meeting or (iii) the Secretary, if any is appointed.

## Chapter IV.- General meetings of shareholders

**Art. 15. Annual and extraordinary general meeting of the shareholders.**

15.1 An annual general meeting of the shareholders shall be held at the registered office of the Company, or at such other place in the municipality of its registered office as may be specified in the notice of meeting. Any reference to the shareholders of the Company in these Articles shall be a reference to the sole shareholder of the Company, if the Company only has one shareholder.

15.2 Other general meetings of the shareholders may be held at such place and time as may be specified in the respective notices of meeting.

15.3 As long as the Company has no more than twenty-five (25) shareholders, resolutions of shareholders can, instead of being passed at general meetings, be passed in writing by all the shareholders. In this case, each shareholder shall be sent an explicit draft of the resolutions to be passed, and shall vote in writing (such vote to be evidenced by letter or telefax or electronic mail (e-mail) transmission).

**Art. 16. Shareholders' voting rights, quorum and majority.**

16.1 Each shareholder may participate in general meetings of the shareholders irrespective of the number of shares which he owns.

16.2 The sole shareholder assumes all powers conferred to the general meeting of the shareholders.

16.3 Each shareholder has voting rights commensurate with his shareholding. Collective decisions are only validly taken insofar as they are adopted by shareholders owning more than half of the share capital. However, resolutions to alter the articles of association of the Company, to dissolve or liquidate and to merge the Company may only be adopted by the majority in number of the shareholders owning at least three quarters of the Company's share capital and the nationality of the Company can only be changed by unanimous vote, subject to the provisions of the Law.

16.4 Each shareholder may appoint by proxy a representative who need not be a shareholder to represent him at any general meeting of the shareholders.

**Chapter V.- Accounting year – Financial statements – Profit sharing**

**Art. 17. Accounting year.** The Company's accounting year starts on the 1 January and ends on 31 December of each year (the Accounting Year).

**Art. 18. Financial statements.** Each year the books are closed and the Board of Managers prepares the financial statements of the Company including the balance sheet, the profit and loss accounts and the notes to the accounts in accordance with the relevant Luxembourg legal provisions.

**Art. 19. Inspection of documents.** Each shareholder may inspect the above financial statements at the Company's registered office.

**Article 20. Appropriation of profits, reserves**

The gross profits of the Company stated in the annual accounts, after deduction of general expenses, amortization and expenses represent the net profit. An amount equal to five percent (5%) of the net profis of the Company is allocated to a statutory reserve, until this reserve amounts to ten percent (10%) of the Company's share capital (the **"Legal Reserve"**).

After allocation to the Legal Reserve, the shareholders shall determine how the remainder of the annual net profits will be disposed of by allocating the whole or part of the remainder to a reserve or to a provision, by carrying it forward to the next following financial year or by distributing it, together with carried forward profits, distributable reserves or share premium to the shareholders.

In any year in which the Company resolves to make dividend distributions, drawn from net profits and from available reserves derived from retained earnings, including any share premium, the amount allocated to this effect shall be distributed in the following order of priority:

- First, the holders of class A shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point sixty per cent (0.60%) of the nominal value of the class A shares held by them, then,

- the holders of class B shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point fifty-five per cent (0.55%) of the nominal value of the class B shares held by them, then,

- the holders of class C shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point fifty per cent (0.50%) of the nominal value of the class C shares held by them, then,

- the holders of class D shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point forty-five per cent (0.45%) of the nominal value of the class D shares held by them, then,

- the holders of class E shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point forty per cent (0.40%) of the nominal value of the class E shares held by them, then,

- the holders of class F shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point thirty-five per cent (0.35%) of the nominal value of the class F shares held by them, then

- the holders of class G shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point thirty per cent (0.30%) of the nominal value of the class G shares held by them, then

- the holders of class H shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point twenty-five per cent (0.25%) of the nominal value of the class H shares held by them, then

Should the whole last outstanding class of shares (by alphabetical order, e.g., initially the class H shares) have been repurchased and cancelled in accordance with Article 10 hereof at the time of the distribution, the remainder of any dividend distribution shall then be allocated to the preceding last outstanding class of shares in the reverse alphabetical order (e.g., initially the class H shares).

In compliance with the foregoing provisions, the manager or the board of managers may distribute interim dividends to the shareholders, under the following conditions:

- Interim Accounts are established by the manager or the Board of Managers;

- These accounts show a profit including profits carried forward or transferred to an extraordinary reserve;

- The decision to pay interim dividends is taken by the board of managers; and

The payment is made once the Company has obtained the assurance that the rights of the creditors of the Company are not threatened and once five percent (5%) of the net profit of the current year has been allocated to the Legal Reserve.

## Chapter VI.- Dissolution - Liquidation

**Art. 21. Persistence of the Company in the event of death, suspension of civil rights, insolvency or bankruptcy of the shareholders.** The death, suspension of civil rights, insolvency or bankruptcy of the sole shareholder or of one of the shareholders will not terminate the Company to an end.

**Art. 22. Dissolution.** The shareholders must agree, in accordance with Article 16.3 of the present Articles, to the dissolution and the liquidation of the Company as well as the terms thereof.

### Article 23. Liquidation

At the time of the dissolution of the Company, the liquidation will be carried out by one or several liquidators, whether shareholders or not, appointed by the general meeting of the shareholders who shall determine their powers and remuneration.

The surplus resulting from the realization of the assets and the payment of the liabilities shall be distributed among the shareholders so as to achieve on an aggregate basis the same economic result as the distribution rules set out for dividend distributions in Article 20 hereof.

**Chapter VII.- Audit**

**Art. 24. Statutory auditor, external auditor.**

24.1 In accordance with article 200 of the Law, the Company needs only to be audited by a statutory auditor if it has more than 25 (twenty-five) shareholders.

24.2 An external auditor (réviseur d'entreprises) needs to be appointed whenever the exemption provided by article 69 and 35 of the Luxembourg act dated 19 December 2002 on the trade and companies register and on the accounting and financial accounts of companies does not apply.

**Chapter VIII.- Governing law**

**Art. 25. Reference to legal provisions.** Reference is made to the provisions of the Law for all matters for which no specific provision is made in these articles of association.

**Suit la version française du texte qui précède:**

**Chapitre I.- Nom - Curation - Objet - Siège social**

**Article 1. Nom- Définitions**

II existe une société à responsabilité limitée de droit luxembourgeois sous le nom de **«Genpact Luxembourg S.à r.l.»** (la « **Société** ») qui sera régie par les lois du Grand-Duché de Luxembourg et plus particulièrement par la loi du 10 aout 1915 concernant les sociétés commerciales, telle que modifiée (la « **Loi** ») ainsi que par les présents statuts (les « **Statuts »).**

Les mots et expressions suivants, lorsqu'ils sont utilisés dans les présents Statuts, ont la signification suivante :

**« Montant Disponible** » signifie le montant total des bénéfices nets de la Société (incluant les bénéfices reportés) dans la mesure où les associés auraient droit aux distributions de dividendes conformément à ces Statuts, augmenté par (i) toutes les réserves librement distribuables (incluant, afin d'éviter tout doute, la réserve du compte de prime d'émission) et (ii) le cas échéant le montant de la diminution du capital et de la réduction de la Réserve Légale relative au rachat et à l'annulation d'une classe de parts sociales, mais réduit de (i) toutes pertes (incluant les pertes reportées), et de (ii) toutes sommes devant être placées dans un compte de réserve conformément à la Loi ou à ces Statuts, chaque fois tel qu'indiqué dans les Comptes Intérimaires, afin que:

AA = (NP + P+ CR) – (L + LR)

Par laquelle:

AA= Montant Disponible

NP= bénéfices nets (incluant les bénéfices reportés)

P= toute réserve librement distribuable (incluant la réserve de compte de prime d'émission)

CR = le montant de la réduction de capital et de la réduction de la réserve légale relative à l'annulation d'une classe de parts sociales

L= les pertes (incluant les pertes reportées)

LR = toutes sommes devant être placées dans un compte de réserve conformément à la Loi ou à ces Statuts

**« Valeur d'Annulation par Part Sociale »** doit être calculée en divisant le Montant Total de l'Annulation devant être appliqué à la classe de parts sociales devant être rachetée et annulée par le nombre de parts sociales émises dans cette classe de parts sociales ;

**« Comptes Intérimaires »** signifie les comptes intérimaires de la Société établis en vertu des PCGR luxembourgeois à la Date des Comptes Intérimaires ;

**« Date des Comptes Intérimaires »** signifie la date n'excédant pas quatre-vingt-dix (90) jours avant la date du rachat et de l'annulation d'une classe de parts sociales ;

**« Réserve Légale »** a la signification donnée dans l'article 20 ; et

**«Montant Total de l'Annulation »** désigne le montant déterminé par le Conseil de Gérance approuvé par l'assemblée générale sur la base des Comptes Intérimaires concernés. Le Montant Total de l'Annulation doit être inférieur ou égal à la totalité du Montant Disponible au moment de I'annulation de la classe de parts sociales sauf décision contraire de l'assemblée générale de la manière prévue pour une modification des Statuts.

**Art. 2. Objet social.**

2.1 La Société peut accomplir toutes les opérations se rapportant directement ou indirectement à la prise de participations, sous quelque forme que ce soit, dans toute société, entreprise ou entité, ainsi qu' à I'administration, la gestion, le contrôle et le développement de ces participations, et à l'entrée dans des joint ventures de type contractuel ou visant à créer une société commune.

2.2 La Société peut constituer, administrer, développer et céder ses avoirs actuels et futurs notamment un portefeuille de titres, de participations ainsi que de droits de propriété intellectuelle (y compris mais non limités aux brevets et aux marques) de toute origine, participera la création, au développement et au contrôle de toute entreprise ou société, acquérir par investissement, souscription, prise ferme ou option d'achat tous titres, participations et droits de propriété intellectuelle (y compris mais non limités aux brevets et aux marques)et développer ces titres, participations et droits de propriété intellectuelle, pour les réaliser par voie de vente, transfert, échange ou autrement.

2.3 La Société peut détenir un portefeuille de créances qu'elle peut financer en intragroupe ou au moyen d'une source externe. Elle peut apporter une assistance y compris sous forme financière, par le biais de prêts, avances, sûretés sur tout ou partie de ses actifs (y compris par un gage) ou garanties au bénéfice de (i) sociétés dans lesquelles la Société détient directement ou indirectement des participations, notamment ses filiales, (ii) et/ou des sociétés appartenant au même groupe que la Société ainsi que toute société ou entreprise avec laquelle la Société entretient des relations commerciales ou (iii) à toute tierces parties.

2.4 La Société peut exercer toutes activités industrielles ou commerciales pouvant favoriser l'accomplissement de son objet social, et accomplir toutes opérations notamment de nature commerciale financière, et immobilière qu'elle estime nécessaires ou utiles à l'accomplissement et au développement de son objet social.

2.5 La Société peut emprunter auprès de ses filiales et/ou de sociétés liées à la Société et/ou de toute autre personne ou entité sous toutes les formes. Elle peut procéder à l'émission privée d'obligations et de titres de créance. Elle peut conclure tout type de contrat de prêt et peut émettre, au moyen d'un placement privé ou/et d'une offre publique, sinon par billets, obligations (sous forme nominative ou au porteur), des débentures ou tout autre type de titres de créance, (convertibles, non convertibles, échangeables ou sous toute autre forme) dans un ou plusieurs programmes d'émission.

**Art. 3. Durée.** La Société est constituée pour une durée illimitée.

**Art. 4. Siège social.**

4.1 Le siège social est établi à Luxembourg Ville.

4.2 II peut être transféré en tout autre lieu du Grand-Duché de Luxembourg par simple décision d'une assemblée générale extraordinaire des associés. Il peut être transféré à l'intérieur de la commune par une décision du conseil de gérance.

4.3 La Société peut ouvrir des bureaux et succursales, que ce soient des établissements permanents ou non) à la fois au Grand-Duché de Luxembourg et à l'étranger.

**Chapitre II.- Capital social**

**Article 5. Capital social**

Le capital social de la Société est fixé à la somme de vingt-sept mille US dollars (USD 27.000,-) divisé en:

- Cinq cents (500) parts sociales de classe A d'une valeur nominale de quarante US dollars (USD 40,-) chacune, entièrement souscrites et libérées;

- Vingt-cinq (25) parts sociales de classe B d'une valeur nominale de quarante US dollars (USD 40,-) chacune, entièrement souscrites et libérées;

- Vingt-cinq (25) parts sociales de classe C d'une valeur nominale de quarante US dollars (USD 40,-) chacune, entièrement souscrites et libérées;

- Vingt-cinq (25) parts sociales de classe D d'une valeur nominale de quarante US dollars (USD 40,-) chacune, entièrement souscrites et libérées;

- Vingt-cinq (25) parts sociales de classe E d'une valeur nominale de quarante US dollars (USD 40,-) chacune, entièrement souscrites et libérées;

- Vingt-cinq (25) parts sociales de classe F d'une valeur nominale de quarante US dollars (USD 40,-) chacune, entièrement souscrites et libérées;

- Vingt-cinq (25) parts sociales de classe G d'une valeur nominale de quarante US dollars (USD 40,-) chacune, entièrement souscrites et libérées; et

- Vingt-cinq (25) parts sociales de classe H d'une valeur nominale de quarante US dollars (USD 40,-) chacune, entièrement souscrites et libérées;

En plus du capital social, un compte de prime d'émission peut être établi auquel toutes les primes payées sur une part sociale en plus de sa valeur nominale seront transférées. L'avoir de ce compte de primes peut être utilisé pour effectuer le remboursement en cas de rachat des parts sociales des associés par la Société, pour compenser des pertes nettes réalisées, pour effectuer des distributions aux associées, ou pour être affecté à la réserve légale».

Les droits et obligations attachés aux parts sociales de la Société sont identiques sauf stipulation contraire dans les Statuts ou dans la Loi. Chaque part sociale donne droit à une voix dans les délibérations des assemblées générales ordinaires ou extraordinaires.

**Article 6. Amendements du capital social**

Le capital social de la Société peut être augmenté ou réduit, en une ou en plusieurs fois, par une résolution de l'associé unique ou des associés adoptée aux conditions de quorum et de majorité exigées par les Statuts ou, selon le cas, par la Loi de 1915 pour toute modification des Statuts, à la condition que (i) toute réduction du capital social de la Société soit permise conformément aux procédures de rachat et d'annulation de l'Article 10 ; (ii) toute augmentation du capital social (a) doit être faite proportionnellement dans chaque classe de parts sociales en circulation et (b) doit se traduire pour chaque associé par la détention d'une partie proportionnelle de chaque classe de parts sociales en circulation; (iii) toute subdivision d'une classe de parts sociales en nouvelles classes de parts sociales doit se traduire pour chaque associé de l'ancienne classe de parts sociales indivise en une détention proportionnelle dans chaque nouvelle catégorie de parts sociales ainsi subdivisée, et (iv) toute combinaison ou regroupement de classes de parts sociales en une nouvelle classe de parts sociales doit se traduire pour chacun des associés des anciennes classes de parts sociales en une détention proportionnelle de la nouvelle classe de parts sociales ainsi combinée.

**Article 7. Participations aux bénéfices**

Chaque part sociale donne droit à une fraction des profits de la Société conformément aux règles de distribution indiquées à l'Article 20.

**Art. 8. Parts sociales indivisibles.** Les parts sociales sont indivisibles à l'égard de la Société qui ne reconnaît qu'un seul propriétaire pour chacune d'elles. Les copropriétaires indivis de parts sociales sont tenus de se faire représenter auprès de la Société par une seule et même personne.

