
**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): November 30, 2021

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

Bermuda
(State or other jurisdiction
of incorporation)

001-33626
(Commission
File Number)

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

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

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

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

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

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

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

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

On November 30, 2021, Genpact Limited (the “Company”) entered into employment agreements (the “Employment Agreements”) with each of Balkrishan Kalra (Senior Vice President, Banking, Capital Markets, Consumer Goods, Retail, Life Sciences and Healthcare) and Kathryn Stein (Senior Vice President, Chief Strategy Officer and Business Leader, Enterprise Services), as more fully described below. Each Employment Agreement is effective as of November 30, 2021 and supersedes in its entirety any prior employment agreement with the Company.

Additionally, on November 30, 2021, the Company’s subsidiary Headstrong Canada Company (f/k/a Headstrong Canada Limited) and Darren Saumur (Senior Vice President, Global Operating Officer) entered into an amendment (the “Amendment Agreement”) of the employment agreement between the parties dated February 26, 2018 (the “Saumur Employment Agreement”), as more fully described below. The Amendment Agreement is effective as of November 30, 2021.

Employment Agreements

Each Employment Agreement is for an unspecified term and provides for an annual base salary, an annual performance bonus with a target level determined by the Company’s Board of Directors (the “Board”), eligibility to participate in all employee benefit plans maintained by the Company for the benefit of its executives generally and severance benefits upon certain qualifying terminations of employment, as described in more detail below. Each Employment Agreement provides that the executive’s employment with the Company may be terminated at any time with or without cause.

The base salary under the Employment Agreements for each of Mr. Kalra and Ms. Stein is \$680,000 and \$550,000, respectively, with a target bonus of 100% of annual base salary. Each executive’s base salary and target bonus are subject to review annually by the Board and may be adjusted from time to time as the Board determines appropriate.

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

In addition, in the event such termination occurs prior to or more than 24 months following a change of control of the Company (as defined in the Company’s 2017 Omnibus Incentive Compensation Plan), each of the executive’s then outstanding time-based options, time-based restricted share unit awards and performance share awards with respect to which the performance period has been completed prior to termination such that the award remains subject only to time-based vesting will vest on the termination date with respect to the number of shares that would have vested had the executive continued in service for a period of 12 months following the termination date (the “Additional Shares”). All time-based options may be exercised for any Additional Shares vesting under the time-based option and any previously-vested shares for six months following the termination date (or if earlier, upon the expiration of the term of the time-based option).

In the event such termination occurs within 24 months following a change of control, each of the executive’s outstanding time-based options, time-based restricted share unit awards and performance share awards will vest in full on the change of control (with respect to the number of shares then subject to the awards). All time-based options (including with respect to any previously-vested shares) will remain exercisable for a period of 6 months following the termination date (or if earlier, upon the expiration of the term of the time-based option).

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

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

Amendment Agreement

The Amendment Agreement provides that Mr. Saumur is entitled to the same severance benefits as described above with respect to the Employment Agreements if Mr. Saumur is terminated by the Company without “cause” or he resigns for “good reason” (as defined in the Amendment Agreement). The remaining terms of Mr. Saumur’s compensation continue to be governed by the terms and conditions of the Saumur Employment Agreement, which was previously filed with the Securities and Exchange Commission on March 1, 2021.

The foregoing summary is qualified in its entirety by the full texts of the Employment Agreements filed herewith as Exhibit 10.1 and 10.2, and the Amendment Agreement filed herewith as Exhibit 10.3, and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit 10.1	Employment Agreement between the Company and Balkrishan Kalra, dated November 30, 2021
Exhibit 10.2	Employment Agreement between the Company and Kathryn Stein, dated November 30, 2021
Exhibit 10.3	Amendment Agreement between Headstrong Canada Company and Darren Saumur, dated November 30, 2021
Exhibit 104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Signature

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

Date: December 3, 2021

GENPACT LIMITED

By: /s/ Heather D. White

Name: Heather D. White

Title: Senior Vice President, Chief Legal Officer and Secretary

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this "Agreement"), effective as of the date the last Party to sign the Agreement signs the same (the "Effective Date"), by and between Genpact Limited, a Bermuda limited exempted company (the "Company"), and Balkrishan Kalra (the "Executive" and, together with the Company, the "Parties").

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

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

Section 1. Employment.

