

Dear **PRAGYA GUPTA**,

Sub: Appointment Letter

We are pleased to offer you an appointment with **Genpact** ("Company") as **Process Associate** under the following terms and conditions:

TERMS AND CONDITIONS

1. Your Cost to the Company (CTC) will be as indicated in Annexure II attached herewith.
2. Your initial place of work will be **Jaipur IN - Office** However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any one of its associates or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
3. If at the time of joining, your assigned place of work is different from your current location ("Relocation"), the Company Guest House can be availed by you. The Guest house can be availed for a maximum period of 15 calendar days. The Company shall, in lieu of the accommodation provided, make a monthly deduction of Rs.250 for a period of 24 months. Further, in case of termination of employment by either party, before such amount has been fully recovered by the Company, the Company shall deduct the balance amount from your full and final settlement.
4. The Company will be working 7 days a week, twenty-four hours a day. You will be expected to attend office - except while travelling on business – as assigned to you by your supervisors and as per applicable laws in force. Weekly offs will be governed as per applicable regulations & Company policies.
5. You shall be required to provide the Company all documents and information as set forth in Annexure I of this appointment letter.
6. You will be entitled to twenty-five working days leave per annum subject to prior approval by the Company. Accumulation / carry-forward of leave will be governed as per the existing Company policy on the subject and the relevant applicable laws.

Genpact India Private Limited

DLF City, Phase V, Sector 53,
Gurgaon - 122002, Haryana, India.
T +91 124 283 2000; F +91 124 402 2674

www.genpact.com

CIN: U73100DL2005PTC307363

Regd. Off.: Genpact India Private Limited
12A (Ground Floor) Prakash Deep Building
Tolstoy Marg New Delhi-110001

7. Your appointment has been done after an extensive process for an important position which requires your skills and experience. This appointment may come to an end at the instance of either party by giving the other a notice in writing for one month. Your relieving from the services of the Company would be contingent upon successful serving of the full and complete notice period. Failing to do so would entitle the Company to recover damages for all losses caused due to any shortfall in serving of the full and complete notice period. The Company in addition to its rights to recover damages will not furnish a relieving letter in case of shortfall in the notice period unless such shortfall has been signed off by the appropriate person in the Company. In exceptional situations the Company reserves the right to waive off notice period at its sole discretion.
8. Notice to terminate the services will be accepted by the Company only when it is issued in a form wherein your identity is ascertainable (such as hard copy letter with original signatures). Notice of termination in electronic form where such identity cannot be ascertained such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement.
9. Absence for a continuous period of eight days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you, all expenses incurred with regard to any training and development, special education, upskilling or on the job training imparted by the Company or damages suffered by Company due to loss of billing.
10. The company reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.
11. You will automatically retire on attaining the age of 60 years.
12. Whilst employed by the Company:
 - a. You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
 - b. You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorized by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
 - c. Except in the ordinary course of your employment, you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of the Company policies and treated in accordance of clause 8.

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- d. You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
- e. You confirm that you have disclosed fully all of your business interests in the Company - whether or not they are similar to or in conflict with the business (es) or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between the company and you or any immediate relatives, Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
- f. You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.

13. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to any amount in lieu of notice period.

14. Upon separation from the Company on account of either resignation or termination or for any other reason, you will be required to immediately return to the Company, all assets and property (including any leased assets) of the Company including documents, files, books, papers, training material and memos whether in hard or soft copy which is in your possession or custody.

15. The Company shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per company policy and this offer is conditional upon the result of such checks. In the event the results of such background / reference checks or screens for substance use are unsatisfactory on any account, the Company may, in its sole discretion, revoke this offer at any time.

16. You are required to submit your relieving letter in original from your previous employer (if applicable) within 60 days of your joining the Company failing which your employment with the Company shall be liable for termination without prior notice.

17. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies without any prior notice.

18. The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

19. Any and all disputes arising in connection with the appointment letter and services shall be referred to arbitration which shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed by the General Counsel of the Company. The venue of the Arbitration shall be **Jaipur** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of Courts at **Jaipur**.