**Article 9. Transfert de parts sociales**

9.1 Toues cessions de parts sociales détenues par l'associé unique sont libres.

9.2 En cas de pluralité d'associés, la cession de parts sociales inter vivos à des tiers non-associés doit être autorisée par l'assemblée générale des associés représentant au moins trois quarts du capital social. Une telle autorisation n'est pas requise pour une cession de parts sociales entre associés.

9.3 La cession de parts sociales mortis causa à des tiers non-associés doit être acceptée par les associés qui représentent trois quarts des droits appartenant aux survivants.

9.4 Les exigences des articles 189 et 190 de la Loi doivent être respectées.

9.5 Sans préjudice du droit de la Société de racheter une classe entière de ses propres parts sociales suivi de leur annulation immédiate conformément à l'Article 10, et nonobstant toute autre disposition des présentes, aucun associé ne peut vendre ou autrement transférer ses parts sociales d'une classe à toute personne, sans en même temps vendre ou transférer à une telle personne une quote-part proportionnelle dans chaque classe de parts sociales alors détenues par l'associé cédant. Tout associé qui souscrit ou autrement acquiert des parts sociales doit acquérir un montant proportionnel de chaque classe de parts sociales émises et en circulation.

**Article 10. Rachat de parts sociales**

Le capital social de la Société peut être réduit par le rachat et l'annulation d'une classe de parts sociales, dans son entiéreté, mais non en partie, tel que cela pourra être déterminé de temps en temps par le Conseil de Gérance et approuvé par l'assemblée générale, à condition toutefois que la Société ne puisse à aucun moment racheter et annuler les parts sociales de classe A. En cas de rachats ou d'annulations de classes de parts sociales, ces annulations et rachats seront fait par ordre alphabétique inversé (en débutant par les parts sociales de classe H).

Dans le cas d'une réduction de capital par le rachat et l'annulation entiére d'une classe de parts sociales, les associés de la classe de parts sociales annulée auront droit à une fraction du Montant Total de l'Annulation, au prorata de leur détention dans cette classe de parts sociales, tel que déterminé par le conseil de gérance et approuvé par l'assemblée générale à l'égard de la classe de parts sociales devant être rachetées, et les détenteurs des parts sociales de la classe rachetées et annulées recevront de la Société un montant égal à la Valeur d'Annulation par Part Sociale pour chaque part sociale de la classe détenue par eux et annulée.

**Chapitre III.- Gérance**

**Art. 11. Gérants, conseil de gérance, pouvoirs des gérants, représentation de la Société**

11.1 La Société est gérée par un ou plusieurs gérants. Si plusieurs gérants ont été désignés, ils formeront un conseil de gérance. Les Membres du conseil de gérance peuvent être divisés en deux classes, respectivement dénommés «Gérants de Classe A» et «Gérants de Classe B» Toute référence au conseil de gérance ou aux gérants dans les Statuts doit être entendue d'une référence au gérant unique de la Société si la Société n'a qu'un seul gérant.

11.2 Les gérants n'ont pas besoin d'être associés. Les gérants sont désignés, révoqués et remplacés par l'assemblée des associés, par une résolution adoptée par des associés représentant plus de la moitié du capital social.

11.3 Vis-à-vis des tiers, le ou les gérant(s) ont les pouvoirs les plus étendus pour agir au nom et pour le compte de la Société en toutes circonstances et pour exécuter et approuver les actes et opérations en relation avec l'objet social et sous réserve du respect des dispositions du présent article 11.

11.4 Tous les pouvoirs non expressément réservés par la loi ou les présents statuts à l'assemblée générale des associés sont de la compétence du gérant ou, en cas de pluralité de gérants, de la compétence du conseil de gérance.

11.5 En cas de gérant unique, la Société sera engagée par la seule signature du gérant, et en cas de pluralité de gérants, par la signature conjointe de deux membres quelconques du conseil de gérance. Dans le cas où l'Assemblée Générale des Actionnaires décide de créer deux Classes de gérants, (Classe A et Classe B), la Société sera engagée par la signature conjointe d'un Gérant de Classe A avec un Gérant de Classe B.

11.6 Le gérant unique ou, en cas de pluralité de gérants, tout gérant pourra déléguer ses compétences pour des opérations spécifiques à un ou plusieurs mandataires ad hoc. Le gérant unique ou, en cas de pluralité de gérants, le gérant qui délègue déterminera la responsabilité du mandataire et sa rémunération (si le mandat est rémunéré), la durée de la période de représentation et n'importe quelles autres conditions pertinentes de ce mandat.

**Art. 12. Réunions du Conseil de Gérance.**

12.1 Un président pro tempore du conseil de gérance peut être désigné par le conseil de gérance pour chaque réunion du conseil de gérance de la Société. Le président, si un président a été désigné, présidera la réunion du

conseil de gérance pour laquelle il aura été désigné. Le conseil de gérance désignera un président pro tempore par vote de la majorité des gérants présents ou représentés lors du conseil de gérance.

12.2 En cas de pluralité de gérants, les décisions du conseil de gérance seront prises à la majorité des voix des gérants présents ou représentés. Le conseil de gérance peut délibérer ou agir valablement seulement si au moins la majorité de ses membres est présente ou représentée lors de la réunion du conseil de gérance.

12.3 En cas de pluralité de gérants, avis écrit de toute réunion du conseil de gérance sera donné à tous les gérants par écrit ou télécopie ou courriel (e-mail), au moins 24 (vingt-quatre) heures avant l'heure prévue pour la réunion, sauf s'il y a urgence. Une réunion du conseil de gérance pourra être convoquée par tout gérant. On pourra passer outre cette convocation si les gérants sont présents ou représentés au conseil de gérance et s'ils déclarent avoir été informés de l'ordre du jour. Une convocation spéciale ne sera pas requise pour une réunion du conseil de gérance se tenant à une heure et á un endroit déterminés dans une résolution préalablement adoptée par le conseil de gérance.

12.4 Tout gérant pourra se faire représenter en désignant par écrit ou par télécopie ou courriel (e-mail) un autre gérant comme son mandataire. Tout gérant peut participer à une réunion du conseil de gérance par conférence téléphonique, visioconférence ou par ou par tout autre moyen similaire de communication permettant à tous les gérants qui prennent part à la réunion d'être identifiés et de délibérer. La participation d'un gérant à une réunion du conseil de gérance par conférence téléphonique, visioconférence ou par ou par tout autre moyen similaire de communication auquel est fait référence ci-dessus sera considérée comme une participation en personne à la réunion et la réunion sera censé avoir été tenue au siège social. Les décisions du conseil de gérance seront consignées dans un procès-verbal qui sera conservé au siège social de la Société et signé par les gérants présents au conseil de gérance, ou par le président du conseil de gérance, si un président a été désigné. Les procurations, s'il y en a, seront jointes au procès-verbal de la réunion.

12.5 Nonobstant les dispositions qui précédent, une décision du conseil de gérance peut également être prise par voie circulaire et résulter d'un seul ou de plusieurs documents contenant les résolutions et signés par tous les membres du conseil de gérance sans exception. La date d'une telle décision circulaire sera la date de la dernière signature. Une réunion du conseil de gérance tenue par voie circulaire sera considérée comme ayant été tenue à Luxembourg.

**Art. 13. Responsabilité des gérants.** Les gérants ne contractent, à raison de leur fonction, aucune obligation personnelle relativement aux engagements réguliérement pris par eux au nom de la Société, aussi longtemps que cet engagement est conforme aux Statuts et aux dispositions applicables de la Loi.

**Art. 14. Secrétaire.**

14.1 Le Conseil de Gérance peut nommer un secrétaire, ne devant pas nécessairement être un gérant, qui sera chargé de garder et signer les procès-verbaux des réunions du Conseil de Gérance (le Secrétaire).

14.2 Le Secrétaire, s'il en est nommé un, aura la responsabilité d'agir en tant que clerc des réunions du Conseil de Gérance et, dans la mesure du possible, des assemblées générales des associés, et de garder les procès-verbaux et les comptes-rendus du Conseil de Gérance et des assemblées générales des associés, et de toutes leurs transactions dans un registre tenu à cette fin, ainsi que de signer les procès-verbaux et les comptes-rendus du Conseil de Gérance et des assemblées générales des associés et il effectuera, si nécessaire, des tâches similaires pour tous les comités du Conseil de Gérance (s'il en existe).

14.3 Les procès-verbaux du Conseil de Gérance doivent être signés par la ou les personnes suivantes: (i) le président du Conseil de Gérance, (ii) deux gérants present à la réunion ou (iii) le Secrétaire, s'il en est nommé un.

14.4 Les copies et les extraits qui doivent être présentées en justice ou à d'autre occasions doivent être signées par la ou les personnes suivantes: (i) le président du Conseil de Gérance, (ii) deux gérants present à la réunion ou (iii) le Secrétaire, s'il en est nommé un.

**Chapitre IV.- Assemblées générales des associés**

**Art. 15. Assemblées générale des associés.**

15.1 Une assemblée générale annuelle de l'associé unique ou des associés se tiendra au siège social de la Société ou à tout autre endroit de la commune de son siège social à préciser dans la convocation à l'assemblée. Toute référence aux associés de la Sociétés dans les Statuts doit être entendue d'une référence à l'associé unique si la Société n'a qu'un seul associé.

15.2 D'autres assemblées générales de l'associé unique ou des associés peuvent être tenues aux lieux et places indiqués dans la convocation.

15.3 Tant que la Société n'a pas plus de vingt-cinq (25) associés, les résolutions de l'associé unique ou des associés pourront, au lieu d'être prises lors d'assemblées générales, être prises par êcrit par tous les associés. Dans cette hypothèse, un projet explicite de la résolution ou des résolutions à prendre devra être envoyé à chaque associé, et chaque associé votera par êcrit (ces votes pourront être produits par lettre, télécopie, ou courriel (e-mail)).

**Art. 16. Droits de vote des associés, quorum et majorité.**

16.1 Chaque associé peut participer aux décisions collectives quel que soit le nombre de parts qui lui appartiennent.

16.2 L'associé unique exerce les pouvoirs dévolus à l'assemblée des associés.

16.3 Chaque associé a un nombre de voix égal au nombre de parts qu'il possède ou représente. En cas de pluralité d'associés, les décisions collectives ne sont valablement prises que pour autant qu'elles ont été adoptées par des associés représentant plus de la moitié du capital social. Cependant, les résolutions modifiant les statuts de la Société, et celles statuant sur la dissolution, la liquidation ou la fusion de la Société ne pourront être prises que de l'accord de la majorité en nombre des associés représentant au moins les trois quarts du capital social et la nationalité de la Société ne pourra être changée que de l'accord unanime de tous les associés, sous réserve des dispositions de la Loi.

16.4 Chaque associé peut désigner par procuration un mandataire qui n'a pas besoin d'être associé pour le représenter aux assemblées générales des associés.

**Chapitre V.- Année sociales - Bilan - Répartition**

**Art. 17. Année sociale.** L'année sociale de la Société commence le ler janvier et se termine le 31 décembre de chaque année.

**Art. 18. Comptes annuels.** Chaque année, les livres sont clos et le Conseil de Gérance prépare les états financiers de la Société comprenant le bilan, le compte de pertes et profits et les notes relatives aux comptes, conformément aux dispositions légales en vigueur au Luxembourg.

**Art. 19. Inspection de documents.** Tout associé peut prendre connaissance de l'inventaire et du bilan au siége social de la Société.

**Article 20. Distribution des bénéfices, réserves**

Les profits bruts de la Société, constatés dans les comptes annuels, déduction faite des frais généraux, amortissements et charges, constituent le bénéfice net. Sur le bénéfice net, il est prélevé cinq pourcent (5%) pour la constitution d'un fonds de réserve jusqu'à ce que celui-ci atteigne dix pourcent (10%) du capital social (la « **Réserve Légale** »).

Aprés dotation de la Réserve Légale, les associés détermineront comment le solde des bénéfices annuels nets sera employé en allouant tout ou partie du solde à un compte de réserve ou de provision, en le reportant à l'exercice suivant ou en le distribuant avec les bénéfices reportés, les réserves distribuables ou la prime d'émission aux associés, chaque part sociale donnant droit à la même proportion dans ces distributions.

Chaque année où la Société décide de procéder à des distributions de dividendes, à partir des bénéfices nets et des réserves disponibles issues de bénéfices non distribués, incluant toute prime d'émission, le montant attribuable à cet effet sera distribué suivant l'ordre de priorité suivant:

- Tout d'abord, les détenteurs de parts sociales de classe A auront droit pour chaque année considérée à une distribution de dividendes égale à zéro virgule soixante pour cent (0,60 %) de la valeur nominale de leurs parts sociales de classe A; ensuite,

- les détenteurs de parts sociales de classe B auront droit pour chaque année considérée à une distribution de dividendes égale à zéro virgule cinquante-cinq pour cent (0,55 %) de la valeur nominale de leurs parts sociales de classe B; ensuite,

- les détenteurs de parts sociales de classe C auront droit pour chaque année considérée à une distribution de dividendes égale à zéro virgule cinquante pour cent (0,50 %) de la valeur nominale de leurs parts sociales de classe C; ensuite,

- les détenteurs de parts sociales de classe D auront droit pour chaque année considérée à une distribution de dividendes égale à zéro virgule quarante-cinq pour cent (0,45 %) de la valeur nominale de leurs parts sociales de classe D; ensuite,

- les détenteurs de parts sociales de classe E auront droit pour chaque année considérée à une distribution de dividendes égale à zéro virgule quarante pour cent (0,40 %) de la valeur nominale de leurs parts sociales de classe E; ensuite,

- les détenteurs de parts sociales de classe F auront droit pour chaque année considérée à une distribution de dividendes égale à zéro virgule trente-cinq pour cent (0,35 %) de la valeur nominale de leurs parts sociales de classe F; ensuite,

- les détenteurs de parts sociales de classe G auront droit pour chaque année considérée à une distribution de dividendes égale à zéro virgule trente pour cent (0,30 %) de la valeur nominale de leurs parts sociales de classe G; ensuite,

- les détenteurs de parts sociales de classe H auront droit pour chaque année considérée à une distribution de dividendes égale à zéro virgule vingt-cinq pour cent (0,25 %) de la valeur nominale de leurs parts sociales de classe H; ensuite,

Si l'entièreté de la dernière catégorie de parts sociales (par ordre alphabétique, par exemple les parts sociales de classe H) a été annulée à la suite de son remboursement, rachat ou autre au moment de la distribution, le reste de toute distribution de dividendes devra alors être attribué à la dernière classe de parts sociales la précédant dans l'ordre alphabétique inversé (par exemple, initialement, les parts sociales de classe H).

Conformément aux dispositions ci-dessus, le Conseil de Gérance peut décider d'attribuer des dividendes intérimaires sous réserve du respect des conditions suivantes :

- Des comptes intérimaires doivent être établis par le Conseil de Gérance ;

- Ces comptes intérimaires, les bénéfices reportés ou affectés à une réserve extraordinaire y inclus, font apparaitre un bénéfice ;

- Le gérant ou le Conseil de Gérance est seul compétent pour décider de la distribution d'acomptes sur dividendes ; et

Le paiement n'est effectué par la Société qu'aprés avoir obtenu l'assurance que les droits des créanciers ne sont pas menacés et une fois que cinq pour cent (5 %) du proflt net de l'année en cours a été attribué à la Réserve Légale.

**Chapitre VI.- Dissolution - Liquidation**

**Art. 21. Persistance de la Société en cas de décès, interdiction, faillite ou déconfiture des associés**

Le décès, l'interdiction, la faillite ou la déconfiture de l'associé unique, sinon d'un des associés, ne mettent pas fin à la Société.