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

(b) Duties. The Executive shall serve as the Senior Vice President, Global Business Leader, Banking, Capital Markets, Consumer Goods, Retail, Life Sciences and Healthcare of the Company. In such capacity, the Executive shall report to the President and Chief Executive Officer of the Company (the "CEO"). In addition to the other titles and responsibilities described in this Section 1, if requested by the CEO, the Executive shall serve (without additional compensation) during the Term as an officer or director of any subsidiary of the Company. The Company reserves the right to depute or second the Executive during the Term to any of its affiliates or group entities; provided that any such deputization or secondment shall not constitute a waiver of any of Executive's rights hereunder and the Company shall retain all of its obligations hereunder in connection with any such deputization or secondment.

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

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

Section 2. Compensation.

(a) Base Salary. During the Term, the Company shall pay the Executive a base salary ("Base Salary"), at the annual rate of \$680,000, which shall be paid in installments in accordance with the Company's normal payroll practices. The Executive's Base Salary shall be reviewed annually by the Board pursuant to the normal performance review policies for senior level executives and may be adjusted from time to time as the Board deems appropriate.

(b) Annual Bonus. During the Term, the Executive shall be eligible to receive an annual cash bonus (the "Annual Bonus") in respect of each full or partial fiscal year of the Company ending during the Term (each, a "Fiscal Year", which as of the date hereof, is the period January 1 through December 31), with the target Annual Bonus to equal 100% of Base Salary ("Target Bonus") for such Fiscal Year, subject to the attainment of such performance targets as are established by the Board, for such Fiscal Year. Any such Annual Bonus shall be paid to the Executive on or after the first day (but in no event later than the fifteenth day of the third month) of the Fiscal Year following the Fiscal Year to which the Annual Bonus relates ("Payment Date"), subject to the Executive's continued service with the Company through the Payment Date. The Annual Bonus is, in part, intended as a retention tool, and an Annual Bonus is not deemed earned until the Board has determined whether and to what extent the performance goals have been met and all qualifying conditions and eligibility criteria of the Annual Bonus have been satisfied. The Executive's target Annual Bonus shall be reviewed annually by the Board pursuant to the normal performance review policies for senior level executives and may be adjusted from time to time as the Board deems appropriate.

(c) Equity Awards. Except as set forth herein, this Agreement does not modify or change the existing agreements regarding share options, restricted share units and performance share awards previously issued to the Executive (each such award and any such award granted in the future, an "Equity Award" and, collectively, the "Equity Awards").

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

Section 4. Other Benefits.

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

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

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

Section 5. Termination of Employment.

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

(i) The Company may terminate the Executive's employment at any time with or without Cause.

notice to the Company.

- (ii) The Executive may voluntarily terminate employment for any reason upon thirty days' prior written
- (iii) The Executive's employment hereunder shall terminate upon the Executive's death.
- (iv) The Company may terminate the Executive's employment hereunder for Disability.

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

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

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

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

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

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

a. Subject to subsection (viii), any outstanding share option, which vests solely upon continuous service with the Company (each, a "Time-Based Option"), shall, on the date of

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

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

c. Subject to subsection (viii), any outstanding performance share award, which (A) was subject to vesting in whole or in part based on attainment of performance objectives and (B) with respect to which the specified performance period has been completed prior to the Executive's termination such that the award remains subject to vesting only based on continuous service during a specified service period, shall, on the date of the Executive's termination of employment, become vested with respect to the number of shares (if any, as determined in accordance with the agreement evidencing the award) that would have vested had the Executive continued in employment or service for a period of twelve months following the termination date, based on the level of attainment of the performance objectives. Any shares that vest under this subsection (iv)c. shall be issued on the date of the Executive's termination of employment or service or as soon as reasonably practicable thereafter, but in no event later than the end of the calendar year in which the Executive's termination date occurs. Any performance share award that was subject to vesting in whole or in part based on attainment of performance objectives and with respect to which the performance period has not been completed prior to the Executive's termination, shall terminate immediately upon the Executive's termination.

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

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

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

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

(vi) Notwithstanding anything in this Agreement to the contrary, to the extent that the Equity Awards constitute nonqualified deferred compensation subject to Section 409A of the Internal

Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations thereunder, if (i) a Change of Control does not constitute a "change in control event" under Section 409A of the Code, or (ii) otherwise required by Section 409A of the Code, any shares that vest pursuant to subsection 5(c)(iv) or 5(c)(v) above shall be issued only in accordance with and as permitted under Section 409A of the Code.

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

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

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

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

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

(ii) "Change of Control" shall have the meaning set forth in the Genpact Limited 2017 Omnibus Incentive Compensation Plan, or in any successor equity plan under which the applicable equity award is granted.