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Your assignment is effective from **29th October 2020**.

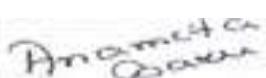
Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 15 days from the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Genpact.

You are requested to come on the joining date at **09:15 am at Jaipur IN- Office.**

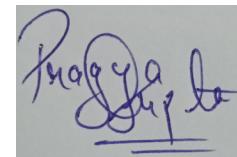
Warm regards,

For Genpact



Authorized Signatory
Human Resources:

Accepted and Agreed



PRAGYA GUPTA

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ANNEXURE I

Listed below are the mandatory documents (in photocopy) you are required to furnish at the time of joining.

1. Professional Relieving Letter from previous employer (last employment) only
2. 4 recent Passport size Photograph
 - a. One for Genpact ID card
 - b. One for opening a new bank account if you do not have an one with ICICI/HDFC/Axis
 - c. Two for PAN card application if you do not have one
3. If your salary is less than or equal to the applicable limit mentioned in the ESI Act, 1948^[1] Please check the Company policy for the applicable limit^[1] you will need to enroll for ESIC (Employee State Insurance Corporation) which is a Govt. regulation therefore please carry;
 - a. 3 Post card size (4X7) photographs of yourself

Or

 - b. If you would like your family covered Family group Photograph of immediate family (4X7, 3 Copies of the same photograph), only members in the photo will be covered, Photos should be clear and have only your immediate family who are your dependents.

*Please check the Company policy for the applicable limit

4. If already a member of a provident fund (PF) scheme with previous employer, then;
 - a. Employer's name
 - b. Provident Fund account number from your previous employer
 - c. Universal account number provided by your previous employer
 - d. Date of joining & leaving from previous employer
 - e. Adhaar card copy

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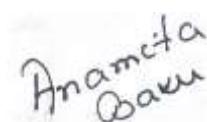
Notes:

* The APB amount mentioned above reflects indicative average payouts for your band. The eligibility for APB will depend on the performance of Genpact and your performance as per the company policy and the Performance Management System (For example, employees who are rated as "Least Effective" are not eligible for APB). An eligible employee will be paid APB at fixed rates in March/ April for the preceding calendar year (January - December) and the same will be prorated based on the date of joining.

**Performance Linked Incentive mentioned above is an indicative average amount possible for the said performance level. Eligibility for such incentives, actual amount and payout timelines may vary with Business/Process. For Employees who are not on Performance Linked Incentive Plan (VIC), the Company will pay a different Annual Performance Bonus (APB) in such cases, Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above.

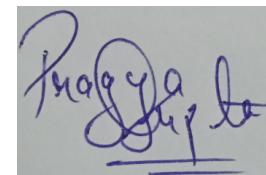
- The aggregate of all bonus payouts paid to you during an accounting year including APB, VIC (if any) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1961 ("PBA") (if applicable).
- In the event that the PBA is applicable to you and the aggregate of APB, VIC (if any) and any other bonus payout made to you during the year is less than the stipulated payout mentioned in the PBA, for such accounting year, Genpact will pay you the difference at a later date. You are not entitled to any bonus payout other than those mentioned above, either under applicable laws or as per your employment terms with Genpact. All amounts payable to you will be after deduction of applicable taxes
- Genpact provides the maternity benefits as per the Maternity Benefits Act, 1961, to all its eligible female employees. Basis the applicability of the Act and eligibility, you shall receive paid maternity leave, entitlements and other benefits available under the Acts and the Rules, therein, as more specifically mentioned in the Policies of the Company.
- Genpact reviews its compensation structure and policies from time to time. The compensation structure and benefits offered to you in this letter are subject to change and the same will be communicated to you at the joining date or at a later date when such change becomes applicable.
- Any employee deduction will be governed by applicable laws and prevalent company policy, and will be subject to change.

Offer Date: 2020/10/29



Authorized Signatory

Candidate Name: PRAGYA GUPTA



Candidate Signature

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