**Art. 22. Dissolution.** Les associés doivent donner leur accord conformément aux dispositions de l'article 16.3 des Statuts à la dissolution et à la liquidation de la Société et fixer les modalités y relatives.

**Article 23. Liquidation**

Lors de la dissolution de la Société, la liquidation sera faite par un ou plusieurs liquidateurs, associés ou non, nommés par les associés qui fixeront leurs pouvoirs et leurs émoluments.

Le surplus résultant de la réalisation des actifs et le paiement du passif, sera partagé entre les associés de manière á parvenir sur une base globale au même résultat économique que les règles de répartition prévues pour les distributions de dividendes à l'Article 20 des Statuts.

**Chapitre VII.- Vérification des comptes**

**Art. 24. Commissaire aux comptes, réviseur d'entreprises.**

24.1 Conformément à l'article 200 de la Loi, la Société doit être contrôlée par un commissaire aux comptes seulement si elle a plus de 25 (vingt-cinq) associés.

24.2 Un réviseur d'entreprises doit être nommé si l'exemption prévue aux articles 69 et 35 de la Loi du 19 décembre concernant le registre de commerce et des sociétés ainsi que la comptabilité et les comptes annuels des entreprises n'est pas applicable.

**Chapitre VIII.- Loi applicable**

**Art. 25. Référence aux dispositions légales.** Pour tout ce qui n'est pas réglé par les présents statuts, les associés s'en réfèrent aux dispositions légales de la Loi.

**POUR STATUTS COORDONNÉS.**
**Maître Henri HELLINCKX,**
**Notaire à Luxembourg.**
**Luxembourg, le 21 mars 2018.**

En cas de divergence entre le texte anglais et le texte français, **le texte anglais fera foi.**
In case of discrepancies between the English and the French text, **the English version will prevail.**

**Exhibit 5.1**


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June 4, 2018

Genpact Luxembourg S.à r.l.
$350,000,000 3.700% Senior Notes due 2022
Form S-4 Registration Statement

Ladies and Gentlemen:

We have acted as special New York counsel to Genpact Luxembourg S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg (the "Company"), and Genpact Limited, an exempted company organized under the laws of Bermuda (the "Guarantor"), in connection with the filing by the Company with the Securities and Exchange Commission (the "Commission") of a registration statement on Form S-4 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Act"), relating to the proposed issuance and offer to exchange up to $350,000,000 aggregate principal amount of new 3.700% Senior Notes due 2022 (the "Exchange Notes") for a like aggregate principal amount of outstanding 3.700% Senior Notes due 2022, which have certain transfer restrictions (the "Original Notes"). The Exchange Notes are to be issued pursuant to the indenture dated as of March 27, 2017 (the "Base Indenture"), as supplemented by the supplemental indenture dated as of March 27, 2017 (together with the Base Indenture, the "Indenture"), among the Company, the Guarantor and Wells Fargo Bank, National Association, as trustee (the "Trustee"). The Exchange Notes are to be guaranteed (the "Guarantee") by the Guarantor on the terms and subject to the conditions set forth in the Indenture.

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

In rendering this opinion, we have assumed, with your consent and without independent investigation or verification, the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents

submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as duplicates or copies. We also have assumed, with your consent, that the Indenture (including the Guarantee therein) has been duly authorized, executed and delivered by the Trustee and that the form of the Exchange Notes will conform to that included in the Indenture.

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

1. Assuming that the Exchange Notes have been duly authorized, executed and delivered by the Company, when executed and authenticated (including the due authentication of the Exchange Notes by the Trustee) in accordance with the provisions of the Indenture and issued and delivered in exchange for the applicable Original Notes, the Exchange Notes will constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms (subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws relating to or affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law).

2. Assuming that the Indenture (including the Guarantee therein) has been duly authorized, executed and delivered by the Company, the Guarantor and the Trustee, when the Exchange Notes are executed and authenticated (including the due authentication of the Exchange Notes by the Trustee) in accordance with the provisions of the Indenture and issued and delivered in exchange for the applicable Original Notes, the Guarantee will constitute the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms (subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws relating to or affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law).

We are admitted to practice in the State of New York, and we express no opinion as to matters governed by any laws other than the laws of the State of New York and the Federal laws of the United States of America. In particular, we do not purport to pass on any matter governed by the laws of Luxembourg or Bermuda.

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

Very truly yours,

/s/ Cravath, Swaine & Moore LLP

Genpact Luxembourg S.à r.l.
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**Exhibit 5.2**

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**Your Ref**

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4 June 2018

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and

**Wells Fargo Securities, LLC**
550 South Tyron Street, 5th Floor
Charlotte, NC 28202

Dear Sirs

**Genpact Limited (Company)**

This opinion as to Bermuda law is addressed to you in connection with the guarantee by the Company of the obligations of Genpact Luxembourg S.à r.l. (**Issuer**) pursuant to the indenture, including the guarantee contained therein (**Indenture**) and the supplemental indenture (**Supplemental Indenture**) each dated as of 27 March 2017 among the Issuer, the Company (as guarantor) and Wells Fargo Bank, National Association (**Trustee**), and the offer by the Issuer to exchange up to US$350,000,000 aggregate principal amount of 3.700% senior notes due 2022 (**Exchange Notes**) of the Issuer, such Exchange Notes to be issued in exchange for any and all of the Issuer's outstanding unregistered 3.700% senior notes due 2022 that were issued in a private offering on 27 March 2017, pursuant to the registration statement on Form S-4 to which this opinion is attached as an exhibit (**Registration Statement**). The Company has requested that we provide this opinion in connection with the Subject Agreements (as defined in the Schedule to this opinion).

For the purposes of this opinion we have examined and relied upon the documents (**Documents**) listed, and in some cases defined, in the Schedule to this opinion, together with such other documentation as we have considered requisite to this opinion. Unless otherwise defined herein, capitalised terms have the meanings assigned to them in the Indenture.

**1. Assumptions**

In stating our opinion we have assumed:

1.1 the authenticity, accuracy and completeness of all Documents and other documentation examined by us submitted to us as originals and the conformity to authentic original documents of all Documents and other such documentation submitted to us as certified, conformed, notarised, faxed or photostatic copies;

1.2 that each of the Documents and other such documentation which was received by electronic means is complete, intact and in conformity with the transmission as sent;

1.3 the genuineness of all signatures on the Documents;

1.4 the authority, capacity and power of each of the persons signing the Documents (other than the Company in respect of the Subject Agreements);

1.5 that any representation, warranty or statement of fact or law, other than as to the laws of Bermuda, made in any of the Documents is true, accurate and complete;

1.6 that the Subject Agreements have been validly authorised, executed and delivered by each of the parties thereto, other than the Company, and the performance thereof is within the capacity and powers of each such party thereto, and that each such party to which the Company purportedly delivered the Subject Agreements has actually received and accepted delivery of such Subject Agreements;

1.7 that there are no provisions of the laws or regulations of any jurisdiction other than Bermuda which would be contravened by the execution or delivery of the Subject Agreements or which would have any implication in relation to the opinion expressed herein and that, in so far as any obligation under, or action to be taken under, the Subject Agreements is required to be performed or taken in any jurisdiction outside Bermuda, the performance of such obligation or the taking of such action will constitute a valid and binding obligation of each of the parties thereto under the laws of that jurisdiction and will not be illegal by virtue of the laws of that jurisdiction;

1.8 that none of the parties to the Subject Agreements maintains a place of business (as defined in section 4(6) of the Investment Business Act 2003) in Bermuda;

1.9 that the records which were the subject of the Company Search were complete and accurate at the time of such search and disclosed all information which is material for the purposes of this opinion and such information has not since the date and time of the Company Search been materially altered;

1.10 that the records which were the subject of the Litigation Search were complete and accurate at the time of such search and disclosed all information which is material for the purposes of this opinion and such information has not since the date and time of the Litigation Search been materially altered;

1.11 that the Resolutions are in full force and effect, have not been rescinded, either in whole or in part, and accurately record the resolutions adopted by all the Directors of the Company as unanimous written resolutions of the Board of Directors of the Company and that there is no matter affecting the authority of the Directors to effect entry by the Company into the Subject Agreements, not disclosed by the Constitutional Documents or the Resolutions, which would have any adverse implication in relation to the opinions expressed herein;

1.12 that the Trustee has no express or constructive knowledge of any circumstance whereby any Director of the Company, when the Board of Directors of the Company adopted the Resolutions, failed to discharge his fiduciary duty owed to the Company and to act honestly and in good faith with a view to the best interests of the Company;

1.13 that the Company has entered into its obligations under the Subject Agreements in good faith for the purpose of carrying on its business and that, at the time it did so, there were reasonable grounds for believing that the transactions contemplated by the Subject Agreements would benefit the Company; and

1.14 that each transaction to be entered into pursuant to the Subject Agreements is entered into in good faith and for full value and will not have the effect of fraudulently preferring one creditor over another.

**2. Opinion**

Based upon and subject to the foregoing and subject to the reservations set out below and to any matters not disclosed to us, we are of the opinion that:

2.1 The Company is an exempted company incorporated with limited liability and existing under the laws of Bermuda. The Company possesses the capacity to sue and be sued in its own name and is in good standing under the laws of Bermuda.

2.2 The Company has all requisite corporate power and authority to enter into, execute, deliver and perform its obligations under the Subject Agreements and to take all action as may be necessary to complete the transactions contemplated thereby.

2.3 The execution, delivery and performance by the Company of the Subject Agreements and the transactions contemplated thereby have been duly authorised by all necessary corporate action on the part of the Company.

2.4 The Subject Agreements have been duly executed by or on behalf of the Company and each constitute legal, valid and binding obligations of the Company, enforceable against the Company.

**3. Reservations**

We have the following reservations:

3.1 We express no opinion as to any law other than Bermuda law and none of the opinions expressed herein relates to compliance with or matters governed by the laws of any jurisdiction except Bermuda. This opinion is limited to Bermuda law as applied by the courts of Bermuda at the date hereof.

3.2 Where a person is vested with a discretion or may determine a matter in his or its opinion, such discretion may have to be exercised reasonably or such an opinion may have to be based on reasonable grounds.

3.3 Any provision in the Subject Agreements that certain calculations or certificates will be conclusive and binding will not be effective if such calculations or certificates are fraudulent or erroneous on their face and will not necessarily prevent juridical enquiries into the merits of any claim by an aggrieved party.

3.4 Searches of the Register of Companies at the office of the Registrar of Companies and of the Supreme Court Causes Book and/ or Judgment Book at the Registry of the Supreme Court are not conclusive and it should be noted that the Register of Companies and the Supreme Court Causes Book and/ or Judgment Book do not reveal:

3.4.1 details of matters which have been lodged for filing or registration which as a matter of best practice of the Registrar of Companies or the Registry of the Supreme Court would have or should have been disclosed on the public file, the Causes Book or the Judgment Book, as the case may be, but for whatever reason have not actually been filed or registered or are not disclosed or which, notwithstanding filing or registration, at the date and time the search is concluded are for whatever reason not disclosed or do not appear on the public file, the Causes Book or Judgment Book;

3.4.2 details of matters which should have been lodged for filing or registration at the Registrar of Companies or the Registry of the Supreme Court but have not been lodged for filing or registration at the date the search is concluded;

3.4.3 whether an application to the Supreme Court for a winding-up petition or for the appointment of a receiver or manager has been prepared but not yet been presented or has been presented but does not appear in the Causes Book at the date and time the search is concluded;

3.4.4 whether any arbitration or administrative proceedings are pending or whether any proceedings are threatened, or whether any arbitrator has been appointed; or

3.4.5 whether a receiver or manager has been appointed privately pursuant to the provisions of a debenture or other security, unless notice of the fact has been entered in the Register of Charges in accordance with the provisions of the Companies Act 1981.

Furthermore, in the absence of a statutorily defined system for the registration of charges created by companies incorporated outside Bermuda (**overseas companies**) over their assets located in Bermuda, it is not possible to determine definitively from searches of the Register of Charges maintained by the Registrar of Companies in respect of such overseas companies what charges have been registered over any of their assets located in Bermuda or whether any one charge has priority over any other charge over such assets.

3.5 In order to issue this opinion we have carried out the Company Search as referred to in the Schedule to this opinion and have not enquired as to whether there has been any change since the date and time of such search.

3.6 In order to issue this opinion we have carried out the Litigation Search as referred to in the Schedule to this opinion and have not enquired as to whether there has been any change since the date and time of such search.

3.7 In opinion paragraph 2.1 above, the term “good standing” means that the Company has received a Certificate of Compliance from the Registrar of Companies.

**Disclosure**

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

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

We hereby consent to the filing of this opinion with the U.S. Securities and Exchange Commission as an exhibit to the Registration Statement and to the use of our name under the caption “Legal Matters” in the Registration Statement. In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act of 1933 or the rules and regulations of the Commission. This opinion may be relied upon by Cravath, Swaine & Moore LLP in connection with the provision of its legal opinion to be rendered in connection with the Registration Statement.

Yours faithfully

/s/ Appleby (Bermuda) Limited

**Appleby (Bermuda) Limited**

**SCHEDULE**

1. The entries and filings shown in respect of the Company on the file of the Company maintained in the Register of Companies at the office of the Registrar of Companies in Hamilton, Bermuda, as revealed by a search conducted on 4 June 2018 (**Company Search**).

2. The entries and filings shown in respect of the Company in the Supreme Court Causes Book maintained at the Registry of the Supreme Court in Hamilton, Bermuda, as revealed by a search conducted on 4 June 2018 (**Litigation Search**).

3. Certified copies of the Certificate of Incorporation, Memorandum of Association and Amended and Restated Bye-Laws of the Company (collectively referred to as the **Constitutional Documents**).

4. A PDF copy of the unanimous written resolutions of the Board of Directors of the Company adopted on 13 March 2017 (**Resolutions**).

5. A certified copy of the Foreign Exchange Letter dated 29 March 2007 issued by the Bermuda Monetary Authority, Hamilton Bermuda in relation to the Company.

6. A certified copy of the Tax Assurance Certificate dated 28 February 2012 issued by the Registrar of Companies for the Minister of Finance in relation to the Company.

7. A Certificate of Compliance dated 24 May 2018 issued by the Registrar of Companies in respect of the Company.

8. A certified copy of the Register of Directors and Officers in respect of the Company.

9. A PDF copy of the executed Indenture, including the Guarantee therein.

10. A PDF copy of the executed Supplemental Indenture, including the Form of Note attached thereto.

11. A PDF copy of the executed registration rights agreement dated 27 March 2017 and made between the Company, the Issuer, Citigroup Global Markets Inc., Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC (**Registration Rights Agreement**).