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

(iv) "Good Reason" shall mean the occurrence, without the Executive's prior written consent, of any of the following events: (i) a material reduction in the nature of the Executive's authority or duties; or (ii) a material reduction in the Executive's then current Base Salary; provided,

however, that any such event shall not constitute Good Reason unless and until the Executive shall have provided the Company with notice of such event within ninety days of the initial occurrence of such event, the Company shall have failed to remedy such event within thirty days of receipt of such notice and the Executive terminates employment no later than sixty days following the expiration of such remedy period.

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

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

Section 8. Restrictive Covenants.

(a) Noncompetition. In consideration of the payments by the Company to the Executive pursuant to this Agreement, the Executive hereby covenants and agrees that, during the Term and for the twelve-month period following the date of the Executive's termination for any reason, the Executive shall not, without the prior written consent of the Company, be employed by, engaged by, or otherwise assist, either as an individual on his or her own or as a partner, joint venturer, employee, agent, consultant, officer, trustee, director, owner, part-owner, shareholder, or in any other capacity, directly or indirectly, any of the entities listed on the competitor list attached as Exhibit B hereto, or any successor or affiliates of such entity. The foregoing restriction shall not include the passive ownership of securities in any entity listed on Exhibit B and exercise of rights appurtenant thereto, so long as such securities represent no more than two percent of the voting power of all securities of such enterprise.

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

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

(d) Enforcement.

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

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

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

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

Section 9. Confidential Information and Invention Assignment Agreement. As part of and in connection with the execution of this Agreement between the Executive and the Company, the Executive acknowledges that the Executive must enter into a confidential information and invention agreement of even date herewith (the "New Confidential Information and Invention Assignment Agreement"), a copy of which is attached hereto as Exhibit C and incorporated herein. The New Confidential Information and Invention Assignment Agreement replaces and supplants any prior Confidential Information and Invention Assignment Agreement or other agreement covering substantially similar obligations (if applicable, the "Original

Confidential Information and Invention Assignment Agreement”) and sets forth the Parties’ obligations on and after the effective date of this Agreement. The Parties shall continue to be bound under the Original Confidential Information and Invention Assignment Agreement, if applicable, with respect to the subject matter thereof for the period before the New Confidential Information and Invention Assignment Agreement becomes effective. As used herein, unless the context requires otherwise, the term “Confidential Information and Invention Assignment Agreement” shall include both the Original Confidential Information and Invention Assignment Agreement and the New Confidential Information and Invention Assignment Agreement.

Section 10. Benefit Limit. The benefit limitations of this Section 10 shall be applicable in the event the Executive receives any benefits that are deemed to constitute parachute payments under Code Section 280G. In the event that any payments to which the Executive becomes entitled in accordance with the provisions of this Agreement (or any other benefits to which the Executive may become entitled in connection with any change in control or ownership of the Company or the subsequent termination of the Executive’s employment with the Company) would otherwise constitute a parachute payment under Code Section 280G, then such payments and benefits shall be subject to reduction to the extent necessary to assure that the Executive receives only the greater of (i) the amount of those payments or benefits which would not constitute such a parachute payment or (ii) the amount of the benefits after taking into account any excise tax imposed on the payments provided to the Executive under this Agreement (or on any other benefits to which the Executive may become entitled in connection with any change in control or ownership of the Company or the subsequent termination of his or her employment with the Company) under Code Section 4999. Should a reduction in benefits be required to satisfy the benefit limit of this Section 10, then the Executive’s cash severance payments under Section 5 shall accordingly be reduced (with such reduction to be effected pro-rata to each payment) to the extent necessary to comply with such benefit limit. Should such benefit limit still be exceeded following such reduction, then the number of shares as to which any Equity Award would otherwise vest on an accelerated basis in accordance with the terms of the award shall be reduced (based on the value of the parachute payment attributable to such Equity Award under Code Section 280G) to the extent necessary to eliminate such excess.

Section 11. Miscellaneous.

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

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

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

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

(ii) Notwithstanding any provision to the contrary in this Agreement, no payments or benefits to which the Executive becomes entitled under this Agreement shall be made or paid to the Executive prior to the *earlier* of (i) the expiration of the six-month period measured from the date of the

Executive's "separation from service" with the Company (as such term is defined in Section 409A-1(h) of the 409A Regulations) or (ii) the date of the Executive's death, if the Executive is deemed at the time of such separation from service a "specific employee" for purposes of Code Section 409A and such delayed commencement is required in order to avoid a prohibited distribution under Code Section 409A(a)(2). Upon the expiration of the applicable Code Section 409A(a)(2) deferral period, all payments deferred pursuant to this Section 11(c)(ii) shall be paid in a lump sum to the Executive, and any remaining payments due under this Agreement shall be paid in accordance with the normal payment dates specified for them herein.

