

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

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

Date of Report (Date of earliest event reported): **December 20, 2011**

**GENPACT LIMITED**

(Exact name of registrant as specified in its charter)

**Bermuda**

(State or other jurisdiction  
of incorporation)

**001-33626**

(Commission  
File Number)

**98-0533350**

(I.R.S. Employer  
Identification No.)

**Canon's Court, 22 Victoria Street  
Hamilton HM, Bermuda**

(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: **(441) 295-2244**

**Not Applicable**

(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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### **Item 1.01. Entry into a Material Definitive Agreement**

On December 20, 2011, Genpact International, Inc., a Delaware company wholly-owned by Genpact Limited, and Macro\*World Research Corporation (“Wells”) entered into an amendment (the “Fifth Amendment”) to the master professional services agreement, dated as of November 30, 2005, as amended (the “MPSA”). The Fifth Amendment extends the term of the MPSA, the applicable charges in the MPSA, and the expiration or termination date for certain statements of work, each until March 31, 2013.

Concurrently, Genpact Global Holdings (Bermuda) Limited, a Bermuda company wholly-owned by Genpact Limited, Wells and Wells Fargo & Company entered into an amendment (the “Second Amendment”) to the ancillary agreement, dated as of November 30, 2005, as amended (the “Ancillary Agreement”). Among other things, the Second Amendment extends certain measurement and payment dates under the Ancillary Agreement until March 31, 2012 and April 30, 2012, respectively.

The foregoing summary is qualified in its entirety by the full text of the Fifth Amendment and the Second Amendment, which are filed herewith as Exhibits 99.1 and 99.2, respectively, and are incorporated herein by reference.

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

(d) Exhibits:

- 99.1 Fifth Amendment to Master Professional Services Agreement, dated December 20, 2011 by and between Macro\*World Research Corporation, and Genpact International, Inc. (as successor in business to Genpact International, S.A.R.L.).
- 99.2 Second Amendment to Ancillary Agreement, dated December 20, 2011 by and between Genpact Global Holdings (Bermuda) Limited (as successor in business to Genpact Global Holdings SICAR S.a.r.l.), Macro\*World Research Corporation, and Wells Fargo & Company (as successor in interest by merger to Wachovia Corporation).

**Signature**

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

Date: December 22, 2011

**GENPACT LIMITED**

By: /s/ Heather D. White

Name: Heather D. White

Title: Vice President and Senior Legal Counsel

**EXHIBIT INDEX**

<b>Exhibit</b>	<b>Description</b>
99.1	Fifth Amendment to Master Professional Services Agreement, dated December 20, 2011 by and between Macro*World Research Corporation and Genpact International, Inc. (as successor in business to Genpact International, S.A.R.L.).
99.2	Second Amendment to Ancillary Agreement, dated December 20, 2011 by and between Genpact Global Holdings (Bermuda) Limited (as successor in business to Genpact Global Holdings SICAR S.a.r.l.), Macro*World Research Corporation, and Wells Fargo & Company (as successor in interest by merger to Wachovia Corporation).

**FIFTH AMENDMENT TO  
MASTER PROFESSIONAL SERVICES AGREEMENT**

**BY AND BETWEEN**

**MACRO\*WORLD RESEARCH CORPORATION**

**AND**

**GENPACT INTERNATIONAL, INC.**

**DATED: December 20, 2011**

**FIFTH AMENDMENT TO MASTER PROFESSIONAL SERVICES AGREEMENT**

This Fifth Amendment ("Fifth Amendment"), entered into and effective this 20th day of December, 2011 ("Effective Date"), amends that certain Master Professional Services Agreement dated as of November 30, 2005 (as amended, modified and supplemented from time to time, the "**Agreement**") by and between **Macro\*World Research Corporation**, a North Carolina corporation having a principal place of business at 301 S. College Street, Charlotte, NC 28288 ("**Macro\*World**") and **Genpact International, Inc.** (as successor in business to Genpact International, S.A.R.L.), a Delaware corporation with registered office at 42 Old Ridgebury Road, First Floor, Danbury, CT 06810 and an office at 105, Madison Avenue, 2<sup>nd</sup> Floor, New York, NY 10016 ("**Genpact**"). Capitalized terms used and not otherwise defined herein have the meaning set forth in the Agreement.