12. A PDF copy of the Registration Statement dated 4 June 2018.

(The Indenture, the Supplemental Indenture, Registration Rights Agreement and the Registration Statement are hereinafter collectively referred to as the **Subject Agreements**)

**Exhibit 5.3**

**Allen & Overy**
**société en commandite simple, inscrite au barreau de Luxembourg**
33 avenue J.F. Kennedy L-1855 Luxembourg
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frank.mausen@allenovery.com

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

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

AND

Wells Fargo Bank, National Association

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

Our ref 0101516-0000001 LU:13027846.5

Luxembourg, 4 June 2018

***Exchange Offer by Genpact Luxembourg S.à r.l. of up to USD350,000,000 3.700% Senior Notes due 2022***

Dear Sir or Madam,

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

2. **DOCUMENTS**

We have examined:

2.1 an e-mailed scanned copy of the restated articles of association (*statuts coordonnés)* of the Company dated 18 December 2017 (the **Articles**);

2.2 an electronic copy of a negative certificate (*certificat négatif*) issued by the Register in respect of the Company dated 4 June 2018 stating that on the day immediately prior to the date of issuance of the negative certificate, there were no records at the Register of any court order regarding, amongst others, a (i) bankruptcy adjudication against the Company, (ii) reprieve from payment (*sursis de paiement*), (iii) controlled management (*gestion contrôlée*) or (iv) composition with creditors (*concordat préventif de la faillite*) (the **Certificate**);

2.3 an e-mailed scanned signed copy of resolutions taken by the managers of the Company on 13 March 2017 (the **First 2017 Resolutions**);

2.4 an e-mailed scanned signed copy of written resolutions taken by the managers of the Company on 24 March 2017 (the **Second 2017 Resolutions** and, together with the First 2017 Resolutions, the **2017 Resolutions**);

2.5 an e-mailed scanned signed copy of the resolutions taken by the board of managers of the Company on 3 April 2018 (the **2018 Resolutions** and, together with the 2017 Resolutions, the **Resolutions**);

2.6 an e-mailed scanned signed copy of a New York law governed indenture relating to the Exchange Notes dated 27 March 2017 and made between, among others, the Company, the Parent Guarantor (as defined therein) and the Trustee as trustee (the **Indenture**);

2.7 an e-mailed scanned signed copy of a New York law governed supplemental indenture relating to the Exchange Notes dated 27 March 2017 and made between, among others, the Company, the Parent Guarantor (as defined therein) and the Trustee as trustee (the **Supplemental Indenture**);

2.8 an e-mailed scanned signed copy of a New York law governed registration rights agreement dated 27 March 2017 and made between, among others, the Company, Genpact Limited and the Representatives (the **Registration Rights Agreement**); and

2.9 an e-mailed scanned signed copy of a Registration Statement on Form S-4 (the **Registration Statement**), including a prospectus with respect to the registration of an offer to exchange (the **Exchange Offer**) up to USD350,000,000 aggregate principal amount of its 3.700 % Senior Notes due 2022 for any of its outstanding unregistered 3.700% Senior Notes due 2022 that were issued on 27 March 2017 (the **Exchange Notes**), fully and unconditionally guaranteed on a senior unsecured basis by Genpact Limited dated 4 June 2018.

The documents listed in paragraphs 2.6 to 2.9 (inclusive) above are herein collectively referred to as the **Agreements**. The term "Agreements" includes, for the purposes of paragraphs 3. and 5. below, any document in connection therewith.

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

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

## 3. ASSUMPTIONS

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

3.1 the genuineness of all signatures, stamps and seals, the completeness and conformity to the originals of all the documents submitted to us as certified, photostatic, faxed, scanned or e-mailed copies or specimens and the authenticity of the originals of such documents and that the individuals purported to have signed, have in fact signed (and had the general legal capacity to sign) these documents;

3.2 the due authorisation, execution and delivery of the Agreements by all the parties thereto (other than the Company) as well as the power, authority and legal right of all the parties thereto (other than the Company) to enter into, execute, deliver and perform their respective obligations thereunder, and the compliance with all internal authorisation procedures by each party (other than the Company) for the execution by it of the Agreements to which it is expressed to be a party;

3.3 that all factual matters and statements relied upon or assumed herein were, are and will be (as the case may be) true, complete and accurate on the date of the execution of the Agreements and the issue of the Exchange Notes;

3.4 that all authorisations, approvals and consents under any applicable law (other than Luxembourg law to the extent opined upon herein) which may be required in connection with the execution, delivery and performance of the Agreements and the issue of the Exchange Notes have been or will be obtained;

3.5 that the Exchange Notes have not been and will not be subject to an offer of securities to the public in Luxembourg and that no steps, measures or actions have been or will be taken that would constitute, or would be deemed to constitute, an offer of securities to the public in Luxembourg within the meaning of the Luxembourg act dated 10 July 2005 on prospectuses for securities, as amended (the **Prospectus Act 2005**), which has implemented Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended into Luxembourg law, unless the applicable requirements of the Prospectus Act 2005 have first been complied with and that the Exchange Notes have not and will not be offered, sold or otherwise made available to any retail investor (as defined in regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (the PRIIPs Regulation)) in the European Economic Area unless the applicable requirements of the PRIIPs Regulation have first been complied with;

3.6 that the Agreements and the Exchange Notes have been in fact signed on behalf of the Company either in accordance with the Articles or in conformity with the relevant Resolutions (as applicable);

3.7 that the place of the central administration (*siège de l'administration centrale*), the principal place of business (*principal établissement*) and the centre of main interests (within the meaning given to such term in Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast), as amended (the European Insolvency Regulation)) of the Company are located at the place of its registered office (*siège statutaire*) in Luxembourg and that the Company has no establishment (as such term is defined in the European Insolvency Regulation) outside Luxembourg;

3.8 that the Company complies with the provisions of the Luxembourg act dated 31 May 1999 concerning the domiciliation of companies, as amended;

3.9 that the Agreements and the Exchange Notes are legally valid, binding and enforceable;

3.10 that the Agreements are entered into and performed by the parties thereto in good faith and without any intention of fraud or intention to deprive of any legal benefit any persons (including for the avoidance of doubt third parties) or to circumvent any applicable mandatory laws or regulations of any jurisdiction (including without limitation any tax laws);

3.11 that there are no provisions of the laws of any jurisdiction outside Luxembourg which would adversely affect, or otherwise have any negative impact on, the opinions expressed in this legal opinion;

3.12 that all the parties (including the Company) to the Agreements (other than the Registration Statement) were, at the time of execution of the Agreements (other than the Registration Statement) in 2017, companies duly organised, incorporated and existing in accordance with the laws of the jurisdiction of their respective incorporation and/or their registered office and/or the place of effective management; that in respect of all the parties to the Agreements (other than the Registration Statement), no steps had been taken, at the time of execution of the Agreements (other than the Registration Statement), pursuant to any insolvency, bankruptcy, liquidation or equivalent or analogous proceedings to appoint an administrator, bankruptcy receiver, insolvency officer or liquidator over the respective parties or their assets and that no voluntary or judicial winding-up or liquidation of such parties had been resolved or had become effective at the date thereof;

3.13 that all the parties to the Registration Statement (other than the Company) are companies duly organised, incorporated and existing in accordance with the laws of the jurisdiction of their respective incorporation and/or their registered office and/or the place of effective management; that in respect of all the parties to the Registration Statement, no steps have been taken pursuant to any insolvency, bankruptcy, liquidation or equivalent or analogous proceedings to appoint an administrator, bankruptcy receiver, insolvency officer or liquidator over the respective parties or their assets and that no voluntary or judicial winding-up or liquidation of such parties has been resolved or become effective at the date hereof. In respect of the Company, we refer to the Certificate;

3.14 that the entry into and performance of the Agreements and the issue of the Exchange Notes are for the corporate benefit (*intérêt social*) of the Company;

3.15 that the Resolutions have not been amended, rescinded, revoked or declared void and that the relevant meetings of the board of managers of the Company (as referred to in paragraphs 2.3 to 2.5 (inclusive) above) have been duly convened and validly held and included a proper discussion and deliberation in respect of all the items of the agenda of such meetings;

3.16 that the Articles have not been modified since the date referred to in paragraph 2.1 above;

3.17 that the Indenture, the Supplemental Indenture and the Registration Rights Agreement have not been amended, rescinded, revoked or declared void since the dates referred to in paragraphs 2.6 to 2.8 (inclusive) above;

3.18 that the Company does not carry out an activity in the financial sector on a professional basis (as referred to in the Luxembourg act dated 5 April 1993 relating to the financial sector, as amended);

3.19 that the Company does not carry out an activity requiring the granting of a business licence under the Luxembourg act dated 2 September 2011 relating to the establishment of certain businesses and business licences, as amended;

3.20 that the Company is not, is not deemed to be, and, as a result of issuing the Exchange Notes or entering into and performing the Agreements, will not be, over-indebted in light of the current practice of the Luxembourg tax administration; and

3.21 the absence of any other arrangement by or between any of the parties to the Agreements or between the parties to the Agreements and any third parties which modifies or supersedes any of the terms of the Agreements or the Exchange Notes or otherwise affects the opinions expressed herein.

## 4. OPINIONS

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

### 4.1 Status

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

### 4.2 Power, authority and authorisation

The Company has the corporate power and authority to enter into and perform the Agreements and to issue the Exchange Notes and has taken all necessary corporate actions to authorise the contents and the execution of the Agreements and the issue of the Exchange Notes.

### 4.3 Due Execution

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

### 4.4 Non-conflict

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

### 4.5 No consents

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

### 4.6 No immunity

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

### 4.7 Certificate

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

**5. QUALIFICATIONS**

The above opinions are subject to the following qualifications:

5.1 The opinions expressed herein are subject to, and may be affected or limited by, the provisions of any applicable bankruptcy (*faillite*), insolvency, liquidation, reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), composition with creditors (*concordat préventif de la faillite*), reorganisation proceedings or similar Luxembourg or foreign law proceedings or regimes affecting the rights of creditors generally.

5.2 We express no tax opinion whatsoever in respect of the Company or the tax consequences of the transactions contemplated by the Agreements and the issue of the Exchange Notes.

5.3 We express no opinion whatsoever on regulatory matters or on matters of fact or on matters other than those expressly set forth in this legal opinion, and no opinion is, or may be, implied or inferred herefrom.

5.4 A search at the Register is not capable of conclusively revealing whether a (and the Certificate does not constitute conclusive evidence that no) winding-up resolution or petition, or an order adjudicating or declaring a, or a petition or filing for, bankruptcy or reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), composition with creditors (*concordat préventif de la faillite*) or judicial liquidation (*liquidation judiciaire*) or similar action has been adopted or made.

5.5 The corporate documents of, and relevant court orders affecting, a Luxembourg company (including, but not limited to, the notice of a winding-up order or resolution, notice of the appointment of a receiver or similar officer) may not be held at the Register immediately and there is generally a delay in the relevant document appearing on the files regarding the company concerned. Furthermore, it cannot be ruled out that the required filing of documents has not occurred or that documents filed with the Register may have been mislaid or lost. In accordance with Luxembourg company law, changes or amendments to corporate documents to be filed at the Register will be effective (*opposable*) vis-à-vis third parties only as of the day of their publication in the Luxembourg official gazette (*Mémorial C, Recueil des Sociétés et Associations* or *RESA, Recueil électronique des sociétés et associations*, as applicable) unless the company proves that the relevant third parties had prior knowledge thereof.

5.6 We express no opinion on the legal validity and the enforceability of the Agreements and the Exchange Notes.

5.7 In the case of legal proceedings being brought before a Luxembourg court or production of the Agreements and/or the Exchange Notes before an official Luxembourg authority, such Luxembourg court or official authority may require that the Agreements, the Exchange Notes and/or any judgment obtained in a foreign court must be translated into French or German.

5.8 Punitive, treble or similar damages may not be enforceable in the Luxembourg courts.

5.9 The Registration Statement has been prepared by the Company, which has accepted responsibility for the information contained therein.

6. This legal opinion is as of this date and we undertake no obligation to update it or advise of changes hereafter occurring. We express no opinion as to any matters other than those expressly set forth herein, and no opinion is, or may be, implied or inferred herefrom. We express no opinion on any economic, financial or statistical information (including formulas determining payments to be made) contained in the Exchange Notes and the Agreements (or any document in connection therewith).

7. This legal opinion is given on the express basis, accepted by each person who is entitled to rely on it, that this legal opinion and all rights, obligations or liability in relation to it are governed by, and shall be construed in accordance with, Luxembourg law and that any action or claim in relation to it can be brought exclusively before the courts of Luxembourg.

8. In this matter we have taken instructions solely from the Company. This legal opinion however has been addressed to the Addressees in connection with the Company's entry into the Agreements and issue of the Exchange Notes. We note that we have not advised the Addressees (other than the Company) on the legal implications of the Agreements and the Exchange Notes (other than those specifically opined on herein). We exceptionally accept addressing this legal opinion to the Addressees (other than the Company) solely in relation to the matters opined on herein, but the giving of this legal opinion is not to be taken as implying that we owe the Addressees (other than the Company) any duty of care (other than in respect of the accuracy of the opinions expressly provided herein) in relation to the Agreements or the Exchange Notes, the transactions contemplated by the Agreements, the issue of the Exchange Notes or their commercial or financial implications. The fact that we have provided this legal opinion to the Addressees (other than the Company) shall further not be deemed to have created any client relationship between us and the Addressees. The following provisions shall also apply in respect of the provision of this legal opinion to the Addressees (other than the Company), except that if and to the extent that any general terms of engagement that we may have in place at the date of this legal opinion with the Addressees (other than the Company) where such Addressees (other than the Company) are our clients have a different effect, then such other effect shall apply in relation to the provision of this legal opinion:

8.1 we shall have no obligation to advise the Addressees (other than the Company) in the future on any of the matters referred to in this legal opinion and the fact that we have provided this legal opinion to the Addressees (other than the Company) (i) shall not restrict us from representing and advising the Company (if the Company so requests) in relation to any matter at any time in the future (whether or not separate legal advisors are retained on any such matters by the Addressees (other than the Company)), and (ii) shall not be deemed to have caused us any conflict of interest in relation to the giving of any such advice; and

8.2 as regards the Addressees (other than the Company), any non-contractual rights and obligations arising out of or in connection with this legal opinion are governed by and are to be construed in accordance with Luxembourg law and the courts of Luxembourg have exclusive jurisdiction in respect of any dispute or matter arising out of or in connection with this legal opinion.

9. Any Addressee who is entitled to, and does, rely on this legal opinion agrees, by so relying, that, to the fullest extent permitted by law and regulation (and except in the case of wilful misconduct or fraud) there is no assumption of personal duty of care by, and such person will not bring any claim against, any individual who is a partner of, member of, employee of or consultant to Allen & Overy, *société en commandite simple*, Allen & Overy LLP or any other member of the group of Allen & Overy undertakings and that such person will instead confine any claim to Allen & Overy, *société en commandite simple*, Allen & Overy LLP or any other member of the group of Allen & Overy undertakings (and for this purpose "claim" means (save only where law and regulation applies otherwise) any claim, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise).

**10.** Luxembourg legal concepts are expressed in English terms and not in their original French or German terms. The concepts concerned may not be identical to the concepts described by the same English terms as they exist under the laws of other jurisdictions. It should be noted that there are always irreconcilable differences between languages making it impossible to guarantee a totally accurate translation or interpretation. In particular, there are always some legal concepts which exist in one jurisdiction and not in another, and in those cases it is bound to be difficult to provide a completely satisfactory translation or interpretation because the vocabulary is missing from the language. We accept no responsibility for omissions or inaccuracies to the extent that they are attributable to such factors.