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

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

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

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

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

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

If to the Company, to:

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

With a copy to:

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

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

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

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

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

Arbitration Materials in connection with any such proceeding, agree to file all Confidential Information (and documents containing Confidential Information) under seal, and agree to the entry of an appropriate protective order encompassing the confidentiality terms of this Agreement.

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

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

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

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

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

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

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

GENPACT LIMITED

By: /s/ Heather White
Name: Heather White
Title: Chief Legal Officer and Corporate Secretary
Date: November 30, 2021

EXECUTIVE

By: /s/ Balkrishan Kalra
Date: October 29, 2021

EXHIBIT A

GENERAL RELEASE
AND COVENANT NOT TO SUE

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

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

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

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

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

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

e. all claims for monetary or equitable relief, including but not limited to back pay, front pay, reinstatement, any equitable relief, compensatory damages, damages for alleged pain and suffering, punitive

damages, liquidated damages, and any claim for attorneys' fees, costs, disbursements, and interest; provided, however, that nothing in this Release shall release the Company from any of its obligations to Executive under the Employment Agreement (including, without limitation, its obligation to pay the amounts and provide the benefits upon which this Release is conditioned) or any rights Executive may have to indemnification under any charter or by-laws (or similar documents) of any member of the Company Group or any insurance coverage under any directors and officers insurance or similar policies or any benefits vested and accrued as of the date hereof which the Executive has under any ERISA benefit plan.

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

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

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

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

Executive hereby agrees not to defame or disparage any member of the Company Group or any executive, manager, director, or officer of any member of the Company Group in any medium to any person without limitation in time. The Company hereby agrees that its board of directors, the members of the Company Group and the executives, managers and officers of the members of the Company Group shall not

defame or disparage Executive in any medium to any person without limitation in time. Notwithstanding this provision, either party may confer in confidence with his, her or its legal representatives and make truthful statements as required by law.

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

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

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

GENPACT LIMITED

By: _____
Name:
Title:

EXECUTIVE

By: _____

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this "Agreement"), effective as of the date the last Party to sign the Agreement signs the same (the "Effective Date"), by and between Genpact Limited, a Bermuda limited exempted company (the "Company"), and Kathryn Vanpelt Stein (the "Executive" and, together with the Company, the "Parties").

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

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

Section 1. Employment.

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

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

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

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

Section 2. Compensation.

(a) Base Salary. During the Term, the Company shall pay the Executive a base salary ("Base Salary"), at the annual rate of \$550,000, which shall be paid in installments in accordance with the Company's normal payroll practices. The Executive's Base Salary shall be reviewed annually by the Board pursuant to the normal performance review policies for senior level executives and may be adjusted from time to time as the Board deems appropriate.

(b) Annual Bonus. During the Term, the Executive shall be eligible to receive an annual cash bonus (the "Annual Bonus") in respect of each full or partial fiscal year of the Company ending during the Term (each, a "Fiscal Year", which as of the date hereof, is the period January 1 through December 31), with the target Annual Bonus to equal 100% of Base Salary ("Target Bonus") for such Fiscal Year, subject to the attainment of such performance targets as are established by the Board, for such Fiscal Year. Any such Annual Bonus shall be paid to the Executive on or after the first day (but in no event later than the fifteenth day of the third month) of the Fiscal Year following the Fiscal Year to which the Annual Bonus relates ("Payment Date"), subject to the Executive's continued service with the Company through the Payment Date. The Annual Bonus is, in part, intended as a retention tool, and an Annual Bonus is not deemed earned until the Board has determined whether and to what extent the performance goals have been met and all qualifying conditions and eligibility criteria of the Annual Bonus have been satisfied. The Executive's target Annual Bonus shall be reviewed annually by the Board pursuant to the normal performance review policies for senior level executives and may be adjusted from time to time as the Board deems appropriate.

(c) Equity Awards. Except as set forth herein, this Agreement does not modify or change the existing agreements regarding share options, restricted share units and performance share awards previously issued to the Executive (each such award and any such award granted in the future, an "Equity Award" and, collectively, the "Equity Awards").

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

Section 4. Other Benefits.

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

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

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

Section 5. Termination of Employment.

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

(i) The Company may terminate the Executive's employment at any time with or without Cause.

notice to the Company.

- (ii) The Executive may voluntarily terminate employment for any reason upon thirty days' prior written notice to the Company.
- (iii) The Executive's employment hereunder shall terminate upon the Executive's death.
- (iv) The Company may terminate the Executive's employment hereunder for Disability.