**RECITALS**

**WHEREAS**, Macro\*World and Genpact are parties to the Agreement and have agreed to amend the Agreement as provided herein;

**NOW, THEREFORE**, in consideration of the covenants, promises, obligations and conditions set forth below and of other good and valid consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Section 3.1 of the MPSA describing the Initial Term shall be amended so as to extend the termination date of the MPSA described in Section 3.1 from November 30, 2012 to April 30, 2013.
2. The Charges defined in "Schedule O" of the MPSA and applicable as on November 30, 2012 shall continue to be applicable until April 30, 2013. The Wachovia Productivity Improvement Reduction requirements (as defined in Section 7.1 of Schedule O of the MPSA) will continue to apply during this period.
3. The expiration date or termination date for each existing Statement of Work which has not otherwise (a) expired, or (b) terminated pursuant to the terms of Section 25 of the MPSA on November 30, 2012, shall be extended to April 30, 2013.
4. Section 27.3(a) (Primary Notices) and Section 27.3(b) (Other Notices) shall be amended by replacing the contact information for Genpact as follows:

"In the case of Genpact:

GENPACT INTERNATIONAL INC.  
105 Madison Avenue  
2nd Floor  
New York, New York 10016  
Attention: Victor Guaglianone  
Facsimile: (646) 823-0469"

with a copy to:

Genpact International Inc.  
DFL City – Phase V  
Sector 53, Gurgaon – 122002  
Haryana State, India  
Attention: General Counsel  
Facsimile No: + 91 124 402 2226”

- 5 **General.1 Defined Terms.** Capitalized terms used herein and not otherwise defined have the meaning given in the Agreement.
- 5.2 **Authority for Fifth Amendment.** The execution, delivery and performance of this Fifth Amendment has been duly authorized by all requisite corporate action on the part of Macro\*World and Genpact and upon execution by all parties, will constitute a legal, binding obligation of such party.
- 5.3 **Effect of Fifth Amendment.** Except as specifically amended hereby, the Agreement, and all terms contained therein, remains in full force and effect, provided, however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Fifth Amendment, the terms and conditions of this Fifth Amendment shall govern and be controlling. All references to the Agreement after the Effective Date of this Fifth Amendment shall be to the Agreement as modified hereby. The Agreement, as amended by this Fifth Amendment, constitutes the entire understanding of the Parties with respect to the subject matter hereof.
- 5.4 **Binding Effect; Severability.** Each reference herein to a Party hereto shall be deemed to include its successors and assigns, all of whom shall be bound by this Fifth Amendment and in whose favor the provisions of this Fifth Amendment shall inure. In case any one or more of the provisions contained in this Fifth Amendment shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 5.5 **Further Assurances.** The parties hereto agree to execute such other documents and instruments and to do such other and further things as may be necessary or desirable for the execution and implementation of this Fifth Amendment and the consummation of the transactions contemplated hereby and thereby.
- 5.6 **Governing Law.** This Fifth Amendment shall be governed by and construed in accordance with the laws of the State of New York.
- 5.7 **Counterparts.** This Fifth Amendment may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement.

**IN WITNESS WHEREOF**, the parties have caused this Fifth Amendment to be executed by their respective duly authorized representatives as of the Effective Date.

**GENPACT INTERNATIONAL, INC.**

**MACRO\*WORLD RESEARCH CORPORATION**

By: /s/ Victor Guaglianone

By: /s/ Timothy J. Sloan

Name (Print): Victor Guaglianone

Name (Print): Timothy J. Sloan

Title: Senior Vice President and General Counsel

Title: Senior EVP & CFO



**SECOND AMENDMENT TO  
ANCILLARY AGREEMENT**

This Second Amendment (the "Second Amendment") entered into and effective this 20th day of December, 2011 amends that certain Agreement dated as of November 30, 2005 (as amended, modified and supplemented from time to time, the "Agreement") by and between Genpact Global Holdings (Bermuda) Limited (as successor in business to Genpact Global Holdings SICAR S.a.r.l.), a Bermuda company with an office at 105, Madison Avenue, 2<sup>nd</sup> Floor, New York, NY 10016 (the "Company"), Macro\*World Research Corporation, a North Carolina corporation ("WB") and Wells Fargo & Company, a Delaware corporation (as successor in interest by merger to Wachovia Corporation) ("Guarantor").

