

Date: 15/02/2022
Punit Verma

Genpact Proprietary
Private & Confidential

Rz 12G Gali no 3, Gandhi market, west sagar pur, New Delhi, Delhi, India - 110046

Dear Punit

Sub: Appointment Letter

We are pleased to offer you an appointment with **Genpact** ("Company") as an **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 **India, Noida Stellar 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 leaves subject to prior approval of your supervisor/manager at the Company. Your leave entitlement and accumulation / carry-forward of leave and related aspects will be governed as per the existing Company Policy on the subject
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 **2** 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.

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Genpact India Private Limited
DLF City, Phase V
Sector 53
Gurgaon, Haryana 122002, India.
T +91 124 283 2000; F +91 124 4022674

CIN: U73100DL2005PTC307363
Regd. Off: 12A (Ground Floor), Prakash
Deep Building, 7, Tolstoy Marg, New
Delhi-110001
www.genpact.com

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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.
- 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.

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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 **Delhi** and the language shall be English. You agree to submit yourself to the exclusive territorial jurisdiction of Courts at **Delhi**.

Your assignment is effective from **15/02/2022**.

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 of 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 **India, Noida Stellar IN - Office**.

Warm Regards,

For Genpact



Akhilesh KVD
Senior Vice President – Human Resources

Accepted and Agreed

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Annexure II
COMPENSATION DETAILS

Name	Punit Verma	
Band	5A	
Designation	Associate	
Location	Noida Stellar IN - Office	
Components	Amount (per month)	Amount (per annum)
Basic	INR 15,000/-	INR 1,80,000/-
Company Contribution to Provident Fund (PF)	INR 1,800/-	INR 21,600/-
Housing Rent Allowance	INR 3,783.33/-	INR 45,400/-
FIXED PAY	INR 20,583.33/-	INR 2,47,000/-
ANNUAL PERFORMANCE BONUS*	INR 7,200/-	
Performance Linked Incentive**	Amount (per Annum)	
Best Performer	INR 48,000/-	
Average Performer	INR 27,600/-	
Low Performer	INR 0/-	
Total Earning Potential	Amount (per Annum)	
Best Performer	INR 3,02,200/-	
Average Performer	INR 2,81,800/-	
Low Performer	INR 2,54,200/-	
Benefits	Amount (per Annum)	
Life Insurance	INR 14,00,000/-	
Employee Deposit Linked Insurance Scheme (EDLIS)	As per Act	
Personal Accident/Disability Insurance (For Employee)	INR 14,00,000/-	
Medical Insurance covering hospitalization (For Employee)	INR 1,00,000/-	
Interest Free Soft Loan (Post 6 Months)	INR 10,000/-	
Out Patient Medical Facilities at Office	Free	
Company Contribution ESIC	As per Act	
Gratuity	INR 8,654/-	
Other Attractions		
Parichay (Employee Referral Scheme)	As per scheme	
Rewards & Recognition	As per Performance	
Education@work : Professional advancement programmes	As per scheme	
Concierge Services	Subsidized Rates	

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Notes:

* Employees not on Performance Linked Incentive Plan will be eligible for a different Annual Performance Bonus Plan than mentioned above. In such cases, Annual Performance Bonus potential is similar to the indicative Average Performance Linked Incentives as mentioned in table above. Annual Performance Bonus payout however is ultimately determined based on company / individual Performance and prevailing company guidelines.

** 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.

The above-mentioned components/benefits are as per the prevalent company policy and/or applicable law and are subject to change.

- The aggregate of all bonus payouts paid to you during an accounting year including Annual Performance Bonus (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.

Warm Regards,

For Genpact



Akhilesh KVD
Senior Vice President – Human Resources

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