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

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

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

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

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

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

a. Subject to subsection (viii), any outstanding share option, which vests solely upon continuous service with the Company (each, a "Time-Based Option"), shall, on the date of

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

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

c. Subject to subsection (viii), any outstanding performance share award, which (A) was subject to vesting in whole or in part based on attainment of performance objectives and (B) with respect to which the specified performance period has been completed prior to the Executive's termination such that the award remains subject to vesting only based on continuous service during a specified service period, shall, on the date of the Executive's termination of employment, become vested with respect to the number of shares (if any, as determined in accordance with the agreement evidencing the award) that would have vested had the Executive continued in employment or service for a period of twelve months following the termination date, based on the level of attainment of the performance objectives. Any shares that vest under this subsection (iv)c. shall be issued on the date of the Executive's termination of employment or service or as soon as reasonably practicable thereafter, but in no event later than the end of the calendar year in which the Executive's termination date occurs. Any performance share award that was subject to vesting in whole or in part based on attainment of performance objectives and with respect to which the performance period has not been completed prior to the Executive's termination, shall terminate immediately upon the Executive's termination.

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

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

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

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

(vi) Notwithstanding anything in this Agreement to the contrary, to the extent that the Equity Awards constitute nonqualified deferred compensation subject to Section 409A of the Internal

Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations thereunder, if (i) a Change of Control does not constitute a "change in control event" under Section 409A of the Code, or (ii) otherwise required by Section 409A of the Code, any shares that vest pursuant to subsection 5(c)(iv) or 5(c)(v) above shall be issued only in accordance with and as permitted under Section 409A of the Code.

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

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

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

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

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

(ii) "Change of Control" shall have the meaning set forth in the Genpact Limited 2017 Omnibus Incentive Compensation Plan, or in any successor equity plan under which the applicable equity award is granted.

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

(iv) "Good Reason" shall mean the occurrence, without the Executive's prior written consent, of any of the following events: (i) a material reduction in the nature of the Executive's authority or duties; or (ii) a material reduction in the Executive's then current Base Salary; provided,

however, that any such event shall not constitute Good Reason unless and until the Executive shall have provided the Company with notice of such event within ninety days of the initial occurrence of such event, the Company shall have failed to remedy such event within thirty days of receipt of such notice and the Executive terminates employment no later than sixty days following the expiration of such remedy period.

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

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

Section 8. Restrictive Covenants.

(a) Noncompetition. In consideration of the payments by the Company to the Executive pursuant to this Agreement, the Executive hereby covenants and agrees that, during the Term and for the twelve-month period following the date of the Executive's termination for any reason, the Executive shall not, without the prior written consent of the Company, be employed by, engaged by, or otherwise assist, either as an individual on his or her own or as a partner, joint venturer, employee, agent, consultant, officer, trustee, director, owner, part-owner, shareholder, or in any other capacity, directly or indirectly, any of the entities listed on the competitor list attached as Exhibit B hereto, or any successor or affiliates of such entity. The foregoing restriction shall not include the passive ownership of securities in any entity listed on Exhibit B and exercise of rights appurtenant thereto, so long as such securities represent no more than two percent of the voting power of all securities of such enterprise.

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

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

(d) Enforcement.

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

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

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

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

Section 9. Confidential Information and Invention Assignment Agreement. As part of and in connection with the execution of this Agreement between the Executive and the Company, the Executive acknowledges that the Executive must enter into a confidential information and invention agreement of even date herewith (the "New Confidential Information and Invention Assignment Agreement"), a copy of which is attached hereto as Exhibit C and incorporated herein. The New Confidential Information and Invention Assignment Agreement replaces and supplants any prior Confidential Information and Invention Assignment Agreement or other agreement covering substantially similar obligations (if applicable, the "Original

Confidential Information and Invention Assignment Agreement”) and sets forth the Parties’ obligations on and after the effective date of this Agreement. The Parties shall continue to be bound under the Original Confidential Information and Invention Assignment Agreement, if applicable, with respect to the subject matter thereof for the period before the New Confidential Information and Invention Assignment Agreement becomes effective. As used herein, unless the context requires otherwise, the term “Confidential Information and Invention Assignment Agreement” shall include both the Original Confidential Information and Invention Assignment Agreement and the New Confidential Information and Invention Assignment Agreement.