WHEREAS, the parties to the Agreement have agreed to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and of other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**AMENDMENTS TO THE AGREEMENT**

1. The definition of "2011 Revenue Measurement Date" shall be deleted in its entirety and wherever the term "2011 Revenue Measurement Date" is used in the Agreement, it shall be replaced by the term "2012 Revenue Measurement Date," which shall be defined to mean "March 31, 2012."
2. The definition of "Annualized Revenue" is hereby deleted in its entirety and replaced with the following:

"Annualized Revenue" means (i) with respect to the 2012 Revenue Measurement Date, the actual Revenue paid under the Master Professional Services Agreement for the three-month period ending on the 2012 Revenue Measurement Date multiplied by four, and (ii) with respect to the MSA Termination Date, the actual Revenue paid under the Master Professional Services Agreement for the three-month period ending on the MSA Termination Date multiplied by four."

3. The definition of "Applicable Revenue Level" shall be deleted in its entirety and replaced with the following:

"(i) when calculating the 2012 Cash Payment, the Annualized Revenue as of the 2012 Revenue Measurement Date, and (ii) when calculating the Early Termination Cash Payment, the Annualized Revenue on the MSA Termination Date."

4. Section 2.01 (Cash Payment) shall be amended by replacing the reference to "January 31, 2012" with "April 30, 2012."
5. Section 3.10 (Notices) shall be amended by replacing the contact information for the Company as follows:

"If to the Company:

GENPACT INTERNATIONAL INC.  
105 Madison Avenue  
2<sup>nd</sup> Floor  
New York, New York 10016  
Attention: Victor Guaglianone  
Facsimile: (646) 823-0469"

## GENERAL

6. Defined Terms. Capitalized terms used herein and not otherwise defined have the meaning given in the Agreement.
7. Authority for Second Amendment. The execution, delivery and performance of this Second Amendment has been duly authorized by all requisite corporate action on the part of the Company, WB, and Guarantor, and upon execution by all parties, will constitute a legal, binding obligation of such party.
8. Effect of Second Amendment. Except as specifically amended hereby, the Agreement, and all terms contained therein, remains in full force and effect, provided, however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Second Amendment, the terms and conditions of this Second Amendment shall govern and be controlling. All references to the Agreement after the Effective Date of this Second Amendment shall be to the Agreement as modified hereby. The Agreement, as amended by this Second Amendment, constitutes the entire understanding of the parties with respect to the subject matter hereof.
9. Binding Effect; Severability. Each reference herein to a party hereto shall be deemed to include its successors and assigns, all of whom shall be bound by this Second Amendment and in whose favor the provisions of this Second Amendment shall inure. In case any one or more of the provisions contained in this Second Amendment shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
10. Further Assurances. The parties hereto agree to execute such other documents and instruments and to do such other and further things as may be necessary or desirable for the execution and implementation of this Second Amendment and the consummation of the transactions contemplated hereby and thereby.
11. Governing Law. This Second Amendment shall be governed by and construed in accordance with the laws of the State of New York.

12. Counterparts. This Second Amendment may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their respective duly authorized representatives, all as of the day and year first above written.

**GENPACT GLOBAL HOLDINGS (BERMUDA) LIMITED**  
(as successor in business to Genpact Global Holdings SICAR S.a.r.l.)

By: /s/ Victor Guaglianone  
Name: Victor Guaglianone  
Title: Senior Vice President and General Counsel

**MACRO\*WORLD RESEARCH CORPORATION**

By: /s/ Timothy J. Sloan  
Name: Timothy J. Sloan  
Title: Senior EVP & CFO

**WELLS FARGO & COMPANY**  
(as successor in interest by merger to WACHOVIA CORPORATION)

By: /s/ Timothy J. Sloan  
Name: Timothy J. Sloan  
Title: Senior EVP & CFO