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

Yours faithfully,

/s/ Frank Mausen

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

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

**Exhibit 12.1**

Computation of Ratio of Earnings to Fixed Charges

| | Three Months Ended March 31, | Fiscal Year Ended December 31, | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 |
| Consolidated ratio of earnings to fixed charges | 5.7 : 1 | 6.8 : 1 | 10.2 : 1 | 6.7 : 1 | 6.2 : 1 | 6.8 : 1 | 7.2 : 1 | 13.4 : 1 |

| | Three Months Ended March 31, | Fiscal Year Ended December 31, | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 |
| | | | | | (dollars in millions) | | | |
| Net income attributable to Genpact Limited shareholders | 64.7 | 263.1 | 269.7 | 239.8 | 192.0 | 229.7 | 178.2 | 184.3 |
| Add : | | | | | | | | |
| Net income (loss) attributable to noncontrolling interest | (0.8) | (2.3) | (2.1) | | | | | |
| Income tax expense | 12.1 | 59.7 | 62.1 | 61.9 | 57.4 | 71.1 | 78.4 | 70.7 |
| Less: Interest on FIN 48 liabilities | (0.3) | 0.2 | 0.2 | (1.2) | (0.0) | 0.1 | (0.9) | (0.5) |
| Fixed Charges | 16.1 | 54.9 | 35.8 | 53.2 | 47.7 | 52.0 | 41.2 | 20.6 |
| **Earnings** | 91.8 | 375.8 | 365.6 | 353.8 | 297.1 | 352.8 | 297.0 | 275.0 |
| | | | | | | | | |
| Fixed Charges | | | | | | | | |
| Interest expense | 11.5 | 39.9 | 23.4 | 39.9 | 33.8 | 38.9 | 28.1 | 9.2 |
| Estimate of interest as a component of rental expense | 4.3 | 15.3 | 12.6 | 12.1 | 13.8 | 13.1 | 12.2 | 10.8 |
| Interest on FIN 48 liabilities | 0.3 | (0.2) | (0.2) | 1.2 | 0.0 | (0.1) | 0.9 | 0.5 |
| **Fixed Charges** | 16.1 | 54.9 | 35.8 | 53.2 | 47.7 | 52.0 | 41.2 | 20.6 |
| | | | | | | | | |
| Rent Expense | 16.9 | 59.5 | 50.8 | 50.3 | 57.2 | 55.4 | 49.9 | 44.6 |
| FX expense included in rent expense | (0.3) | (1.5) | 0.6 | 2.0 | 1.8 | 2.9 | 1.1 | 1.2 |
| **Net Rent Expense** | 17.2 | 61.0 | 50.2 | 48.3 | 55.4 | 52.6 | 48.8 | 43.4 |
| Allocation ratio | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 | 0.25 |

**Exhibit 21.1**

Subsidiaries of Genpact Luxembourg S.à r.l.:

| Name: | Jurisdiction of Incorporation |
|---|---|
| Genpact Brasil Gestão de Processos Operacionais Ltda. | Brazil |
| Genpact Czech s.r.o. | Czech Republic |
| Genpact Administraciones-Guatemala, S.A. | Guatemala |
| Servicios Internacionales De Atencion Al Cliente, S.A. | Guatemala |
| Genpact Hungary Kft | Hungary |
| Genpact Ireland Private Limited | Ireland |
| PNMSoft Ltd. | Israel |
| Genpact Japan Business Services K.K. | Japan |
| Genpact Japan Kabushiki Kaisha | Japan |
| Genpact Kenya Limited | Kenya |
| Genpact Latvia SIA | Latvia |
| Genpact Morocco S.à r.l. | Morocco |
| Genpact Morocco Training S.à r.l. | Morocco |
| Genpact Netherlands B.V. | Netherlands |
| Genpact Poland Sp. Z O.O. | Poland |
| Genpact Services Poland Sp. Z O.O. | Poland |
| Genpact Romania SRL | Romania |
| Genpact Slovakia s.r.o. | Slovakia |
| Genpact South Africa (Pty) Ltd. | South Africa |
| Genpact Regulatory Affairs UK Limited | United Kingdom |
| Genpact WM UK Limited | United Kingdom |
| Genpact International, Inc. | United States |

**Exhibit 23.1**

**Consent of Independent Registered Public Accounting Firm**

The Board of Directors
Genpact Limited:

We consent to the incorporation by reference in this registration statement on Form S-4 of Genpact Limited of our report dated March 1, 2018 (except for Note 31, as to which the date is May 31, 2018), with respect to the consolidated balance sheets of Genpact Limited (the "Company") as of December 31, 2017 and 2016, the related consolidated statements of income, comprehensive income (loss), equity, and cash flows for each of the years in the three year period ended December 31, 2017, and the related notes (collectively, the "consolidated financial statements"), which report appears in the Current Report on Form 8-K dated June 4, 2018, and of our report dated March 1, 2018 relating to the effectiveness of internal control over financial reporting as of December 31, 2017, which reports appears in the December 31, 2017 annual report on Form 10-K of Genpact Limited, and to the reference to us under the heading "Experts" in the prospectus, which is part of this registration statement.

Our report dated March 1, 2018, on the effectiveness of internal control over financial reporting as of December 31, 2017, contains an explanatory paragraph that states that Genpact Limited acquired LeaseDimensions, Inc., RAGE Frameworks, Inc. and its subsidiary, BrightClaim LLC and associated companies, Image processing business of Fiserv Solutions of Australia Pty Ltd., OnSource, LLC and TandemSeven, Inc. and management excluded from its assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2017, LeaseDimensions, Inc.'s, RAGE Frameworks, Inc. and its subsidiary's, BrightClaim LLC and associated companies', Image processing business of Fiserv Solutions of Australia Pty Ltd's, OnSource, LLC's, and TandemSeven, Inc.'s internal control over financial reporting associated with total assets of $ 278,569 thousands (of which $ 258,432 thousands represent goodwill and intangible assets included within the scope of the assessment) and total revenues of $ 94,456 thousands included in the consolidated financial statements of the Company as of and for the year ended December 31, 2017. Our audit of internal control over financial reporting of the Company also excluded an evaluation of the internal control over financial reporting of LeaseDimensions, Inc., RAGE Frameworks, Inc. and its subsidiary, BrightClaim LLC and associated companies, Image processing business of Fiserv Solutions of Australia Pty Ltd., OnSource, LLC and TandemSeven, Inc.

/s/ KPMG
Gurugram, Haryana, India
June 4, 2018

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

# FORM T-1

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

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

# WELLS FARGO BANK, NATIONAL ASSOCIATION
**(Exact name of trustee as specified in its charter)**

| | |
|---|---|
| **A National Banking Association**<br>**(Jurisdiction of incorporation or organization if not a U.S. national bank)** | **94-1347393**<br>**(I.R.S. Employer Identification No.)** |
| **101 North Phillips Avenue**<br>**Sioux Falls, South Dakota**<br>**(Address of principal executive offices)** | **57104**<br>**(Zip code)** |

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

**Genpact Luxembourg S.à r.l.**
**(Exact name of obligor as specified in its charter)**

| | |
|---|---|
| **Luxembourg**<br>**(State or other jurisdiction of incorporation or organization)** | **(I.R.S. Employer Identification No.)** |
| **12F, Rue Guillaume Kroll**<br>**L-1882 Luxembourg**<br>**(Address of principal executive offices)** | **(Zip code)** |

**Genpact Limited**
**(Exact name of obligor as specified in its charter)**

| Bermuda | 98-0533350 |
| --- | --- |
| (State or other jurisdiction of incorporation or organization) | (I.R.S. Employer Identification No.) |
| **Canon's Court, 22 Victoria Street Hamilton HM 12, Bermuda** | |
| (Address of principal executive offices) | (Zip code) |

**3.700% Senior Notes due 2022**
(Title of the indenture securities)

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

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

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

Federal Deposit Insurance Corporation
Washington, D.C.

Federal Reserve Bank of San Francisco
San Francisco, California 94120

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

The trustee is authorized to exercise corporate trust powers.

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

None with respect to the trustee.

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

Item 15. Foreign Trustee. Not applicable.

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

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

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

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Boston and State of Massachusetts on the 14th day of May, 2018.

WELLS FARGO BANK, NATIONAL ASSOCIATION

Patrick T. Giordano
Vice President

EXHIBIT 6

May 14, 2018

Securities and Exchange Commission
Washington, D.C. 20549

Gentlemen:

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

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

Patrick T. Giordano
Vice President

Exhibit 7

Consolidated Report of Condition of

Wells Fargo Bank National Association
of 101 North Phillips Avenue, Sioux Falls, SD 57104
And Foreign and Domestic Subsidiaries,
at the close of business March 31, 2018, filed in accordance with 12 U.S.C. §161 for National Banks.

| | | Dollar Amounts In Millions |
|---|---|---|
| ASSETS | | |
| Cash and balances due from depository institutions: | | |
| Noninterest-bearing balances and currency and coin | | $ 17,369 |
| Interest-bearing balances | | 184,177 |
| Securities: | | |
| Held-to-maturity securities | | 141,338 |
| Available-for-sale securities | | 255,739 |
| Equity Securities with readily determinable fair value not held for trading | | 91 |
| Federal funds sold and securities purchased under agreements to resell: | | |
| Federal funds sold in domestic offices | | 62 |
| Securities purchased under agreements to resell | | 33,549 |
| Loans and lease financing receivables: | | |
| Loans and leases held for sale | | 8,236 |
| Loans and leases, net of unearned income | 921,233 | |
| LESS: Allowance for loan and lease losses | 9,937 | |
| Loans and leases, net of unearned income and allowance | | 911,296 |
| Trading Assets | | 47,470 |
| Premises and fixed assets (including capitalized leases) | | 8,067 |
| Other real estate owned | | 564 |
| Investments in unconsolidated subsidiaries and associated companies | | 12,080 |
| Direct and indirect investments in real estate ventures | | 95 |
| Intangible assets | | |
| Goodwill | | 22,467 |
| Other intangible assets | | 17,972 |
| Other assets | | 55,960 |
| Total assets | | $ 1,716,532 |
| LIABILITIES | | |
| Deposits: | | |
| In domestic offices | | $ 1,300,220 |
| Noninterest-bearing | 419,558 | |
| Interest-bearing | 880,662 | |
| In foreign offices, Edge and Agreement subsidiaries, and IBFs | | 57,496 |
| Noninterest-bearing | 740 | |
| Interest-bearing | 56,756 | |
| Federal funds purchased and securities sold under agreements to repurchase: | | |
| Federal funds purchased in domestic offices | | 8,394 |
| Securities sold under agreements to repurchase | | 6,610 |

| | Dollar Amounts In Millions |
|---|---|
| Trading liabilities | 10,762 |
| Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) | 125,409 |
| Subordinated notes and debentures | 11,864 |
| Other liabilities | 31,546 |
| Total liabilities | $ 1,552,301 |
| EQUITY CAPITAL | |
| Perpetual preferred stock and related surplus | 0 |
| Common stock | 519 |
| Surplus (exclude all surplus related to preferred stock) | 112,560 |
| Retained earnings | 53,885 |
| Accumulated other comprehensive income | -3,088 |
| Other equity capital components | 0 |
| Total bank equity capital | 163,876 |
| Noncontrolling (minority) interests in consolidated subsidiaries | 355 |
| Total equity capital | 164,231 |
| Total liabilities, and equity capital | $ 1,716,532 |

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

John R. Shrewsberry
Sr. EVP & CFO

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

Directors

Enrique Hernandez, Jr
Federico F. Pena
James Quigley

**Exhibit 99.1**

**GENPACT LUXEMBOURG S.À R.L.**

**GENPACT LIMITED**

**LETTER OF TRANSMITTAL**

**OFFER TO EXCHANGE**

**$350,000,000 AGGREGATE PRINCIPAL AMOUNT OF 3.700% SENIOR NOTES DUE 2022, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ANY AND ALL OUTSTANDING UNREGISTERED 3.700% SENIOR NOTES DUE 2022**

**THE EXCHANGE OFFER WILL EXPIRE AT 12:00 A.M. MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON , 2018 (THE "EXPIRATION DATE") UNLESS THE OFFER IS EXTENDED. TENDERS MAY BE WITHDRAWN PRIOR TO 12:00 A.M. MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON , 2018.**

***The Exchange Agent for the Exchange Offer is:***

**Wells Fargo Bank, National Association**

*By Mail, Hand or Overnight Delivery:*

BondHolder Communications
Wells Fargo Bank, N.A.
Corporate Trust Operations
MAC N9300-070
600 South Fourth Street
Minneapolis, MN 55402

*By Facsimile:*

(612) 667-6282

*For Information or Confirmation by Telephone:*

(800) 344-5128

*By Electronic Mail:*

bondholdercommunications@wellsfargo.com

**DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF THIS LETTER OF TRANSMITTAL VIA FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.**

Holders of Outstanding Notes (as defined below) should complete this Letter of Transmittal either if Outstanding Notes are to be forwarded herewith or if tenders of Outstanding Notes are to be made by book-entry transfer to an account maintained by the Exchange Agent at the book-entry transfer facility specified by the holder pursuant to the procedures set forth in "The Exchange Offer—Book-Entry Delivery Procedures" and "The Exchange Offer—Procedures for Tendering Outstanding Unregistered Notes" in the Prospectus (as defined below) and an "Agent's Message" (as defined below) is not delivered. If tender is being made by book-entry transfer, the holder must have an Agent's Message delivered in lieu of this Letter of Transmittal.

Holders of Outstanding Notes whose certificates for such Outstanding Notes are not immediately available or who cannot deliver their certificates and all other required documents to the Exchange Agent on or prior to the Expiration Date or who cannot complete the procedures for book-entry transfer on a timely basis must tender their Outstanding Notes according to the guaranteed delivery procedures set forth in "The Exchange Offer—Guaranteed Delivery Procedures" in the Prospectus.

Unless the context otherwise requires, the term "holder" for purposes of this Letter of Transmittal means any person in whose name Outstanding Notes are registered or any other person who has obtained a properly completed bond power from the registered holder or any person whose Outstanding Notes are held of record by The Depository Trust Company ("DTC").

The undersigned acknowledges receipt of the Prospectus dated , 2018 (as it may be amended or supplemented from time to time, the "Prospectus") of Genpact Luxembourg S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg (the "Issuer"), and Genpact Limited, an exempted company organized under the laws of Bermuda (the "Parent Guarantor"), and this Letter of Transmittal (the "Letter of Transmittal"), which together constitute the Issuer's offer (the "Exchange Offer") to exchange up to $350,000,000 aggregate principal amount of 3.700% Senior Notes due 2022 (the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for any and all of its outstanding 3.700% Senior Notes due 2022 (the "Outstanding Notes"). The Outstanding Notes are unconditionally guaranteed (the "Old Guarantee") by the Parent Guarantor and the Exchange Notes will be unconditionally guaranteed (the "New Guarantee") by the Parent Guarantor. Upon the terms and subject to the conditions set forth in the Prospectus and this Letter of Transmittal, the Parent Guarantor offers to issue the New Guarantee with respect to all Exchange Notes issued in the Exchange Offer in exchange for the Old Guarantee of the Outstanding Notes for which such Exchange Notes are issued in the Exchange Offer. Throughout this Letter of Transmittal, unless the context otherwise requires and whether so expressed or not, references to the "Exchange Offer" include the Parent Guarantor's offer to exchange the New Guarantee for the Old Guarantee, references to the "Exchange Notes" include the related New Guarantee and references to the "Outstanding Notes" include the related Old Guarantee.

For each Outstanding Note of any series of the Outstanding Notes accepted for exchange, the holder of such Outstanding Note will receive an Exchange Note of the corresponding series of the Exchange Notes having a principal amount equal to that of the surrendered Outstanding Note. The Exchange Notes will accrue interest at a rate of 3.700% per annum payable on April 1 and October 1 of each year.

Capitalized terms used but not defined herein shall have the same meaning given them in the Prospectus.

YOUR BANK OR BROKER CAN ASSIST YOU IN COMPLETING THIS FORM. THE INSTRUCTIONS INCLUDED WITH THIS LETTER OF TRANSMITTAL MUST BE FOLLOWED. QUESTIONS AND REQUESTS FOR ASSISTANCE OR FOR ADDITIONAL COPIES OF THE PROSPECTUS AND THIS LETTER OF TRANSMITTAL MAY BE DIRECTED TO THE EXCHANGE AGENT, WHOSE ADDRESS AND TELEPHONE NUMBER APPEAR ON THE FRONT PAGE OF THIS LETTER OF TRANSMITTAL.

The undersigned has completed the appropriate boxes below and signed this Letter of Transmittal to indicate the action that the undersigned desires to take with respect to the Exchange Offer.

**PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL AND THE PROSPECTUS CAREFULLY BEFORE CHECKING ANY BOX BELOW.**

List below the Outstanding Notes to which this Letter of Transmittal relates. If the space provided below is inadequate, the certificate numbers and aggregate principal amounts of Outstanding Notes should be listed on a separate signed schedule affixed hereto.

**All Tendering Holders Complete Box 1:**

**Box 1***
**Description of Outstanding Notes Tendered Herewith**

| Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on Certificate(s)) | Certificate or Registration Number(s) of Outstanding Notes** | Aggregate Principal Amount Represented by Outstanding Notes | Aggregate Principal Amount of Outstanding Notes Being Tendered*** |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **Total** | | | |

* If the space provided is inadequate, list the certificate numbers and principal amount of Outstanding Notes on a separate signed schedule and attach the list to this Letter of Transmittal.

** Need not be completed by book-entry holders.

*** The minimum permitted tender is $2,000 in principal amount. All tenders must be in the amount of $2,000 or in integral multiples of $1,000 in excess thereof. Unless otherwise indicated in this column, the holder will be deemed to have tendered the full aggregate principal amount represented by such Outstanding Notes. See instruction 2.

**Box 2**
**Book-Entry Transfer**

☐ CHECK HERE IF TENDERED OUTSTANDING NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

Holders of Outstanding Notes that are tendering by book-entry transfer to the Exchange Agent's account at DTC can execute the tender through DTC's Automated Tender Offer Program ("ATOP"), for which the transaction will be eligible. DTC participants that are accepting the Exchange Offer must transmit their acceptances to DTC, which will verify the acceptance and execute a book-entry delivery to the Exchange Agent's account at DTC. DTC will then send a computer-generated message (an "Agent's Message") to the Exchange Agent for its acceptance in which the holder of the Outstanding Notes acknowledges and agrees to be bound by the terms of, and makes the representations and warranties contained in, this Letter of Transmittal, and the DTC participant confirms on behalf of itself and the beneficial owners of such Outstanding Notes all provisions of this Letter of Transmittal (including any representations and warranties) applicable to it and such beneficial owner as fully as if it had completed the information required herein and executed and transmitted this Letter of Transmittal to the Exchange Agent. Each DTC participant transmitting an acceptance of the Exchange Offer through the ATOP procedures will be deemed to have agreed to be bound by the terms of this Letter of Transmittal. Delivery of an Agent's Message by DTC will satisfy the terms of the Exchange Offer as to execution and delivery of a Letter of Transmittal by the participant identified in the Agent's Message. DTC participants may also accept the Exchange Offer by submitting a Notice of Guaranteed Delivery through ATOP.

**Box 3**
**Notice of Guaranteed Delivery**
**(See Instruction 1 below)**

☐ CHECK HERE IF TENDERED OUTSTANDING NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name(s) of Registered Holder(s): _____

Window Ticket Number (if any): _____

Name of Eligible Institution that Guaranteed Delivery: _____

Date of Execution of Notice of Guaranteed Delivery: _____

IF GUARANTEED DELIVERY IS TO BE MADE BY BOOK-ENTRY TRANSFER: _____

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

**Box 4 Return of Non-Exchanged Outstanding Notes Tendered by Book-Entry Transfer**

☐ CHECK HERE IF OUTSTANDING NOTES TENDERED BY BOOK-ENTRY TRANSFER AND NON-EXCHANGED OUTSTANDING NOTES ARE TO BE RETURNED BY CREDITING THE ACCOUNT NUMBER SET FORTH ABOVE.

**Box 5 Participating Broker-Dealer**

☐ CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE TEN (10) ADDITIONAL COPIES OF THE PROSPECTUS AND TEN (10) COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: _____

Address: _____

**PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY**

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned hereby tenders to the Issuer the aggregate principal amount of the Outstanding Notes indicated above. Subject to, and effective upon, the acceptance for exchange of all or any portion of the Outstanding Notes tendered herewith in accordance with the terms and conditions of the Exchange Offer (including, if the Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby exchanges, assigns and transfers to, or upon the order of, the Issuer all right, title and interest in and to such Outstanding Notes as are being tendered herewith.

The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as its true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Exchange Agent also acts as the agent of the Issuer, in connection with the Exchange Offer) with respect to the tendered Outstanding Notes, with full power of substitution and resubstitution (such power of attorney being deemed an irrevocable power coupled with an interest) to (1) deliver certificates representing such Outstanding Notes, or transfer ownership of such Outstanding Notes on the account books maintained by the book-entry transfer facility specified by the holder(s) of the Outstanding Notes, together, in each such case, with all accompanying evidences of transfer and authenticity to, or upon the order of, the Issuer, (2) present and deliver such Outstanding Notes for transfer on the books of the Issuer and (3) receive all benefits or otherwise exercise all rights and incidents of beneficial ownership of such Outstanding Notes, all in accordance with the terms of the Exchange Offer.

The undersigned hereby represents and warrants that (a) the undersigned has full power and authority to tender, exchange, assign and transfer the Outstanding Notes tendered hereby, (b) when such tendered Outstanding Notes are accepted for exchange, the Issuer will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and (c) the Outstanding Notes tendered for exchange are not subject to any adverse claims or proxies when accepted by the Issuer. The undersigned hereby further represents that any Exchange Notes acquired in exchange for Outstanding Notes tendered hereby will have been acquired in the ordinary course of business of the person receiving such Exchange Notes, whether or not such person is the undersigned, that neither the holder of such Outstanding Notes nor any such other person is engaged in or intends to engage in, nor has an arrangement or understanding with any person to participate in, the distribution of such Exchange Notes, and that neither the holder of such Outstanding Notes nor any such other person is an “affiliate,” as such term is defined in Rule 405 under the Securities Act, of the Issuer or the Parent Guarantor.

If the undersigned is not a broker-dealer, the undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of Exchange Notes. If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Outstanding Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

The undersigned also acknowledges that the Exchange Offer is being made based on the Issuer’s understanding of an interpretation by the staff of the Securities and Exchange Commission (the “SEC”) as set forth in no-action letters issued to third parties, including *Morgan Stanley & Co. Incorporated* (available June 5, 1991), *Exxon Capital Holdings Corporation* (available May 13, 1988), as interpreted in the SEC’s letter to *Shearman & Sterling*, dated July 2, 1993, or similar no-action letters, that the Exchange Notes issued in exchange for the Outstanding Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by each holder thereof (other than a broker-dealer who acquires such Exchange Notes directly from the Issuer for resale pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act or any such holder that is an “affiliate” of the Issuer or the Parent Guarantor within the meaning of Rule 405 under the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holder’s business and such holder is not engaged in, and does not intend to engage in, a distribution of such Exchange Notes and has no arrangement or understanding with any person to participate in the distribution of such Exchange Notes. If a holder of the Outstanding Notes is an affiliate of the Issuer or the Parent Guarantor, is not acquiring the Exchange Notes in the ordinary course of its business, is engaged in or intends to engage in a distribution of the Exchange Notes or has any arrangement or understanding with respect to the distribution of the Exchange Notes to be acquired pursuant to the Exchange Offer, such holder (x) may not rely on the applicable interpretations of the staff of the SEC and (y) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any secondary resale transaction. If the undersigned is a broker-dealer that will receive the Exchange Notes for its own account in exchange for the Outstanding Notes, it represents that the Outstanding Notes to be exchanged for the Exchange Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus in connection with any resale or transfer of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

The undersigned will, upon request, execute and deliver any additional documents deemed by the Issuer or the Exchange Agent to be necessary or desirable to complete the exchange, assignment and transfer of the tendered Outstanding Notes or transfer ownership of such Outstanding Notes on the account books maintained by the book-entry transfer facility. The undersigned further agrees that acceptance of any and all validly tendered Outstanding Notes by the Issuer and the issuance of Exchange Notes in exchange therefor shall constitute performance in full by the Issuer of its applicable obligations under the Registration Rights Agreement, dated as of May 27, 2017, by and among the Issuer, the Parent Guarantor, and Citibank Global Markets Inc., Morgan Stanley & Co. LLC and Wells Fargo Securities, LLC (the "Registration Rights Agreement"), and that the Issuer shall have no further obligations or liabilities thereunder except as provided in such agreement. The undersigned will comply with its obligations under the Registration Rights Agreement.

The Exchange Offer is subject to certain conditions as set forth in the Prospectus under the caption "The Exchange Offer—Conditions to the Exchange Offer." The undersigned recognizes that as a result of these conditions (which may be waived, in whole or in part, by the Issuer), as more particularly set forth in the Prospectus, the Issuer may not be required to exchange any of the Outstanding Notes tendered hereby and, in such event, the Outstanding Notes not exchanged will be returned to the undersigned at the address shown above, promptly following the expiration or termination of the Exchange Offer. In addition, the Issuer may amend the Exchange Offer at any time prior to the Expiration Date if any of the conditions set forth under "The Exchange Offer—Conditions to the Exchange Offer" occur.

All authority herein conferred or agreed to be conferred in this Letter of Transmittal shall survive the death or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, administrators, trustees in bankruptcy and legal representatives of the undersigned. Tendered Outstanding Notes may be withdrawn at any time prior to the Expiration Date in accordance with the procedures set forth in the terms of this Letter of Transmittal.

Unless otherwise indicated herein in the box entitled "Special Registration Instructions" below, please deliver the Exchange Notes (and, if applicable, substitute certificates representing the Outstanding Notes for any Outstanding Notes not exchanged) in the name of the undersigned or, in the case of a book-entry delivery of the Outstanding Notes, please credit the account indicated above. Similarly, unless otherwise indicated under the box entitled "Special Delivery Instructions" below, please send the Exchange Notes (and, if applicable, substitute certificates representing the Outstanding Notes for any Outstanding Notes not exchanged) to the undersigned at the address shown above in the box entitled "Description of Outstanding Notes Tendered Herewith."

**THE UNDERSIGNED, BY COMPLETING THE BOX ENTITLED "DESCRIPTION OF OUTSTANDING NOTES TENDERED HEREWITH" ABOVE AND SIGNING THIS LETTER, WILL BE DEEMED TO HAVE TENDERED THE OUTSTANDING NOTES AS SET FORTH IN SUCH BOX.**

**Box 6**
**SPECIAL REGISTRATION INSTRUCTIONS**
**(See Instructions 4 and 5)**

To be completed ONLY if certificates for the Outstanding Notes not tendered and/or certificates for the Exchange Notes are to be issued in the name of someone other than the registered holder(s) of the Outstanding Notes whose name(s) appear(s) above.

Issue: ☐ Outstanding Notes not tendered to:
☐ Exchange Notes to:

Name(s): _____
**(Please Print or Type)**

Address: _____

_____
**(Include Zip Code)**

Daytime Area Code and Telephone Number.

_____

Taxpayer Identification or Social Security Number:

_____

**Box 7**
**SPECIAL DELIVERY INSTRUCTIONS**
**(See Instructions 4 and 5)**

To be completed ONLY if certificates for the Outstanding Notes not tendered and/or certificates for the Exchange Notes are to be sent in the name of someone other than the registered holder(s) of the Outstanding Notes whose name(s) appear(s) above.

Send: ☐ Outstanding Notes not tendered to:
☐ Exchange Notes to:

Name(s): _____
**(Please Print or Type)**

Address: _____

_____
**(Include Zip Code)**

Daytime Area Code and Telephone Number.

_____

Taxpayer Identification or Social Security Number:

_____

**Box 8**
**TENDERING HOLDER(S) SIGN HERE**
**(Complete accompanying Form W-9 below)**

Must be signed by the registered holder(s) (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Outstanding Notes) of the Outstanding Notes exactly as their name(s) appear(s) on the Outstanding Notes hereby tendered or by any person(s) authorized to become the registered holder(s) by properly completed bond powers or endorsements and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth the full title of such person. See Instruction 4.

**(Signature(s) of Holder(s))**

Date: _____

Name(s): _____

**(Please Type or Print)**

Capacity (full title): _____

Address: _____

**(Including Zip Code)**

Daytime Area Code and Telephone Number: _____

Taxpayer Identification or Social Security Number: _____

**GUARANTEE OF SIGNATURE(S)**
**(If Required—See Instruction 4)**

Authorized Signature: _____

Date: _____

Name: _____

Title: _____

Name of Firm: _____

Address of Firm: _____

**(Include Zip Code)**

Area Code and Telephone Number: _____

Taxpayer Identification or Social Security Number: _____

**INSTRUCTIONS FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER**

**General**

Please do not send certificates for Outstanding Notes directly to the Issuer. Your certificates for Outstanding Notes, together with your signed and completed Letter of Transmittal and any required supporting documents, should be mailed or otherwise delivered to the Exchange Agent at the address set forth on the first page hereof. The method of delivery of Outstanding Notes, this Letter of Transmittal and all other required documents is at your sole option and risk and the delivery will be deemed made only when actually received by the Exchange Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, or overnight or hand delivery service is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

**1. Delivery of this Letter of Transmittal and Certificates; Guaranteed Delivery Procedures.** A holder of Outstanding Notes (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Outstanding Notes) may tender the same by (i) properly completing and signing this Letter of Transmittal or a facsimile hereof (all references in the Prospectus to the Letter of Transmittal shall be deemed to include a facsimile thereof) and delivering the same, together with the certificate or certificates, if applicable, representing the Outstanding Notes being tendered and any required signature guarantees and any other documents required by this Letter of Transmittal, to the Exchange Agent at its address set forth above on or prior to the Expiration Date, (ii) complying with the procedure for book-entry transfer described below or (iii) complying with the guaranteed delivery procedures described below.

Holders who wish to tender their Outstanding Notes and (i) whose Outstanding Notes are not immediately available or (ii) who cannot deliver their Outstanding Notes, this Letter of Transmittal and all other required documents to the Exchange Agent on or prior to the Expiration Date or (iii) who cannot comply with the book-entry transfer procedures on a timely basis, must tender their Outstanding Notes pursuant to the guaranteed delivery procedure set forth in “The Exchange Offer—Guaranteed Delivery Procedures” in the Prospectus and by completing Box 3. Holders may tender their Outstanding Notes if: (i) the tender is made by or through an Eligible Institution (as defined below); (ii) the Exchange Agent receives (by facsimile transmission, mail or hand delivery), on or prior to the Expiration Date, a properly completed and duly executed Notice of Guaranteed Delivery in the form provided with this Letter of Transmittal that (a) sets forth the name and address of the holder of Outstanding Notes, if applicable, the certificate number(s) of the Outstanding Notes to be tendered and the principal amount of Outstanding Notes tendered; (b) states that the tender is being made thereby; and (c) guarantees that, within three New York Stock Exchange trading days after the Expiration Date, the Letter of Transmittal, or a facsimile thereof, together with the Outstanding Notes or a book-entry confirmation, and any other documents required by the Letter of Transmittal, will be deposited by the Eligible Institution with the Exchange Agent; or (iii) the Exchange Agent receives a properly completed and executed Letter of Transmittal, or facsimile thereof and the certificate(s) representing all tendered Outstanding Notes in proper form or a confirmation of book-entry transfer of the Outstanding Notes into the Exchange Agent’s account at the appropriate book-entry transfer facility and all other documents required by this Letter of Transmittal within three New York Stock Exchange trading days after the Expiration Date.

Any Holder who wishes to tender Outstanding Notes pursuant to the guaranteed delivery procedures described above must ensure that the Exchange Agent receives the Notice of Guaranteed Delivery relating to such Outstanding Notes prior to the Expiration Date. Failure to complete the guaranteed delivery procedures outlined above will not, of itself, affect the validity or effect a revocation of any Letter of Transmittal form properly completed and executed by a holder who attempted to use the guaranteed delivery procedures.