Section 10. Benefit Limit. The benefit limitations of this Section 10 shall be applicable in the event the Executive receives any benefits that are deemed to constitute parachute payments under Code Section 280G. In the event that any payments to which the Executive becomes entitled in accordance with the provisions of this Agreement (or any other benefits to which the Executive may become entitled in connection with any change in control or ownership of the Company or the subsequent termination of the Executive’s employment with the Company) would otherwise constitute a parachute payment under Code Section 280G, then such payments and benefits shall be subject to reduction to the extent necessary to assure that the Executive receives only the greater of (i) the amount of those payments or benefits which would not constitute such a parachute payment or (ii) the amount of the benefits after taking into account any excise tax imposed on the payments provided to the Executive under this Agreement (or on any other benefits to which the Executive may become entitled in connection with any change in control or ownership of the Company or the subsequent termination of his or her employment with the Company) under Code Section 4999. Should a reduction in benefits be required to satisfy the benefit limit of this Section 10, then the Executive’s cash severance payments under Section 5 shall accordingly be reduced (with such reduction to be effected pro-rata to each payment) to the extent necessary to comply with such benefit limit. Should such benefit limit still be exceeded following such reduction, then the number of shares as to which any Equity Award would otherwise vest on an accelerated basis in accordance with the terms of the award shall be reduced (based on the value of the parachute payment attributable to such Equity Award under Code Section 280G) to the extent necessary to eliminate such excess.

Section 11. Miscellaneous.

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

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

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

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

(ii) Notwithstanding any provision to the contrary in this Agreement, no payments or benefits to which the Executive becomes entitled under this Agreement shall be made or paid to the Executive prior to the *earlier* of (i) the expiration of the six-month period measured from the date of the

Executive's "separation from service" with the Company (as such term is defined in Section 409A-1(h) of the 409A Regulations) or (ii) the date of the Executive's death, if the Executive is deemed at the time of such separation from service a "specific employee" for purposes of Code Section 409A and such delayed commencement is required in order to avoid a prohibited distribution under Code Section 409A(a)(2). Upon the expiration of the applicable Code Section 409A(a)(2) deferral period, all payments deferred pursuant to this Section 11(c)(ii) shall be paid in a lump sum to the Executive, and any remaining payments due under this Agreement shall be paid in accordance with the normal payment dates specified for them herein.

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

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

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

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

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

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

If to the Company, to:

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

With a copy to:

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

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

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

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

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

Arbitration Materials in connection with any such proceeding, agree to file all Confidential Information (and documents containing Confidential Information) under seal, and agree to the entry of an appropriate protective order encompassing the confidentiality terms of this Agreement.

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

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

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

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

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

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

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

GENPACT LIMITED

By: /s/ Heather White
Name: Heather White
Title: Chief Legal Officer and Corporate Secretary
Date: November 30, 2021

EXECUTIVE

By: /s/ Kathryn Stein
Date: November 2, 2021

EXHIBIT A

GENERAL RELEASE
AND COVENANT NOT TO SUE

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

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

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

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

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

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

e. all claims for monetary or equitable relief, including but not limited to back pay, front pay, reinstatement, any equitable relief, compensatory damages, damages for alleged pain and suffering, punitive

damages, liquidated damages, and any claim for attorneys' fees, costs, disbursements, and interest; provided, however, that nothing in this Release shall release the Company from any of its obligations to Executive under the Employment Agreement (including, without limitation, its obligation to pay the amounts and provide the benefits upon which this Release is conditioned) or any rights Executive may have to indemnification under any charter or by-laws (or similar documents) of any member of the Company Group or any insurance coverage under any directors and officers insurance or similar policies or any benefits vested and accrued as of the date hereof which the Executive has under any ERISA benefit plan.

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

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

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

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

Executive hereby agrees not to defame or disparage any member of the Company Group or any executive, manager, director, or officer of any member of the Company Group in any medium to any person without limitation in time. The Company hereby agrees that its board of directors, the members of the Company Group and the executives, managers and officers of the members of the Company Group shall not

defame or disparage Executive in any medium to any person without limitation in time. Notwithstanding this provision, either party may confer in confidence with his, her or its legal representatives and make truthful statements as required by law.

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

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

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

GENPACT LIMITED

By: _____
Name:
Title:

EXECUTIVE

By: _____

AMENDMENT OF EMPLOYMENT AGREEMENT

This AMENDMENT OF EMPLOYMENT AGREEMENT (this "Amendment Agreement"), effective as of the date the last Party to sign the Amendment Agreement signs the same (the "Effective Date"), by and between Headstrong Canada Company (f/k/a Headstrong Canada Limited) (the "Company"), and Darren Saumur (the "Employee" and, together with the Company, the "Parties").

WHEREAS, the Company and Employee entered into an Employment Agreement on or about February 26, 2018 (the "Employment Agreement");

WHEREAS the Company wishes to provide Employee with certain severance benefits upon certain terminations of employment;

NOW, THEREFORE, in consideration of the promises and the respective covenants and agreements of the Parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Section 1. Definitions. For purposes of this Amendment Agreement, the following definitions shall apply:

(a) "Annual Bonus" shall mean Employee's annual performance bonus, as set forth in Section 3(b) of the Employment Agreement.

(b) "Base Salary." shall mean Employee's annual base salary, as set forth in Section 3(a) of the Employment Agreement.

(c) "Cause" shall mean: (I) any conviction by a court of, or entry of a pleading of guilty by Employee with respect to, an indicable offence or any lesser crime involving moral turpitude or a material element of which is fraud or dishonesty; (II) Employee's willful dishonesty of a substantial nature towards the Company and any of its direct or indirect subsidiaries; (III) Employee's material breach of Employee's Employment Agreement or this Amendment Agreement, which breach is not cured by Employee to the reasonable satisfaction of the Company within thirty business days of the date the Company delivers written notice of such breach to Employee; (IV) Employee's reckless conduct or willful misconduct; (V) Employee's willful failure to follow a reasonable instruction of the Genpact Limited Board of Directors (the "Board") or Genpact Limited's Chief Executive Officer ("CEO"), which failure continues for a period of thirty days after Employee's receipt of written notice from the Board or CEO, identify the nature of the failure; (VI) Employee's use of alcohol or illegal drugs which materially interferes with the performance of Employee's duties to the Company or which materially compromises the integrity and reputation of the Company thus amounting to undue hardship; or (VII) Employee's material, knowing and intentional failure to comply with material applicable laws with respect to the execution of the Company's and its subsidiaries' business operations, including, without limitation, a knowing and intentional failure to comply with the Foreign Corrupt Practices Act 1977 of the US Congress, as amended.

(d) "Change of Control" shall mean Change of Control of Genpact Limited as defined in the Genpact Limited 2017 Omnibus Incentive Compensation Plan or in any successor equity plan under which the Equity Award is granted.

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

(f) “Equity Awards” shall mean share options, restricted share units and performance share awards covering shares of Genpact Limited previously issued to Employee (each such award and any such award granted in the future, an “Equity Award” and, collectively, the “Equity Awards”).

(g) “Fiscal Year” shall mean each fiscal year of the Company ending during the term of Employee’s employment.

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

(i) “Termination Date” shall mean the last day that Employee is actively employed and shall include any statutory notice period mandated by the *Employment Standards Act, 2000*. It shall not include any other period of non-working notice, whether pursuant to contract or at common law.

Section 2. Termination of Employment.

(a) Termination. Employee is employed by the Company for an indefinite period, subject to termination in accordance with the termination provisions of this Amendment Agreement. Section 10 of the Employment Agreement shall hereby be replaced as set out below and the Executive’s employment pursuant to this Amendment Agreement may be terminated in accordance with the following provisions:

- (i) The Company may terminate Employee’s employment at any time with or without Cause.
- (ii) Employee may voluntarily terminate employment for any reason upon thirty days’ prior written notice to the Company.
- (iii) Employee’s employment hereunder shall terminate upon Employee’s death.
- (iv) The Company may terminate Employee’s employment hereunder for frustration of contract due to Disability.

(b) Payments Due Upon Any Termination. Upon Employee’s termination of employment for any reason, the Company shall pay Employee (or Employee’s estate) (i) Employee’s then Base Salary through the date of termination, (ii) any earned but unpaid Annual Bonus for any Fiscal Year preceding the Fiscal Year in which the termination occurs, (iii) the dollar value of all accrued and unused vacation based upon Employee’s most recent level of Base Salary and (iv) any benefits accrued and due under any applicable benefit plans and programs of the Company (the “Accrued Obligations”). The cash amounts payable pursuant to this subsection (b) shall be paid, in a lump sum, on the date of termination, or as soon as practicable following such date of termination, but in no event later than required under the *Employment Standards Act*, in accordance with applicable law. All other benefits, if any, due Employee following a termination shall be determined in accordance with the plans, programs, policies and practices of the Company. Employee shall not accrue any additional compensation (including any Base Salary or Annual Bonus) or other benefits under this Agreement following such termination of employment except as set out in this Amendment Agreement.

(c) Termination Without Cause or For Good Reason. Upon the termination of Employee’s employment by the Company without Cause or by Employee for Good Reason, and provided that (i) Employee timely executes and does not revoke the Release required under Section 3(a) of this Amendment Agreement and (ii) Employee has complied with and continues to comply with the restrictive covenants set forth in his Employment Agreement, Employee shall become eligible to receive the following payments and benefits:

(i) The Company shall pay Employee a severance payment in an amount equal to the sum of (i) six months of Employee's Base Salary (at the rate then in effect) and (ii) one week of Employee's Base Salary (at the rate then in effect) for each year of service with the Company up to a maximum of an additional twelve weeks, which shall be paid as a salary continuance, in accordance with the Company's normal payroll practices. This payment will be inclusive of all statutory entitlements owing for notice and severance, if applicable, under the *Employment Standards Act*.