No alternative, conditional, irregular or contingent tenders will be accepted. Each tendering holder, by execution of this Letter of Transmittal (or facsimile thereof), shall waive any right to receive notice of the acceptance of the Outstanding Notes for exchange.

**2. Partial Tenders; Withdrawals**. Tenders of Outstanding Notes will be accepted only in the principal amount of $2,000 and integral multiples of $1,000 in excess thereof. If less than the entire principal amount of Outstanding Notes evidenced by a submitted certificate is tendered, the tendering holder(s) must fill in the aggregate principal amount of Outstanding Notes tendered in the column entitled "Description of Outstanding Notes Tendered Herewith" in Box 1 above. A newly issued certificate for the Outstanding Notes submitted but not tendered will be sent to such holder promptly after the Expiration Date, unless otherwise provided in the appropriate box on this Letter of Transmittal. All Outstanding Notes delivered to the Exchange Agent will be deemed to have been tendered in full unless otherwise clearly indicated. Outstanding Notes tendered pursuant to the Exchange Offer may be withdrawn at any time prior to the Expiration Date, after which tenders of Outstanding Notes are irrevocable.

To be effective with respect to the tender of Outstanding Notes, a written notice of withdrawal (which may be by telegram, telex, facsimile or letter) must: (i) be received by the Exchange Agent at the address for the Exchange Agent set forth above before the Issuer notifies the Exchange Agent that they have accepted the tender of Outstanding Notes pursuant to the Exchange Offer; (ii) specify the name of the person who tendered the Outstanding Notes to be withdrawn; (iii) identify the Outstanding Notes to be withdrawn (including the principal amount of such Outstanding Notes, or, if applicable, the certificate numbers shown on the particular certificates evidencing such Outstanding Notes and the principal amount of Outstanding Notes represented by such certificates); (iv) include a statement that such holder is withdrawing its election to have such Outstanding Notes exchanged; (v) specify the name in which any such Outstanding Notes are to be registered, if different from that of the withdrawing holder; and (vi) be signed by the holder in the same manner as the original signature on this Letter of Transmittal (including any required signature guarantee). The Exchange Agent will return the properly withdrawn Outstanding Notes promptly following receipt of notice of withdrawal. If Outstanding Notes have been tendered pursuant to the procedure for book-entry transfer, any notice of withdrawal must specify the name and number of the account at the book-entry transfer facility to be credited with the withdrawn Outstanding Notes or otherwise comply with the book-entry transfer facility's procedures. All questions as to the validity, form and eligibility of notices of withdrawals, including time of receipt, will be determined by the Issuer, and such determination will be final and binding on all parties.

Any Outstanding Notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the Exchange Offer. Any Outstanding Notes which have been tendered for exchange but which are not accepted for exchange for any reason will be returned to the holder thereof without cost to such holder (or, in the case of Outstanding Notes tendered by book-entry transfer into the Exchange Agent's account at the book entry transfer facility pursuant to the book-entry transfer procedures described above, such Outstanding Notes will be credited to an account with such book-entry transfer facility specified by the holder) promptly after withdrawal, rejection of tender or termination of the Exchange Offer. Properly withdrawn Outstanding Notes may be retendered by following one of the procedures described under the caption "The Exchange Offer—Procedures for Tendering Outstanding Unregistered Notes" in the Prospectus at any time prior to the Expiration Date.

Neither the Issuer, any affiliate or assigns of the Issuer, the Exchange Agent nor any other person will be under any duty to give any notification of any irregularities in any notice of withdrawal or incur any liability for failure to give such notification (even if such notice is given to other persons).

**3. Beneficial Owner Instructions**. Only a holder of Outstanding Notes (i.e., a person in whose name Outstanding Notes are registered on the books of the registrar or, or, in the case of Outstanding Notes held through book-entry, such book-entry transfer facility specified by the holder), or the legal representative or attorney-in-fact of a holder, may execute and deliver this Letter of Transmittal. Any beneficial owner of Outstanding Notes who wishes to accept the Exchange Offer must arrange promptly for the appropriate holder to execute and deliver this Letter of Transmittal on his or her behalf through the execution and delivery to the appropriate holder of the "Instructions to Registered Holder from Beneficial Owner" form accompanying this Letter of Transmittal.

**4. Signature on this Letter of Transmittal; Written Instruments and Endorsements; Guarantee of Signatures**. If this Letter of Transmittal is signed by the registered holder(s) (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Outstanding Notes) of the Outstanding Notes tendered hereby, the signature must correspond exactly with the name(s) as written on the face of the certificates (or on such security listing) without alteration, addition, enlargement or any change whatsoever.

If any of the Outstanding Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If a number of Outstanding Notes registered in different names are tendered, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal (or facsimiles thereof) as there are different registrations of Outstanding Notes.

When this Letter of Transmittal is signed by the registered holder(s) of Outstanding Notes (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Outstanding Notes) listed and tendered hereby, no endorsements of certificates or separate written instruments of transfer or exchange are required. If, however, this Letter of Transmittal is signed by a person other than the registered holder(s) of the Outstanding Notes listed or the Exchange Notes are to be issued, or any untendered Outstanding Notes are to be reissued, to a person other than the registered holder(s) of the Outstanding Notes, such Outstanding Notes must be endorsed or accompanied by separate written instruments of transfer or exchange in form satisfactory to the Issuer and duly executed by the registered holder, in each case signed exactly as the name or names of the registered holder(s) appear(s) on the Outstanding Notes and the signatures on such certificates must be guaranteed by an Eligible Institution. If this Letter of Transmittal, any certificates or separate written instruments of transfer or exchange are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by the Issuer, submit proper evidence satisfactory to the Issuer, in their sole discretion, of such persons' authority to so act.

**Endorsements on certificates for the Outstanding Notes or signatures on bond powers required by this Instruction 4 must be guaranteed by a financial institution (including most banks, savings and loan associations and brokerage houses) that is a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program or the Stock Exchanges Medallion Program (each such entity, an "Eligible Institution").**

**Signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution, unless Outstanding Notes are tendered: (i) by a registered holder (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Outstanding Notes) who has not completed the box entitled "Special Registration Instructions" or "Special Delivery Instructions" on this Letter of Transmittal; or (ii) for the account of an Eligible Institution.**

**5. Special Registration and Delivery Instructions**. Tendering holders should indicate, in the applicable Box 6 or Box 7, the name and address in/to which the Exchange Notes and/or certificates for Outstanding Notes not exchanged are to be issued or sent, if different from the name(s) and address(es) of the person signing this Letter of Transmittal. In the case of issuance in a different name, the tax identification number or social security number of the person named must also be indicated. A holder tendering the Outstanding Notes by book-entry transfer may request that the Outstanding Notes not exchanged be credited to such account maintained at the book-entry transfer facility as such holder may designate. See Box 4.

If no such instructions are given, the Exchange Notes (and any Outstanding Notes not tendered or not accepted) will be issued in the name of and sent to the holder signing this Letter of Transmittal or deposited into such holder's account at the applicable book-entry transfer facility.

**6. Transfer Taxes**. The Issuer shall pay all transfer taxes, if any, applicable to the transfer and exchange of the Outstanding Notes to them or their order pursuant to the Exchange Offer. If, however, the Exchange Notes are delivered to or issued in the name of a person other than the registered holder, or if a transfer tax is imposed for any reason other than the transfer and exchange of Outstanding Notes to the Issuer or their order pursuant to the Exchange Offer, the amount of any such transfer taxes (whether imposed on the registered holder or any other person) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith the amount of such transfer taxes will be billed directly to such tendering holder.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Outstanding Notes listed in this Letter of Transmittal.

**7. Waiver of Conditions**. The Issuer reserves the absolute right to waive, in whole or in part, any of the conditions to the Exchange Offer set forth in the Prospectus.

**8. Mutilated, Lost, Stolen or Destroyed Securities**. Any holder whose Outstanding Notes have been mutilated, lost, stolen or destroyed, should promptly contact the Exchange Agent at the address set forth on the first page hereof for further instructions. The holder will then be instructed as to the steps that must be taken in order to replace the certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen certificate(s) have been completed.

**9. No Conditional Tenders; No Notice of Irregularities**. No alternative, conditional, irregular or contingent tenders will be accepted. All tendering holders, by execution of this Letter of Transmittal, shall waive any right to receive notice of the acceptance of their Outstanding Notes for exchange. The Issuer reserves the right, in their reasonable judgment, to waive any defects, irregularities or conditions of tender as to particular Outstanding Notes. The Issuer's interpretation of the terms and conditions of the Exchange Offer (including the instructions in this Letter of Transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Outstanding Notes must be cured within such time as the Issuer shall determine. Although the Issuer intends to notify holders of defects or irregularities with respect to tenders of Outstanding Notes, neither the Issuer, the Exchange Agent nor any other person is under any obligation to give such notice nor shall they incur any liability for failure to give such notification. Tenders of Outstanding Notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any Outstanding Notes received by the Exchange Agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holder promptly following the Expiration Date.

**10. Requests for Assistance or Additional Copies**. Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus and this Letter of Transmittal, may be directed to the Exchange Agent at the address and telephone number set forth on the first page hereof.

**IMPORTANT: THIS LETTER OF TRANSMITTAL OR A FACSIMILE OR COPY THEREOF (TOGETHER WITH CERTIFICATES OF OUTSTANDING NOTES OR CONFIRMATION OF BOOK-ENTRY TRANSFER AND ALL OTHER REQUIRED DOCUMENTS) OR A NOTICE OF GUARANTEED DELIVERY MUST BE RECEIVED BY THE EXCHANGE AGENT ON OR PRIOR TO THE EXPIRATION DATE.**

**IMPORTANT TAX INFORMATION**

Under U.S. federal income tax law, a tendering holder whose Outstanding Notes are accepted for exchange may be subject to backup withholding unless the holder provides the Exchange Agent with either (i) such holder's correct taxpayer identification number ("TIN") on the Substitute Form W-9 attached hereto, certifying (A) that the TIN provided on Substitute Form W-9 is correct (or that such holder of Outstanding Notes is awaiting a TIN), (B) that the holder of Outstanding Notes is not subject to backup withholding because (x) such holder of

Outstanding Notes is exempt from backup withholding, (y) such holder of Outstanding Notes has not been notified by the Internal Revenue Service that he or she is subject to backup withholding as a result of a failure to report all interest or dividends or (z) the Internal Revenue Service has notified the holder of Outstanding Notes that he or she is no longer subject to backup withholding and (C) that the holder of Outstanding Notes is a U.S. person (including a U.S. resident alien); or (ii) an adequate basis for exemption from backup withholding. If such holder of Outstanding Notes is an individual, the TIN is such holder's social security number. If the Exchange Agent is not provided with the correct TIN, the holder of Outstanding Notes may also be subject to certain penalties imposed by the Internal Revenue Service and any payments that are made to such holder may be subject to backup withholding (see below).

Certain holders of Outstanding Notes (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. However, exempt holders of Outstanding Notes should indicate their exempt status on the Substitute Form W-9. For example, a corporation should complete the Substitute Form W-9, providing its TIN and indicating that it is exempt from backup withholding. In order for a foreign individual or entity to qualify as an exempt recipient, the holder must submit an applicable Form W-8 (generally, a Form W-8BEN or Form W-8BEN-E, as appropriate), signed under penalties of perjury, attesting to that individual's exempt status. A Form W-8BEN or Form W-8BEN-E, as appropriate, can be obtained from the Exchange Agent. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for more instructions. Holders are encouraged to consult their own tax advisors to determine whether they are exempt from these backup withholding and reporting requirements.

If backup withholding applies, the Exchange Agent is required to withhold 28% of any payments made to the holder of Outstanding Notes or other payee. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service, provided the required information is furnished. The Exchange Agent cannot refund amounts withheld by reason of backup withholding.

A holder who does not have a TIN may check the box in Part 3 of the Substitute Form W-9 if the surrendering holder of Outstanding Notes has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the box in Part 3 is checked, the holder of Outstanding Notes or other payee must also complete the Certificate of Awaiting Taxpayer Identification Number below in order to avoid backup withholding. Notwithstanding that the box in Part 3 is checked and the Certificate of Awaiting Taxpayer Identification Number is completed, the Exchange Agent will withhold 28% of all payments made prior to the time a properly certified TIN is provided to the Exchange Agent and, if the Exchange Agent is not provided with a TIN within 60 days, such amounts will be paid over to the Internal Revenue Service. The holder of Outstanding Notes is required to give the Exchange Agent the TIN (e.g., social security number or employer identification number) of the record owner of the Outstanding Notes. If the Outstanding Notes are in more than one name or are not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional guidance on which number to report.

**FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE IRS.**

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**u Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

**Print or type** See **Specific Instructions** on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limitedliability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) u _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other(see instructions) u

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**
___ ___ – ___ ___ – ___ ___ ___ ___

**or**

**Employer identification number**
___ ___ – ___ ___ ___ ___ ___ ___ ___

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions**. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person** u **Date** u

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;

● A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

● An estate (other than a foreign estate); or

● A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

● In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

● In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

● In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|---|---|
| ● Corporation | Corporation |
| ● Individual<br>● Sole proprietorship, or<br>● Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single- member LLC |
| ● LLC treated as a partnership for U.S. federal tax purposes,<br>● LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>● LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| ● Partnership | Partnership |
| ● Trust/estate | Trust/estate |

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

### Exempt payee code.

● Generally, individuals (including sole proprietors) are not exempt from backup withholding.

● Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

● Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

● Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN**. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity[4] |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Exhibit 99.2**

**GENPACT LUXEMBOURG S.À R.L.**

**GENPACT LIMITED**

**OFFER TO EXCHANGE**

**$350,000,000 AGGREGATE PRINCIPAL AMOUNT OF 3.700% SENIOR NOTES DUE 2022, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED,**
**FOR ANY AND ALL OUTSTANDING 3.700% SENIOR NOTES DUE 2022**

, 2018

To Our Clients:

Enclosed for your consideration are a Prospectus, dated , 2018 (as the same may be amended or supplemented from time to time, the "Prospectus"), and a Letter of Transmittal (the "Letter of Transmittal"), relating to the offer (the "Exchange Offer") by Genpact Luxembourg S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg (the "Issuer"), and Genpact Limited, an exempted company organized under the laws of Bermuda (the "Parent Guarantor"), to exchange an aggregate principal amount of up to $350,000,000 of the Issuer's 3.700% Senior Notes due 2022 (the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for any and all of its outstanding 3.700% Senior Notes due 2022 (the "Outstanding Notes") in denominations of $2,000 and integral multiples of $1,000 in excess thereof upon the terms and subject to the conditions of the enclosed Prospectus and Letter of Transmittal. The terms of the Exchange Notes are identical in all material respects (including principal amount, interest rate and maturity) to the terms of the Outstanding Notes for which they may be exchanged pursuant to the Exchange Offer, except that the Exchange Notes are freely transferable by holders thereof, upon the terms and subject to the conditions of the enclosed Prospectus and the related Letter of Transmittal. The Outstanding Notes are unconditionally guaranteed (the "Old Guarantee") by the Parent Guarantor, and the Exchange Notes are unconditionally guaranteed (the "New Guarantee") by the Parent Guarantor. Upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal, the Parent Guarantor offers to issue the New Guarantee with respect to all Exchange Notes issued in the Exchange Offer in exchange for the Old Guarantee of the Outstanding Notes for which such Exchange Notes are issued in the Exchange Offer. Throughout this letter, unless the context otherwise requires and whether so expressed or not, references to the "Exchange Offer" include the Parent Guarantor's offer to exchange the New Guarantee for the Old Guarantee, references to the "Exchange Notes" include the related New Guarantee and references to the "Outstanding Notes" include the related Old Guarantee. The Issuer will accept for exchange any and all Outstanding Notes properly tendered according to the terms of the Prospectus and the Letter of Transmittal. Consummation of the Exchange Offer is subject to certain conditions described in the Prospectus.

PLEASE NOTE THAT THE EXCHANGE OFFER WILL EXPIRE AT 12:00 A.M. MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON , 2018 (THE "EXPIRATION DATE"), UNLESS THE ISSUER EXTENDS THE EXCHANGE OFFER.

The enclosed materials are being forwarded to you as the beneficial owner of the Outstanding Notes held by us for your account but not registered in your name. A tender of such Outstanding Notes may only be made by us as the registered holder and pursuant to your instructions. Therefore, the Issuer urges beneficial owners of Outstanding Notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee to contact such registered holder promptly if such beneficial owners wish to tender their Outstanding Notes in the Exchange Offer.

Accordingly, we request instructions as to whether you wish to tender any or all such Outstanding Notes held by us for your account, pursuant to the terms and conditions set forth in the enclosed Prospectus and Letter of Transmittal. If you wish to have us tender any or all of your Outstanding Notes, please so instruct us by

completing, signing and returning to us the "Instructions to Registered Holder from Beneficial Owner" form that appears below. We urge you to read the Prospectus and the Letter of Transmittal carefully before instructing us as to whether or not to tender your Outstanding Notes.

The accompanying Letter of Transmittal is furnished to you for your information only and may not be used by you to tender Outstanding Notes held by us and registered in our name for your account or benefit.

If we do not receive written instructions in accordance with the below and the procedures presented in the Prospectus and the Letter of Transmittal, we will not tender any of the Outstanding Notes on your account.

INSTRUCTIONS TO REGISTERED HOLDER FROM BENEFICIAL OWNER

The undersigned beneficial owner acknowledges receipt of your letter and the accompanying Prospectus dated , 2018 (as the same may be amended or supplemented from time to time, the "Prospectus"), and a Letter of Transmittal (the "Letter of Transmittal"), relating to the offer (the "Exchange Offer") by Genpact Luxembourg S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg (the "Issuer"), and Genpact Limited, an exempted company organized under the laws of Bermuda (the "Parent Guarantor"), to exchange an aggregate principal amount of up to $350,000,000 of the Issuer's 3.700% Senior Notes due 2022 (the "Exchange Notes"), each of which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for any and all of its outstanding 3.700% Senior Notes due 2022 (the "Outstanding Notes"), upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal. Capitalized terms used but not defined herein have the meanings ascribed to them in the Prospectus.

This will instruct you, the registered holder, to tender the principal amount of the Outstanding Notes indicated below held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal.

| **Principal Amount Held for Account Holder(s)** | | **Principal Amount to be Tendered*** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

*Unlessotherwise indicated, the entire principal amount held for the account of the undersigned will be tendered.

If the undersigned instructs you to tender the Outstanding Notes held by you for the account of the undersigned, it is understood that you are authorized (a) to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner of the Outstanding Notes, including but not limited to the representations that the undersigned (i) is not an "affiliate," as defined in Rule 405 under the Securities Act, of the Issuer or the Parent Guarantor, (ii) is not engaged in, and does not intend to engage in, and has no arrangement or understanding with any person to participate in, a distribution of Exchange Notes, (iii) is acquiring the Exchange Notes in the ordinary course of its business and (iv) is not a broker-dealer tendering Outstanding Notes acquired for its own account directly from the Issuer. If a holder of the Outstanding Notes is an affiliate of the Issuer or the Parent Guarantor, is not acquiring the Exchange Notes in the ordinary course of its business, is engaged in or intends to engage in a distribution of the Exchange Notes or has any arrangement or understanding with respect to the distribution of the Exchange Notes to be acquired pursuant to the Exchange Offer, such holder may not rely on the applicable interpretations of the staff of the Securities and Exchange Commission relating to exemptions from the registration and prospectus delivery requirements of the Securities Act and must comply with such requirements in connection with any secondary resale transaction.

**SIGN HERE**

Dated: _____

Signature(s): _____

Print Name(s): _____

Address: _____

**(Please include Zip Code)**

Telephone Number _____

**(Please include Area Code)**

Tax Identification Number or Social Security Number: _____

My Account Number With You: _____

**Exhibit 99.3**

**GENPACT LUXEMBOURG S.À R.L.**

**GENPACT LIMITED**

**OFFER TO EXCHANGE**

**$350,000,000 AGGREGATE PRINCIPAL AMOUNT OF 3.700% SENIOR NOTES DUE 2022, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ANY AND ALL OUTSTANDING 3.700% SENIOR NOTES DUE 2022**

, 2018

*To Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees:*

As described in the enclosed Prospectus, dated , 2018 (as the same may be amended or supplemented from time to time, the "Prospectus"), and Letter of Transmittal (the "Letter of Transmittal"), Genpact Luxembourg S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg (the "Issuer"), and Genpact Limited, an exempted company organized under the laws of Bermuda (the "Parent Guarantor"), are offering to exchange (the "Exchange Offer") an aggregate principal amount of up to $350,000,000 of the Issuer's 3.700% Senior Notes due 2022 (the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for any and all of its outstanding 3.700% Senior Notes due 2022 (the "Outstanding Notes") in denominations of $2,000 and integral multiples of $1,000 in excess thereof upon the terms and subject to the conditions of the enclosed Prospectus and Letter of Transmittal. The terms of the Exchange Notes are identical in all material respects (including principal amount, interest rate and maturity) to the terms of the Outstanding Notes for which they may be exchanged pursuant to the Exchange Offer, except that the Exchange Notes are freely transferable by holders thereof. The Outstanding Notes are unconditionally guaranteed (the "Old Guarantee") by the Parent Guarantor, and the Exchange Notes will be unconditionally guaranteed (the "New Guarantee") by the Parent Guarantor. Upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal, the Parent Guarantor offers to issue the New Guarantee with respect to all Exchange Notes issued in the Exchange Offer in exchange for the Old Guarantee of the Outstanding Notes for which such Exchange Notes are issued in the Exchange Offer. Throughout this letter, unless the context otherwise requires and whether so expressed or not, references to the "Exchange Offer" include the Parent Guarantor's offer to exchange the New Guarantee for the Old Guarantee, references to the "Exchange Notes" include the related New Guarantee and references to the "Outstanding Notes" include the related Old Guarantee. The Issuer will accept for exchange any and all Outstanding Notes properly tendered according to the terms of the Prospectus and the Letter of Transmittal. Consummation of the Exchange Offer is subject to certain conditions described in the Prospectus.

**WE URGE YOU TO PROMPTLY CONTACT YOUR CLIENTS FOR WHOM YOU HOLD OUTSTANDING NOTES REGISTERED IN YOUR NAME OR IN THE NAME OF YOUR NOMINEE. PLEASE BRING THE EXCHANGE OFFER TO THEIR ATTENTION AS PROMPTLY AS POSSIBLE.**

Enclosed are copies of the following documents:

1. The Prospectus;
2. The Letter of Transmittal for your use in connection with the tender of Outstanding Notes and for the information of your clients, including a Substitute Form W-9 and Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (providing information relating to U.S. federal income tax backup withholding);
3. A form of Notice of Guaranteed Delivery; and
4. A form of letter, including a letter of instructions to a registered holder from a beneficial owner, which you may use to correspond with your clients for whose accounts you hold Outstanding Notes that are registered in your name or the name of your nominee, with space provided for obtaining such clients' instructions regarding the Exchange Offer.

Your prompt action is requested. Please note that the Exchange Offer will expire at 12:00 a.m. midnight, New York City time, at the end of the day on , 2018 (the "Expiration Date"), unless the Issuer otherwise extends the Exchange Offer.

To participate in the Exchange Offer, certificates for Outstanding Notes, together with a duly executed and properly completed Letter of Transmittal or facsimile thereof, or a timely confirmation of a book-entry transfer of such Outstanding Notes into the account of Wells Fargo Bank, National Association (the "Exchange Agent"), at the book-entry transfer facility, with any required signature guarantees, and any other required documents, must be received by the Exchange Agent by the Expiration Date as indicated in the Prospectus and the Letter of Transmittal.

The Issuer will not pay any fees or commissions to any broker or dealer or to any other persons (other than the Exchange Agent) in connection with the solicitation of tenders of the Outstanding Notes pursuant to the Exchange Offer. However, the Issuer will pay or cause to be paid any transfer taxes, if any, applicable to the tender of the Outstanding Notes to it or its order, except as otherwise provided in the Prospectus and Letter of Transmittal.

If holders of the Outstanding Notes wish to tender, but it is impracticable for them to forward their Outstanding Notes prior to the Expiration Date or to comply with the book-entry transfer procedures on a timely basis, a tender may be effected by following the guaranteed delivery procedures described in the Prospectus and in the Letter of Transmittal.

Any inquiries you may have with respect to the Exchange Offer should be addressed to the Exchange Agent at its address and telephone number set forth in the enclosed Prospectus and Letter of Transmittal. Additional copies of the enclosed materials may be obtained from the Exchange Agent.

Very truly yours,

GENPACT LUXEMBOURG S.À R.L.

GENPACT LIMITED

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF THE ISSUER OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF EITHER OF THEM IN CONNECTION WITH THE EXCHANGE OFFER, OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS EXPRESSLY CONTAINED THEREIN.

**Exhibit 99.4**

**GENPACT LUXEMBOURG S.À R.L.**

**GENPACT LIMITED**

**NOTICE OF GUARANTEED DELIVERY**

**OFFER TO EXCHANGE**

**$350,000,000 AGGREGATE PRINCIPAL AMOUNT OF 3.700% SENIOR NOTES DUE 2022, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ANY AND ALL OUTSTANDING 3.700% SENIOR NOTES DUE 2022**

This form, or one substantially equivalent hereto, must be used to accept the Exchange Offer made by Genpact Luxembourg S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg (the "Issuer"), and Genpact Limited, an exempted company organized under the laws of Bermuda, pursuant to the Prospectus, dated , 2018 (the "Prospectus"), and the enclosed Letter of Transmittal (the "Letter of Transmittal"), if the certificates for the Outstanding Notes are not immediately available or if the procedure for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach the Exchange Agent prior to 12:00 a.m. midnight, New York City time, on the Expiration Date of the Exchange Offer. Such form may be delivered or transmitted by facsimile transmission, mail or hand delivery to Wells Fargo Bank, National Association (the "Exchange Agent") as set forth below. In addition, in order to utilize the guaranteed delivery procedure to tender the Outstanding Notes pursuant to the Exchange Offer, a completed, signed and dated Letter of Transmittal (or facsimile thereof) must also be received by the Exchange Agent prior to 12:00 a.m. midnight, New York City time, at the end of the third New York Stock Exchange trading day following the Expiration Date of the Exchange Offer. Capitalized terms not defined herein have the meanings ascribed to them in the Letter of Transmittal.

*The Exchange Agent is:*

**Wells Fargo Bank, National Association**

*By Mail, Hand or Overnight Delivery:*

BondHolder Communications
Wells Fargo Bank, N.A.
Corporate Trust Operations
MAC N9300-070
600 South Fourth Street
Minneapolis, MN 55402

*By Facsimile:*

(612) 667-6282

*For Information or Confirmation by Telephone:*

(800) 344-5128

*By Electronic Mail:*

bondholdercommunications@wellsfargo.com

**DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.**

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an Eligible Institution (as defined in the Prospectus), such signature guarantee must appear in the applicable space in Box 8 provided on the Letter of Transmittal for Guarantee of Signatures.

Ladies and Gentlemen:

Upon the terms and subject to the conditions set forth in the Prospectus and the accompanying Letter of Transmittal, the undersigned hereby tenders to the Issuer the principal amount of Outstanding Notes indicated below, pursuant to the guaranteed delivery procedures described in "The Exchange Offer —Guaranteed Delivery Procedures" section of the Prospectus.

| **Certificate Number(s) (if known) of Outstanding Notes or Account Number at Book-Entry Transfer Facility** | **Aggregate Principal Amount Represented by Outstanding Notes** | **Aggregate Principal Amount of Outstanding Notes Being Tendered** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

**PLEASE COMPLETE AND SIGN**

_____

(Signature(s) of Record Holder(s))

_____

(Please Type or Print Name(s) of Record Holder(s))

Dated: _____

Address: (Zip Code) _____

_____

(Daytime Area Code and Telephone No.)

☐ Check this Box if the Outstanding Notes will be delivered by book-entry transfer to The Depository Trust Company.
Account Number: _____

**THE ACCOMPANYING GUARANTEE MUST BE COMPLETED.**

**GUARANTEE OF DELIVERY**
**(Not to be used for signature guarantee)**

The undersigned, an "eligible institution," as such term is defined in the Prospectus, hereby (a) represents that the above person(s) "own(s)" the Outstanding Notes tendered hereby within the meaning of Rule 14e-4(b)(2) under the Exchange Act, (b) represents that the tender of those Outstanding Notes complies with Rule 14e-4 under the Exchange Act and (c) guarantees to deliver to the Exchange Agent, at its address set forth in the Notice of Guaranteed Delivery, the certificates representing all tendered Outstanding Notes, in proper form for transfer, or a book-entry confirmation (a confirmation of a book-entry transfer of the Outstanding Notes into the Exchange Agent's account at The Depository Trust Company), together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees, and any other documents required by the Letter of Transmittal within three (3) New York Stock Exchange trading days after the Expiration Date.

Name of Firm: _____

**(Authorized Signature)**

Address: _____

**(Zip Code)**

Area Code and Tel. No.: _____

Name: _____

**(Please Type or Print)**

Title: _____

Dated: _____

**NOTE: DO NOT SEND OUTSTANDING NOTES WITH THIS NOTICE OF GUARANTEED DELIVERY. OUTSTANDING NOTES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.**

## INSTRUCTIONS FOR NOTICE OF GUARANTEED DELIVERY

**1. Delivery of this Notice of Guaranteed Delivery.**

A properly completed and duly executed copy of this Notice of Guaranteed Delivery and any other documents required by this Notice of Guaranteed Delivery must be received by the Exchange Agent at its address set forth on the cover page hereof prior to the Expiration Date of the Exchange Offer. The method of delivery of this Notice of Guaranteed Delivery and any other required documents to the Exchange Agent is at the election and risk of the holders and the delivery will be deemed made only when actually received by the Exchange Agent. Instead of delivery by mail, it is recommended that the holders use an overnight or hand delivery service, properly insured. If such delivery is by mail, it is recommended that the holders use properly insured, registered mail with return receipt requested. In all cases, sufficient time should be allowed to assure timely delivery. For a description of the guaranteed delivery procedure, see Instruction 1 of the Letter of Transmittal. No notice of Guaranteed Delivery should be sent to the Issuer.

**2. Signatures on this Notice of Guaranteed Delivery.**

If this Notice of Guaranteed Delivery is signed by the registered holder(s) of the Outstanding Notes referred to herein, the signatures must correspond with the name(s) written on the face of the Outstanding Notes without alteration, addition, enlargement or any change whatsoever. If this Notice of Guaranteed Delivery is signed by a person other than the registered holder(s) of any Outstanding Notes listed, this Notice of Guaranteed Delivery must be accompanied by appropriate bond powers, signed as the name of the registered holder(s) appear(s) on the

Outstanding Notes without alteration, addition, enlargement or any change whatsoever. If this Notice of Guaranteed Delivery is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing and, unless waived by the Issuer, evidence satisfactory to the Issuer of their authority so to act must be submitted with this Notice of Guaranteed Delivery.

**3. Questions and Requests for Assistance or Additional Copies.**

Questions and requests for assistance and requests for additional copies of the Prospectus may be directed to the Exchange Agent at the address set forth on the cover hereof. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.