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

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

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

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

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

c. Subject to subsection (c), any outstanding performance share award, which (A) was subject to vesting in whole or in part based on attainment of performance objectives and (B) with respect to which the specified performance period has been completed prior to the Termination Date such that the award remains subject to vesting only based on continuous service during a specified service period, shall, on the Termination Date, become vested with respect to the number of shares (if any, as determined in accordance with the agreement evidencing the award) that would have vested had Employee continued in employment or service for a period of twelve months following the Termination Date, based on the level of attainment of the performance objectives. Any shares that vest under this subsection (iv)(c) shall be issued on the Termination Date or as soon as reasonably practicable thereafter, but in no event later than the end of the calendar year in which the Termination Date occurs. Any performance share award that was subject to vesting in whole or in part based on attainment of performance objectives and with respect to which the performance period has not been completed prior to the Termination Date, shall terminate immediately upon Employee's termination.

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

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

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

c. Subject to subsection (e), any outstanding performance share award shall, upon such termination, become vested with respect to the number of shares (if any as determined under the agreement evidencing the award) then subject to the award. Any shares that vest under this subsection (v)(c) shall be issued within sixty days following such termination.

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

(vii) If Employee does not execute or revokes the Release, he shall only be entitled to amounts that would owing under the *Ontario Employment Standards Act*.

(d) Termination for Cause. If Employee is terminated for Cause he shall only be entitled to payments owing, if any, as outlined in Section 2(b). The Company shall also pay Employee any entitlements owing under the *Employment Standards Act*, including but not limited to notice, severance and compensation for benefit continuation throughout the statutory notice period, if the reasons resulting in the termination for Cause under this Amendment Agreement are not considered willful misconduct, disobedience or willful neglect of duty that is not trivial and has not been condoned by the Company.

(e) Enforcement. In the event that Employee violates the restrictive covenants set forth in the Employment Agreement, Employee shall not be entitled, after the date of such violations or activity (as the case may be), to receive any payouts, benefits or continued vesting under this Section 2 and any unvested Equity Awards shall be immediately forfeited, and the Company may take such other enforcement actions as set forth herein or permitted by applicable law. Notwithstanding anything to the contrary, any outstanding performance share awards (including any shares issued upon vesting of the award) shall be subject to any clawback provisions set forth in the applicable award agreement and all Equity Awards shall be subject to any clawback or recoupment policy adopted by the Board or the Company from time to time.

Moreover, if Employee is terminated for Cause, he will not be entitled to the payment of any vested or unvested Equity Awards, unless otherwise required by the *Employment Standards Act*.

Section 3. Miscellaneous.

(a) Release. Employee will sign a Full and Final Release in favour of the Company as a pre-condition to receiving any payments and benefits under Section 2 of this Amendment Agreement, including any shares or payment under any Equity Awards as set out in this Amendment Agreement, for any amounts in excess of his entitlements under the *Employment Standards Act, 2000*.

(b) Award Agreements. Except as set forth herein, this Amendment Agreement does not modify or change the existing agreements evidencing the Equity Awards, which shall continue to be

governed by and subject to the terms of the applicable award agreements (including any clawback provisions thereunder), as amended from time to time by Genpact Limited or the Company.

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

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

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

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

If to the Company, to:

Headstrong Canada Company
1300-1969 Upper Water Street
Purdy's Wharf Tower II
Halifax, Nova Scotia B3J 3R7
Canada
Attention: Legal Department

With a copy to:

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

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

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

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

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

(j) Clawback. This Amendment Agreement and any incentive compensation payable to Employee shall be subject to any applicable clawback or recoupment policies and other policies that may be implemented by the Board or the Company from time to time with respect to officers of Genpact Limited or the Company, as applicable.

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

(l) Entire Agreement. This Amendment Agreement sets forth the entire agreement of the Parties in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, in respect of the subject matter contained herein. Unless expressly stated in this Amendment Agreement, all other terms of Employee's Employment Agreement remain in force.

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

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

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

HEADSTRONG CANADA COMPANY

By: /s/ Thomas D. Scholtes
Name: Thomas D. Scholtes
Title: Senior Vice President & Secretary
Date: November 30, 2021

EMPLOYEE

By: /s/ Darren Saumur
Date: November 29, 2021